

PREPARED BY MICHAEL A. VERSTYNEN  
ATTORNEY, DECATUR, TENNESSEE

RESTRICTIONS

) PART A. PREAMBLE: WHEREAS  
) for a valuable consideration, the  
) receipt of which is hereby acknow-  
) ledged, the undersigned, W.H. ROCKHOLT,  
) CHARLES E. ROCKHOLT, and HERBERT H.  
) ROCKHOLT, being the owners of the

land designated as the Rockholt's Peninsula Shores as shown on the plat thereof, recorded in the Register's Office for Meigs County Tennessee, and in Envelope 60 S.A. B., 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 covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof; and all conveyances of lots or parcels of land within said subdivision except as modified under 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 B. AREA OF APPLICATION:

B-1: LAND USE: All lots are restricted for residential use only, and single family dwellings only.

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 cottages or other architecturally compatible dwelling type. And where there are constructed outbuildings separated from the main dwelling, such outbuildings shall be constructed of the same class 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-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 1,100 square feet and for the purpose of this provision, a split level house shall be considered a one-story house.

B-4: BUILDING LOCATION: No building shall be located on any lot nearer than fifteen (15) feet to the street (or streets when on a corner lot), nor nearer than five (5) feet to any interior lot line. No building may be located below the 692 foot contour elevation without express approval of TVA. No resubdividing allowed.

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; lots shall be kept neat in appearance and mowed at least twice between the months of May and August and if not so maintained, same 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 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-6: TEMPORARY STRUCTURES:** No structures of a temporary character: trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. And for the purposes of this paragraph, a house trailer or mobile home shall be considered a temporary structure and is not permitted upon any lot at any time.

**B-7: LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, or cats or other household pets may be kept providing, that said household pets are not kept, bred or maintained for commercial purposes. Lot #49 is not subject to this section.

**B-8: SEPTIC TANKS:** All dwellings not connected with public sewer lines shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and of the Meigs County Health Department.

**B-9: DRAINAGE AND UTILITY EASEMENTS:** An easement is reserved over the outer five (5) feet of all interior lot lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purpose is reserved over all lot lines that abut the exterior of the Subdivision; and an easement over the front fifteen (15) feet of each lot is reserved for utility installation and maintenance.

**B-10: STREETS AND EASEMENTS:** The street as shown on the Plat is hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of holders and owners of lots for sewer, gas, water, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any other abutting lots.

**PART C. COVENANTS:**

**C-1: TERM:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the owners of at least twenty-five (25) lots has been recorded, changing said covenants in whole or in part, and for the purpose of voting, each lot shall have one vote.

**C-2: ENFORCEMENT:** In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interest owner or holder or of any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

**C-3: SEVERABILITY:** Invalidation of any one of these covenants by judgment of a competent court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

WITNESS our signatures this 2nd day of July, 1985.

W. H. Rockwell  
Herbert H. Rockwell  
Charles E. Rockwell

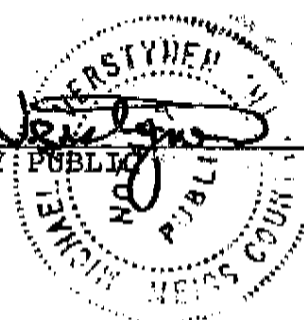
STATE OF TENNESSEE |  
COUNTY OF MEIGS |

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named W. H. Rockholt, Charles E. Rockholt, and Herbert H. Rockholt, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Decatur, Meigs County, Tennessee, this the 3rd day of July, 1985.

Michael A. Vestig

NOTARY PUBLIC



My Commission Expires:

4/28/86

STATE OF TENNESSEE MEIGS COUNTY  
I, Carol D. Howard Register of  
said County, hereby certify that the  
within Restriction was filed in my  
office on the 5 day of July  
1985 at 10:30 AM. Noted in  
Book 4 page 97 Recorded in  
Map Book 13 page 711-713  
Carol D. Howard Register