

B-5. NUISANCES. 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 or nuisance to the neighborhood. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot for longer than thirty (30) days shall be a nuisance per se, and any house destroyed or partially destroyed by fire or otherwise, shall not remain upon said lot for more than one (1) year, and to do so shall be a nuisance per se; and, should such items not be removed within the times specified, the Subdivision Developer or any property owner within the Subdivision shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot the nuisance has occurred, together with attorney fees as set forth in Article C-3 below, said expenses are due upon date of removal.

B-4. BUILDING LOCATION. No building shall be located on any lot nearer than thirty-five (35) feet to the street (or streets when on a corner lot), nor nearer than ten (10) feet to any interior lot line. No buildings may be located below the .750 foot contour elevation without express approval of TVA.

B-3. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any lot having a ground floor living area of the main structure, exclusive of open porches, breezeways, garages and basements of not less than 800 square feet and for the purposes of this provision, a split-level house shall be considered a one-story house.

B-2. CONSTRUCTION REQUIREMENTS. No permanent type structure or foundation will be permitted when constructed from concrete blocks unless the outside of the blocks are finished, painted, Florida-type stucco, or of some material that will completely cover the outside surface of the blocks. Dwellings thereon may be made of any permanent type, such as an A-frame, lake cottage or other architecturally compatible dwelling-type. And where there are constructed out-buildings separate from the main dwelling, such outbuildings shall be constructed of the same type material as the dwelling. All construction shall be completed within twelve (12) months from beginning. It is the intent of this paragraph that a neat, clean workmanlike construction of quality materials shall be utilized in all construction.

B-1. LAND USE AND BUILDING TYPE. All lots shall be used for residential purposes only. Upon the residential lots no building shall be erected, altered or placed or permitted to remain upon any of the said lots other than a detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than three (3) cars.

PART B. AREA OF APPLICATION

WHEREAS, for a valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Fred L. Key and Darrell Murray, being the owners of the land designated as Goose Pointe Subdivision, as shown on the plat thereof recorded in the Register's Office for Rhea County, Tennessee, in order to develop, protect and maintain a desirable subdivision and high standard of property values therein, for the benefit of all purchasers, owners, or holders of lots within said subdivision, do hereby impose upon the lots located in said subdivision, the following special covenants and restrictive conditions, which are hereby made or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots or parcels of land within said subdivision shall be accepted subject to said special covenants and restrictive conditions and to penalties hereinafter provided for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

PART A. PREAMBLE

FRED L. KEY AND DARRELL MURRAY, OWNERS

GOOSE POINTE SUBDIVISION

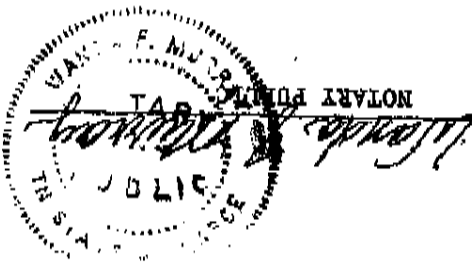
RESTRICTIONS

This instrument was prepared by Thomas M. Boyd, Attorney, P. O. Box 56, Athens, Tennessee 37303.

STATE OF TENNESSEE, RHEA COUNTY

The foregoing instrument and certificate were noted in Note Book 11
 Page 39 At 10:45 O'clock 6/24/08 and recorded
 in Plat Book 3 Series 310 Page 310 State Tax
 Paid \$ _____ Recording Fee _____ Total \$ _____
 Witness My hand, Receipt No. _____
 Register Blair

My Commission Expires: 12-29-08



1908

Witness my hand and official seal at office this 30th day of August

contained.

Personally appeared before me, the undersigned authority, a Notary Public
 in and for the State and County aforesaid, the within named bargainers,
FRED L. KEY AND DARRELL MURRAY, with whom I am personally acquainted, and who
 acknowledged that they executed the within instrument for the purposes therein

STATE OF _____ TENNESSEE
 COUNTY OF _____