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 Hamilton County Tennessee

**RESTRICTIVE COVENANTS FOR THE COVE AT PINE HARBOR LOTS ONE (1)  
 THROUGH FORTY-SEVEN (47)**

The undersigned Developer is the owner of a tract of land in Hamilton County, Tennessee subdivided as The Cove at Pine Harbor (the "subdivision") as shown on plat recorded in Plat Book 76, Page 182, register's office of Hamilton County, Tennessee.

Developer does hereby impose and charge upon all of the lots above in the subdivision for the period set forth hereafter, the following special covenants and conditions which shall run with the land for the use and benefit of the present and future owners of the lots in the Subdivision (the "Lots"). Developer specifically exempts any other property owned by Developer from the imposition of these Restrictive Covenants.

1. Architectural Committee. Developer will act as Architectural Committee to supervise the observance of these covenants until the Developer deems necessary to relinquish to the owners or until January 1, 2025. Thereafter, an Architectural Committee consisting of at least Three (3) and no more than Five (5) owners of Lots shall be elected by the then owners of the Forty-seven Lots in the Subdivision with the owner or owners of each Lot having one vote per Lot. As used herein, the terms "Architectural Committee" and "Committee" shall mean Developer and the Architectural Committee, which will succeed Developer.
2. Prior Approval of Plans. No building, fence or other structures shall be commenced, erected, placed or altered on any Lot until the plans and specifications showing the nature, kind, shape, dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Architectural Committee. However, if the Committee shall fail to approve or disapprove any proposed plans, specifications or locations, within Thirty (30) days after proper submission for approval, such plans, specifications, and locations shall be conclusively deemed to have received approval. The Committee shall have the right to reject or disapprove any plans which do not comply with these covenants or which are inconsistent with the architectural standards of the Subdivision. This approval must be obtained in writing.

All drainage plans and site clearing plans shall be submitted to the Architectural Committee for the committee's approval prior to the commencement of any clearing, grading or other work on any Lot.

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Book and Page: 61 7380 504

All builders and contractors performing work on any Lot must be licensed in the State of Tennessee to perform such work.

4. Restrictions. All of the Lots shall be used in accordance with the following restrictions:
- a. The Lots shall be used for private single family residential purposes only. No building of any kind whatsoever shall be erected or maintained on the land subject to these restrictions except a private dwelling house having a minimum living area as follows, Ranch homes will have a minimum of Two Thousand (2000) square feet with no attached garage. One Thousand Seven Hundred and Fifty (1750) square feet with an attached garage. 1 ½ story homes will have a minimum of One Thousand Four Hundred (1400) square feet on the main floor. 2 story homes will have a minimum of One Thousand Two Hundred (1200) square feet on the main floor without an attached garage. The above-mentioned livable areas are exclusive of open porches, garages, carports and basements. All plans will be approved in writing by Developer. Only One (1) single-family residence shall be erected on each Lot. It shall be permissible to use One (1) or more Lots, or parts of Lots, to form a single Lot. However, this shall not result in creating additional Lots. Any such replatting or resubdivision must conform to zoning laws and regulations in effect thereon.
  - b. No detached garages or buildings of any type shall be permitted except for bathhouses that are accessories to swimming pools. Bathhouses shall be of the same architecture as the dwelling. No above ground pools and all pool construction will have to be approved in writing by Committee.
  - c. The dwelling must be constructed before the erection of any bathhouse.
  - d. No temporary structure shall be used on any lot at any time as a residence.
  - e. The minimum set-back line of each dwelling from the right of way of the street it faces shall be Twenty-five (25) feet and no dwelling shall be located nearer than Ten (10) feet to any side lot or property line, nor nearer than Twenty-five (25) feet to any side street line, exclusive of any porches, stoops, steps and similar attachments. All yards will have fescue sod from rear corners of the house to the front curb.
  - f. Each residence shall have a garage sufficient to house at least Two (2) cars. The interiors of all garages shall be finished with sheetrock. On corner Lots, the garage may open to the side

- h. The majority of the trees may not be removed from any Lot except in the areas of the Lot on which the house, pool and driveways are to be constructed. Excessive removal of trees will be deemed to be a nuisance. All trees to be removed must be shown on a site clearing plan approved by the Committee.
- i. Any damage done to any street, sidewalk or curbing by the owner of any Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the owner or contractor. The owner or contractor must provide temporary construction support for the curbs and sidewalks during the time of construction.
- j. Only quality materials and design will be accepted on any structure built on any Lot. PermaStone and exposed asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone.
- k. No satellite dishes in excess of Twenty-four (24) inches in diameter or other such structures shall be allowed on any Lot. A satellite dish less than Twenty-four (24) inches in diameter is allowable but may not be placed upon any Lot where it would be visible from the front street.
- l. No chain link fences will be allowed on any Lot. Wooden fences may be constructed with prior written approval of the Architectural Committee.
- m. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.
- n. The owner must from the date of purchase from Developer maintain all of the Lots in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a Lot fails to maintain his Lot in a neat and orderly condition, Developer or the Architectural Committee may enter upon such Lot without liability, put the Lot into an orderly condition and recover the cost of such work from the owner.
- o. The Developer shall have the right to alter, change divide or subdivide any Lot within the subdivision, as it, in its sole discretion, may desire. None of the Lots shall be resubdivided by any other owner thereof but shall remain as shown on the recorded plat except Two (2) or more Lots or parts of Lots may be combined as one in which event the set-back restriction shall be construed as pertaining to the exterior lines of the combined Lots or parts of Lots.

- q. It is the obligation of each Lot owner subsequent to Developer to pay on Forty-seventh (1/47) of the cost of constructing sidewalks in the subdivision. Developer shall furnish each Lot owner a statement of such cost and each owner shall pay such cost to developer within Ten (10) days after receipt of the statement. Developer shall have a lien for such cost on the Lot of any owner who fails to pay such cost when due, together with all costs and attorney fees incurred in enforcing this provision. Upon receipt of the payments from each owner, Developer will cause the sidewalks to be constructed. However Developer has the right to grant to Builder the right to install sidewalk.
- r. No residence shall be rented for a term of less than Six (6) months without the prior written approval of the Committee.
- s. Unless otherwise approved in writing by the Architectural Committee, the roof of all structures on a Lot must have a pitch ratio of not less than Nine (9) to Twelve (12). Ten (10) to Twelve (12) on all Gables.
- t. No garden tools, wheel barrows, lawn mowers, bicycles and other toys or equipment of any nature shall be left unattended in the yard of any Lot visible from any street when not in use. In the event that any Lot owner shall after Three (3) days written notice from the Architectural Committee fail to remove any of the above-described items from the yard then the owner of any Lot violating this provision shall be liable to the Committee for liquidated damages at the rate of Twenty-five Dollars (\$25.00) per day until said items are removed and to payment of such court costs and attorney's fees as may be incurred.
- u. All dogs must be kept in accordance with applicable local and state leash laws. No dog kennels allowed on any premise. Animals will not run free, they shall be leashed.
- v. No laundry will be hung out side on any device or handrails.
- w. All mailboxes must conform to the uniform specifications of the Architectural Committee.
- x. Prior to occupancy of the residence, the front yards of all Lots must be sodded or sown in grass of a variety and in a manner approved by the Committee. Prior occupancy may be approved by the Committee if weather conditions prohibit sodding or sowing.
- y. The entrance sign identifying the subdivision shall maintain the Developer's name and logo thereon in the same size and form as the initial sign.

bb. No trade or business of any kind or character, not the practice of any profession, not any building or structure designed or intended for any purpose connected with any trade or business or profession, not any occupation for profit shall be permitted upon any of the Lots. No nuisance shall be permitted or maintained upon any of the Lots. No livestock or fowl shall be kept or allowed to be or remain on any Lot, although household pets may be kept by the owners of the Lots.

Minor agricultural pursuits incidental to residential use of the Lots shall be permitted, provided that such pursuits are to the rear of the residence and do not include the raising of crops intended for marketing or sale to others.

cc. No sign of any kind shall be displayed to the public view on any Lot except a professionally lettered sign of not more than Five (5) square feet advertising the property for sale, or any signs used by the Developer to advertise the property during construction or sales period. All builder signs must conform to the specifications of the Architectural Committee.

5. Completion of Improvements. No structure on any Lot shall be occupied until a dwelling house and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any buildings are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within Twelve (12) months after commencement of construction. The owner of any Lot violating wither of these provisions shall be liable to the Developer for liquidated damages at the rate of One Hundred and No/100 (\$100.00) Dollars per day for each day the violation occurs, and to payment of such court costs and attorney's fee as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence Ten (10) day after notice from Developer if construction is not resumed within said (10) days.
6. Easements. Developer reserves for itself, its successors and assigns, permanent easements under, along and over any easement areas shown on the plat for the installation and maintenance of utility lines and facilities.
7. Right to Abate Violations. If any owner any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, any other may prosecute any proceedings at law or in equity against the owner or owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

Book and Page: GI 7380 .508

shall in not event be deemed a waiver of the right to do so thereafter as to the same breach, any breach or subsequent thereto.

9. Community Subdivision Sign Easement. That portion of Lots TWO (2) and FORTY FIVE (45) reserved as an easement for the subdivision entrance sign shall be maintained by the owners of each Lot in the subdivision in their prorate share of the total of Forty-seven Lots. For the purpose of maintenance and planting of the easement area, the Architectural Committee is granted the authority to assess each Lot owner an amount equal to 1/47<sup>th</sup> of the amount necessary to pay for the maintenance and planting of the easement area but in no event should said assessment exceed One Hundred (\$100.00) Dollars per Lot per year. Lot owner shall have Thirty (30) days from presentation of bill to pay same and should Lot owner refuse or fail to pay same within said Thirty (30) day period, Architectural Committee shall have a lien for such amount together with all costs and attorney fees incurred in enforcing this provision. However Developer has the right to raise costs as needed.
10. Right to Assign. Any or all of the rights, powers, duties and obligations which are herein assumed by or reserved or given to the Developer, may be assigned and transferred to the Architectural Committee at such time as Developer shall determine. Upon such assignment or transfer, the assignor or transferor and its successors and assigns shall be released from all rights, duties and obligations in this instrument.
11. Property Improvements. That for the purpose of property improvement, as long as it retains record ownership in any Lot in the subdivision, George Luttrell reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by George Luttrell would be conclusive proof that the waiver would not materially affect the purposes sought thereby, by the Developer. Other owners of Lots in the subdivision shall not be entitled to bring suit to enforce the compliances of the original restrictions, where a waiver has been given by the Developer unless it is a violation of the owner entitled to damages from the Developer for any waivers granted by it.
12. Nuisance and Annoyance. No commercial, noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
13. Street Lights. Light poles will be furnished by Developer. Lot owner will supply electrical service and maintenance on pole. Light poles to be installed in location specified by Developer. Lot owners may not remove light poles from Lot and must be maintained by Homeowner.
14. Right of Reservation. There is reserved for the Architectural

the land, and shall inure to the benefit of and be enforceable for a term of Twnty (20) Ycars from the date of this instrument. Prior to such expiration and any extension thereof, the owners of not less than Twnty (20) Lots shall have the right to amend these restrictions from time to time and extend the expiration date in increments of Ten (10) years for a total extension period of nor more than Forty (40) years.

- 16. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions.
- 17. Enforcement. Developer and/or the Architectural Committee are hereby jointly and severally authorized to place a lien upon a lot for any damages, liquidated or otherwise, owned by the owner of any Lot, together with the costs of enforcing the covenants and restrictions of this instrument. The lien may be for the amount sufficint to cover the costs, including legal expenscs of enforcing these restrictions. All such liens shall be subject and subordinate to any deed of trust encumbering any Lot or Lots.
- 18. Amendments. Until such time as the Architectural Committec shall succed the Developer, the Developer shall have the right to amend these restrictions in whole or in part. Any such amendment shall be effective from the time it is filed for record in the register's Office of Hamilton County, Tennessee.

Witness my hand this 23<sup>RD</sup> day of December, 2004.

*George W. Luttrell, Jr.*  
George W. Luttrell, Jr.  
Developer

State of Tennessee  
County of Hamilton

Personally appeared before me, Liz Griffith (name notary public), George W. Luttrell, Jr., the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 23<sup>rd</sup> day of December, 2004.

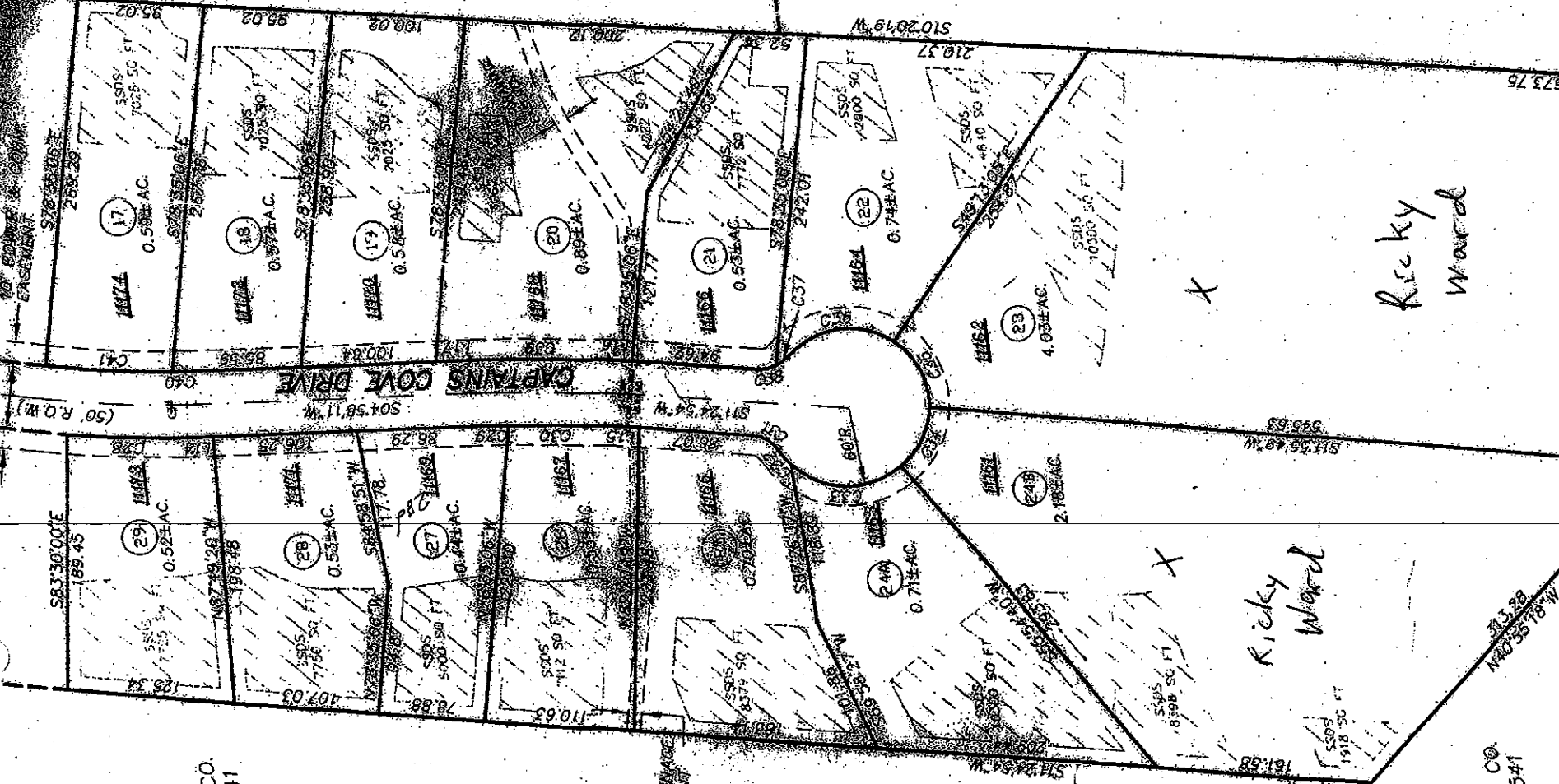
*Liz Griffith*  
Notary Public

My Commission Expires: 9/5/2007



HIWASSEE LAND CO.  
B 1285 PG 541

10' DRAINAGE  
EASEMENT



HIWASSEE I  
B 1285

Ricky  
Ward

Ricky  
Ward

HIWASSEE LAND CO.  
B 1285 PG 541