

COVE NORRIS TRACT III
LAND USE RESTRICTIONS-PROTECTIVE COVENANTS-AND BUILDING STANDARDS

Cove Creek Development Corporation, Inc., the owner of the following described real property located in Campbell County, State of Tennessee and being described in Deed Book 237, at page 738 in the Register's Office for Campbell County, Tennessee, hereby makes the following declarations as to limitations, restrictions, and uses to which the tracts of land constituting the Cove Norris Development may be put, and hereby specifies that such declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of and limitation on all future owners of said tracts, this declaration of restrictions being designed for the purpose of keeping said tracts desirable, uniform, and suitable in architectural design and use specified herein:

1. The tracts are to be used for residential purposes only and any division thereof shall be determined with each individual transaction, as set forth in the Warranty Deed therefore, between Developer and the original Buyer; and in no event will any other or additional division be allowed, except as described in the original deed conveyance, which right inures to the benefit of the Buyer's heirs or assigns. Further, said tract or divisions as described herein, shall be used only for one single family dwelling, and in the event that a purchaser wishes to construct a garage or carport, the same must be attached to the residential dwelling.

A. Any residence constructed on this tract shall have a minimum of 1250 square feet of enclosed finished living area floor space on the ground level, excluding basements, attics, porchs, or storage space.

B. Stone, brick, painted or stained wood, or a combination thereof is required for exterior siding; stucco may be used as exterior wall covering only in specific home designs approved by the Developer or his successor in interest as defined herein. Roofing materials can be either cedar shakes, slate, clay tile, seamed metal (such as copper, turned stainless, or other similar metals as long as they are not painted or reflect the sun's rays to the point of distraction), or certain asphalt or fiberglass shingles, (colors only to be earthtones or medium to dark brown), but in all cases, the Developer, or his successor in interest must approve any roofing material proposed. No exposed concrete block masonry foundations or walls are permitted.

C. Out buildings, other than one picnic shelter, are not allowed on tracts of less than five acres. And on tracts over five acres, only one barn or storage building, not to exceed 1,000 square feet in floor space and having only one floor level and built with similar roofing and siding materials and paint or stained colors as the dwelling on the same tract, is allowed. Said barn or storage building must be at least 300 feet from the County Road and at least 200 feet from the TVA 1044 elevation line.

D. The exterior of the dwelling must be completed within one year after the construction of same shall have commenced except such completion cannot be effected because of impossibility or natural disaster; and any extensions of said time shall be with the explicit approval of the Developer, or his successor in interest.

2. No temporary building of any kind or trailer, mobil home, or module home shall be placed on any tract within the development at any time; however, this exclusion shall not extend to homes which are built with kits, such as log homes. Further, motor homes or recreational vehicles are allowed for short intervals (one month maximum with a minimum of seven days between visits)

as long as they are inhabited daily and are set up where they are not visible from the road or the lake at any time.

3. No trade or commercial activity shall be carried on in any manner.

4. No outside clothes lines shall be built, placed, or used on this tract at any time.

5. Mailboxes provided by the homeowners shall be custom made to the extent that they reflect the rustic theme of the Cove Norris Community, so long as said design shall not interfere with any state of federal law.

6. If an outside swimming pool is installed on any tract, a small pump house/storage area bathhouse for the pool shall be placed adjacent to the pool on the tract with the approval of the Developer, or his successor in interest. Materials used in said building must match the dwelling on said tract. All outdoor swimming pools must be enclosed by a fence with the minimum height of five feet.

7. No fence shall be constructed on this tract without prior approval of the Developer, or his successor in interest; and specifically no chain link type fences shall be constructed on the tract unless same is completely out of sight from the lake or the road right-of-way during all seasons.

8. Any antenna, such as radio or television, other than the basic conventional type shall not be visible from the road or lake at any time. No type is allowed to be installed where it is visible above the tree tops. Any dish type television antenna must specifically comply to provisions herein and shall further be displayed in a tasteful manner commensurate with the rustic theme of the Cove Norris Community Development.

9. No rubbish, trash, garbage, or other waste matter shall be deposited on any tract or any tract be used for said purposes. Garbage and other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers for garbage or waste shall be placed so that they are not visible from the lake or any roadway in the Cove Norris Community Development. Outdoor burning shall be permitted only within two days after a substantial rainfall and at least four adults must supervise said burning for the explicit purpose to lessen the chances of a fire getting out of control and endangering the property.

10. No residence or any part or appurtenance thereto shall be constructed nearer than twenty (20) feet to the TVA 1044 elevation line, or constructed within fifty (50) feet of the County Road line, or constructed within fifteen (15) feet from the side of any property line.

11. Easements for the installation and maintenance of utilities, roadways, and drainage facilities are reserved to the Developer, or his successor in interest, along all tract lines, said easements being ten (10) feet in width on each side of each tract line.

12. No one shall be allowed to strip topsoil from any tract or to remove more than 33% of the living hardwood trees over 5" in diameter or otherwise waste or destroy any of the natural beauty of any tract. Excepted from said restriction is the removal of any trees necessary for the construction of any allowable building or any other activities calculated to increase the natural beauty of the tract or any activities calculated to increase the value of the land being used.

13. No sign of any kind shall be displayed or placed upon any tract or structure thereon except that one "For Sale" or "For

Rent" sign not exceeding 2 feet x 3 feet in size can be placed on the tract by the owner thereof, or his duly authorized agent.

14. Nothing contained in the covenants and restrictions shall prevent the Developer or his successor in interest, or any person designated by the Developer or his successor in interest from erecting or maintaining such commercial and display signs and such temporary dwellings and model houses and other structures on other tracts in this section as the Developer, or his successor in interest, may deem advisable for development purposes.

15. No obnoxious or offensive trade activity so as to constitute a nuisance shall be conducted on any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. Motorcycles, motorbikes, off-the-road type vehicles and any other motorized vehicle operated within the Cove Norris Community Development area shall be operated in a quiet manner so as not to cause offensive noise or create a nuisance to the neighborhood. However, motorized vehicles are not permitted access on sold or unsold undeveloped areas of the Cove Norris Community except on the vehicle owner's property. In no event shall any person, their agent, or persons at their direction maintain and operate any type of bike trail for motorized vehicle within the Cove Norris Community Development area.

17. No animals, poultry, or livestock of any kind shall be raised, bred, or kept on any tract; except domestic pets such as dogs, cats, and horses provided they are not bred or maintained for any commercial purposes, and further provided that they are controlled so as not to become an annoyance or nuisance in the neighborhood. Specifically, one horse as a domestic pet, is allowed only on tracts or subtracts of five (5) acres or more.

18. The destruction, killing, hunting, shooting, poisoning, or other destruction of any wild life or birds in the Cove Norris Community Development is absolutely prohibited. The shooting of firearms for any reason other than self-defense, as prescribed by law, and the destruction of rabid or dangerous animals prohibited within the Cove Norris Community Development.

19. Every resident shall have a septic tank which shall be installed in such a manner so as to comply with all the laws and health regulations. No outside toilets are permitted.

20. Nothing shall be done on this tract whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to adjoining or neighboring property, and all such waterflow shall be governed by the riparian rights theory.

21. Residents are not to routinely park vehicles on the County Road right-of-way.

22. All residences, buildings, fences, sidewalks, wall structures, swimming pools, driveways, roadways, exterior antennas of any kind or improvements of any kind whatsoever, constructed, placed, enlarged or altered on any tract shall have plans thereto delivered to the Developer, or his successor in interest, before construction and said Developer, or his successor in interest, shall within 30 days of the receipt of said plans return same to the purchaser indicating thereon approval or disapproval, and in the event that said plans are disapproved, the Developer, or his successor in interest, shall denote his or it's objection to the plan and make recommendations to the purchaser of the means and manner to have same approved; however, this shall not be construed that the purchaser or Developer, or his successor in interest, shall be bound by any of the recommendations. In providing any plans, purchaser shall furnish detailed plans complete with all specifications.

23. With regard to floats, docks, or boathouses, the floatation material used shall be either stained in a wood color or a dark aqua color. The roof other than a sun deck or flat roof erected over the floats, docks, or boathouses must be of cedar shakes or medium to dark brown asphalt or fiberglass shingles. If a flat roof or sun deck is used it must be stained a wood color so as to not create a glare. The framing for said structure shall be natural or stained a wood color. The structure must be in good repair at all times and not allowed to be stranded on the lake bank at any time.

24. Invalidation of any one of the covenants by judgment, Court Order, or otherwise shall in no ways effect any of the other provisions herein and the same shall remain in full force and effect.

25. All buildings, structures, installations and other improvements to be located in the Cove Norris Community Development must comply with all governmental laws and regulations, and if any provisions herein differ therefrom such variance shall not be construed as a waiver by the Developer, or his successor in interest, of the necessity of compliance with the terms hereof.

26. Land use restrictions, protective covenants, and building standards contained herein shall attach to and run with the land, and it shall be lawful not only for the Grantor, his heirs and assigns, and successors in interest, but also for the owner or owners, their heirs and assigns, of other tracts of land in said Development, deriving title from or through the Developer, or his successor in interest, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same. Persons prosecuting said actions shall in addition to baring the act or acts violating the terms of this agreement shall be able to seek and recover damages from persons violating terms herein including all cost of preparation of any suit and Attorney Fees incurred; however, no such recovery shall be allowed unless person or persons prosecuting said suit is successful.

27. In the event that the Developer herein shall cease in that capacity, the land owners in said Development shall then form an organization for the purpose of conducting the approval functions of the Developer herein, and said organization shall then be designated the successor in interest to the Developer. Said organization shall have it's membership deteremined on a one vote per owner basis, and specifically owners of multiple tracts shall still have only one vote in said organization. Said organization shall elect a board or Committee to act as an approving body to follow the guidelines contained herein, and no member of said board shall serve a term of office for no longer than two years until each member of said organization has had an opportunity to serve on said board, and any member who wishes to waive his right to serve on said board may do so by reducing the same to writing and furnishing it to the presiding Chairperson. The approving Board or Committee shall be constituted of three members.

THIS 9 day of NOVEMBER, 1984.

COVE CREEK DEVELOPMENT CORPORATION, INC.

BY:

AK R. Norton
PRESIDENT

STATE OF TENNESSEE, CAMPBELL COUNTY

The foregoing instrument and certificate were noted in
Note Book 12 Page 304 2:150 Clock M 11-9-1984
and recorded in Misc Book 11 Page 659 State Tax Paid
Fee 6.50 Recording Fee 15.00 Total \$ 21.50

Witness My Hand

Receipt No. 16315

Register of Deeds Normie C. Barran