

1. Residential Use. All of the Lots in the Development shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developers. Only one single-family residential dwelling may be constructed on a lot or parcel in the subdivision. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single-family dwelling unit at any time, nor used in whole or in part for any business purpose, or for trucks or other equipment inconsistent with ordinary residential uses.

NOW THEREFORE, the Developer subjects the real property referenced hereinabove, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the real covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof for a period of twenty-five (25) years and shall automatically renew for ten (10) year periods unless otherwise altered or amended in writing by three-fourths (3/4) majority vote of the lot owners.

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desire to subject the Development to certain real covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof.

WHEREAS, Developer, as owner of certain real property located in Rhea County, Tennessee more particularly described in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, as recorded in the Register's Office of Rhea County, Tennessee (herein "Property"), desire to create thereon a development known as Spring Cove Subdivision (herein "Development"); and

WITNESSETH:

THIS DECLARATION made this \_\_\_\_\_ day of March 2006, by PAKK PARTNERSHIP, a Tennessee General Partnership under written agreement dated February 15, 2006 (herein "Developer").

DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SPRING COVE SUBDIVISION

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Prepared By:

2. Architectural Control. No construction of any building shall begin until the plans and specifications and a plan showing the location of the structure shall have been approved in writing by the Developer or one or more persons designated by it ("Architectural Review Committee"), if such shall have been created. IT IS CLEARLY UNDERSTOOD AND PURCHASERS OF LOTS IN THIS SUBDIVISION AGREE that the architectural control person or committee, as applicable, may require any changes not otherwise prohibited in these protective covenants, concerning size, design, style, location, type of materials, exterior, color, etc., with regard to the building. Further, the Developer or its successor in interest or said Architectural Review Committee, as applicable, may waive any of the restrictions as it may solely deem appropriate. The decision of the Developer or its successor in interest or said Architectural Review Committee shall be final.
3. Minimum Square Footage. No single-family residential dwelling shall be erected or permitted to remain on the property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches or garages set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated and cooled living area contained within the residence, exclusive of open porches, basements (whether finished or not), garages, caves and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer shall be final. Except as set forth in this Section, the minimum square feet required is as follows:
  - a. A single-level home shall contain not less than one thousand six hundred (1,600) square feet of heated and cooled living space; and
  - b. A two-level home shall contain not less than two thousand (2,000) square feet of heated and cooled living space, requiring at least one thousand four hundred (1,400) square feet of the heated and cooled living space being on the first-level.
4. Set-backs. No building shall be erected on any lot nearer than thirty-five (35) feet of the front and back lot lines and ten (10) feet from the side lot lines, unless the side lot line fronts on street, in which case no building shall be erected nearer than twenty-five (25) feet to such said lot line. For the purposes of this section, driveways will not be considered buildings. No provision in this paragraph shall be construed to permit any structure to be constructed and erected upon any lot that does not conform to the zoning laws and regulations in effect thereon.
5. Rearrangement of Lot Lines. Not more than any one single-family dwelling unit may be constructed or maintained on any one lot. Except by the original Developer, lots may not be re-subdivided so as to create a smaller area than originally decided to a lot owner and as shown on the subdivision plat. No provision in this paragraph shall prevent erection or construction of one single-family dwelling unit on more than one lot.

10. Time of Completion. Once construction has begun, all residences shall be completed within one year of commencement, otherwise it shall be considered a nuisance under the terms of these restrictions. No mobile homes, double-wides, house trailers, tents, shacks, or other buildings of a temporary character shall be erected or moved onto

All siding must be approved by the Developers prior to construction. The Developers reserve the right to make exceptions to this paragraph's requirements. Nothing in this section shall be construed to limit the right and authority of the Architectural Control as set forth in Section 2.

At least forty percent (40%) of the front of the dwelling unit shall be constructed of brick, rock, stone, cultured stone or a combination thereof, unless the dwelling unit is a log home. The balance of the front of the dwelling unit shall be constructed of hard coat stucco (concrete), hardy board or similar product, or vinyl cedar shake.

All foundations elevations shall be constructed of brick, stucco, stone, cultured stone, stone finish or a combination thereof, unless the dwelling unit is a log home, in which case the foundation elevation may be constructed of logs. All masonry on structure must be brick, rock, cultured stone or stone. All fireplaces shall be enclosed to ground level, and if chase is visible from the front of the dwelling, shall be covered in stucco, brick, rock, stone or cultured stone. All structures shall have wood, vinyl or clad windows.

9. Building Materials. All structures, including garages and outbuildings, shall be constructed of new materials, unless of logs, brick or rock, or of some non-fading material, the same shall be painted and maintained in a good condition at all times.

8. Roofs. At least eighty percent (80%) of the roofs of all structures shall be seven (7) to twelve (12) pitch or steeper, and each roof shall have no less than three (3) roof breaks. The roofs of all structures shall be covered with asphalt shingles, architectural grade or better, cedar shakes, slate or other comparable tiles. No metal roofing material shall be used without prior written consent of the Developers.

7. Building Requirements. No construction of any building or structure, including swimming pools and docks, shall begin until the plans and specifications and a plan showing the location of the structure have been approved by the Developers, their heirs or assigns. It is clearly understood and purchasers of lots in this subdivision agree that the Developer may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, color, etc., with regard to the building. The decision of the Developers or their successors in interest shall be final.

6. Utility Easement. A perpetual easement is reserved on each lot for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc. All utility wires from street to building upon each lot or parcel shall be buried. There shall be no exposed service connecting wires for electricity, telephone, cable, or otherwise from streets to any structure nor from any other point to any structure.

- any lot or parcel within said development. Specifically prohibited is the partial construction such as a basement of a house and moving in or occupying as a residence prior to the full completion of said house. Such structure shall be considered temporary and prohibited.
- Upon commencement of construction, all driveways must be gravelled. A tile shall be installed pursuant to Section 18 contained herein, if applicable, as well as any erosion control devices needed to prevent earthen material from washing into the roadways. All lots and roadways are to be kept free of trash, mud, dirt and debris throughout the construction period. Further, during construction, all trash, garbage, debris, scrap material, etc. on the lots and roadways shall be cleaned up and placed in refuse containers or hauled off the site by the end of the day on Friday of each week any work takes place. Lot owner will bear ultimate responsibility for clean-up should employees and contractors fail to perform the requirements set forth herein.
11. Additions. Any and all additions made to any structure located on a lot in said Development require the written approval of the Architectural Control designee pursuant to Section 2 herein.
  12. Lot Forty-three (43). At the time of execution of these Covenants and Restrictions, a dwelling unit exists on Lot 43. This dwelling unit is exempt from the building requirements as set forth herein in Sections 3, 4, 7, 8 and 9 only. This Lot must comply with all other sections of these Covenants and Restrictions. In the event that the dwelling unit, existing at the time of execution of these Covenants and Restrictions, is substantially damaged or destroyed (i.e. seventy-five percent (75%) or more of the structure), then the remainder of the structure must be demolished and removed, and all of these Covenants and Restrictions must be complied with prior to commencement of construction of any new dwelling unit.
  13. Manufactured Housing - No mobile homes, manufactured homes or prefabricated homes that are brought in on wheels shall be permitted. "Manufactured home" means any structure, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body-feet or more in width or forty (40) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein.
  14. Signs. One sign offering the lot and/or dwelling unit for sale and one sign reflecting the name of the builder may be placed upon a lot. Such signs must not exceed five (5) square feet. No other signs shall be erected or maintained on any lot.
  15. Mailboxes. Mailboxes of a type consistent with the character of the property shall be placed and maintained by the owner to complement the dwelling unit located on the lot. No signs shall be erected or attached to mailboxes other than the name and address of the owner.

16. Fences. No fences will be allowed on any lot without the prior written consent of the Developer. Wire or chain link fences are strictly prohibited. All proposed fences must be submitted to the Developer and include the width, height, materials, and location. Fences shall be restricted to the rear of the dwelling unit.
17. Garages. Each dwelling unit shall have a garage, covered and enclosed, constructed at the same time as the dwelling unit. Detached garages will be allowed only with prior written approval from the Developer. The inside walls of the garages must be finished. No carports shall be allowed.
18. Driveways. Each dwelling unit shall be served by a driveway constructed of concrete or other material as approved by Developer. Each driveway shall have a concrete, or other approved material, transition apron connecting the driveway to the road. All curb cuts for driveways must be shown on plans and specifications of every new home application submitted to the Developer for approval. Developer reserves the right to move the curb cut, in its sole discretion, as it sees fit in the Development. Where the topography requires, a tile must be inserted under the driveway entrance. It shall be the requirement of all owners of lots to construct or place culverts, or other structures, or gradings, which are required by the road system of Rhea County in order that the roads or streets may not be disqualified for acceptance into the Rhea County road system.
19. Swimming Pools. No above ground pools shall be constructed. No construction of any swimming pool shall commence without prior written approval of the Developer and all pools must comply with the requirements pursuant to Section 7. Additionally, all pools must be fenced, and said fencing must comply with the requirements pursuant to Section 16 contained herein.
20. Outbuildings. Outbuildings shall be constructed of the same or like material as the dwelling unit located on the Lot and meet the requirements of the other applicable sections herein. Outbuildings shall be confined to the rear of the dwelling unit, unless otherwise permitted by Developer. No construction of an outbuilding shall commence until plans have been reviewed and approved in writing by the Developer.
21. Tennis Courts. No tennis courts shall be constructed without the prior written consent of the Developer.
22. Sports Equipment. Basketball goals will be confined to the side or rear of the dwelling unit. All other sports equipment and playground equipment shall be confined to the rear of the dwelling unit.
23. Firearms and Fireworks. No firearms or fireworks of any type shall be discharged from any lot, street, road, or public use area within the Development.

- 24. Vehicle Parking and Use. No agricultural, recreational, commercial or inoperable vehicle, including but not limited to boats, boat trailers, campers and motor homes, shall be stored on the premises at any time if visible from the street. Parking any vehicle on the street or road is strictly prohibited.
- 25. Unsightly Conditions. All of the lots in the Development must, from the date of purchase, be maintained by the owner in a neat and orderly condition (leaves, broken limbs, dead trees, and other debris being removed when needed). No junk or inoperable vehicles, boats, or other machinery shall be kept on the lot outside a garage or outbuilding. All yards shall be maintained and not allow grass to grow taller than six (6) inches. Tree limbs, rocks and other debris must be kept out of the streets. All trash, garbage and debris shall be removed from the lot regularly and not allowed to accumulate. No lot owner shall deposit leaves, brush or grass clippings on any street or the development for pick-up unless placed in a bag or other container suitable for pick-up.
- 26. Service Area. Each dwelling unit shall provide an area or areas on the rear or side yard of the lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present unsightly appearance. Garbage cans can only be visible on the date of collection and removal. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.
- 27. Antennas. Television antennas, dish, radio receiver or sender or other similar device shall be restricted to the rear elevation of the dwelling.
- 28. Laundry. No owner, guest, or resident, shall hang laundry from any area outside a dwelling unit or hang laundry in full public view to dry, such as on clothes lines, balcony or terrace railings. This provision may be temporarily suspended in the event of severe power outages or shortages, or other conditions, which would create extreme hardship.
- 29. Maintenance. Each owner shall, at all times, maintain all structures located on such lot, including roofs being free of debris, and keep driveways and permitted fences, in good repair which shall include exterior vegetation and landscaping in good and presentable condition as may be defined or approved by the Developer, its heirs, successors or assigns.
- 30. Occupancy Before Completion. No owner, guest, or resident shall occupy any dwelling unit prior to full and final completion.
- 31. Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

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- 32. Drilling. No oil drilling, oil development operations or refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot or parcel, nor shall oil wells, tanks, etc., be permitted upon any lot without the express written and recorded approval of the Developers, their heirs or assigns.
- 33. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot or parcel in the subdivision, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Pet owners may not allow pets to roam unattended. Pet owners are responsible for the removal of any and all pet excrement on all roads, sidewalks and public use areas. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses or fails to comply with any portion of this section, it shall be deemed an "offensive activity."
- 34. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment, or nuisance to the Development. Non-removal for ninety (90) days after occupancy of a dwelling of all building material, such as block, bricks, lumber etc., from view shall be a nuisance, per se.  
Any dwelling unit, which has been destroyed or damaged to any degree, which is externally visible, shall be repaired or removed within six (6) months from such destruction or damage. The failure to do so shall be a nuisance, per se.
- 35. Governance. These covenants and restrictions shall be governed by the laws of the State of Tennessee. The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect.
- 36. Violation of Covenants. In the event that any one or more of the foregoing restrictive conditions be violated or attempt to be violated by any party, owner, guest or resident, it shall be lawful for the undersigned, one or more of them, their successors, heirs or assigns, the Architectural Review Committee or any person or persons owning any lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and, to prevent such violation, including reasonable attorney's fees and court costs, which shall constitute liquidated damages.