

This document prepared by:
Travis L. Shields
1030 Main Street
Kimball, TN 37347

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration Of Restrictive Covenants ("Declaration") is hereby made, published and declared this 15th day of March, 2004 by The Cumberlands at Sewanee, LLC, hereinafter collectively referred to as "Owners".

WITNESSETH:

WHEREAS, the Owner owns certain real property (the "Property") located in the Marion County, Tennessee, said property being more particularly described by deed of record in Deed Book 337, Page 504, Register's Office of Marion County, Tennessee which is incorporated herein by reference; and

WHEREAS, it is for the interest, benefit and advantage of the Owner and each and every person or entity that shall hereafter acquire any Tract in Section One Phase One and Section Two Phase One of The Cumberlands at Sewanee subdivision, that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land. The owner reserves the right to develop different restrictions for any tracts outside of any tracts in Section One Phase One and Section Two Phase One of The Cumberlands at Sewanee subdivision. No other provisions withstanding, subsequent sales may have different restrictions to reflect the intended use as appropriate with the geography.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner and each and every subsequent owner of any of the Tracts in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Tracts and to all persons owning any of said Tracts hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owner for a period of twenty five (25) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of twenty five (25) years each unless it be agreed by a vote of two thirds (2/3) majority of owners of Tracts (then subject to this Declaration) within the subdivision with each such Tract to carry one (1) vote, to alter, amend, or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended, or revoked as determined and agreed upon by such two thirds majority and evidenced by written agreement relative thereto duly recorded in the Register's Office of Marion County, Tennessee.

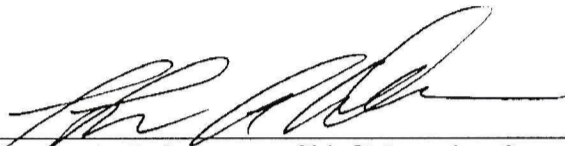
- 1. Land Use and Building Type.** No Tract shall be used except for private, single family residential purposes. No business of any nature shall be conducted on any Tract except for agricultural activities or other businesses conducted within the confines of the residence. However no manufacturing or retail business of any kind shall be allowed.
- 2. Resubdivision.** No Tract is to be resubdivided into less than 5 acres of property.

3. **Dwelling Size.** The minimum square footage of living area of any residence erected in said subdivision shall be no less than one thousand (1000) square feet on the primary floor, as measured from the exterior walls; provided, however, garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square footage requirements.
4. **Building Location.** Any building located on any Tract shall comply with the minimum building setback lines as may be shown on the plat of the Subdivision and all applicable zoning laws and regulations. For the purposes of this covenant, eaves, open porches, and decks shall be considered as a part of the building.
5. **Easements.** Each of the Tracts of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities for a width of fifteen (15) feet along all Tract lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; however, no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. If one owner owns adjoining Tracts, this provision shall not apply to the interior Tract lines as long as the Tracts are so owned.
6. **Utilities.** All utilities located outside of the platted right of ways shall be constructed in accordance with federal, state, and local guidelines.
7. **Sewage Disposal.** No individual sewage disposal system shall be permitted on this real estate, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both the State and local public health authorities. Approval of such system, as installed, shall be obtained from such authorities.
8. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than sixty (60) days. In any event, construction must be completed within nine (9) months of its commencement.
9. **Maintenance of Construction Site.** Builders shall maintain Tracts and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.
10. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No trailer, mobile home, double-wide mobile home, tent, or shack shall be erected on or moved onto any Tract, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. The outside of any building so occupied must be completed before occupancy. However a camper or recreational vehicle (RV) may be occupied but not for a period of more than 30 days of continuous use and no more than 90 days out of any year.
11. **Garbage and Refuse Disposal.** No Tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept

- except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.
- 12. Nuisances.** No noxious, offensive or illegal activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no exterior storage or parking of any vehicle, boat, motorcycle etc. on any Tract for longer than one month. Such items shall be maintained in covered storage areas or garages.
- 13. Signs.** No sign of any kind shall be displayed to the public view on any Tract except for signs of reasonable size advertising the property for sale or rent.
- 14. Livestock and Poultry.** Agricultural uses are permitted on any Tract so long as such do not constitute a nuisance. Household pets may be maintained so long as such do not constitute a nuisance. However no hogs, pigs, or poultry are allowed on any Tract.
- 15. Covenant with Respect to Maintenance of Tract and Improvements.** Each owner shall keep his or her Tract and any structures thereon in good order and repair including but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Tract shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Tract during a period of construction thereon. Each owner, in acquiring title to his or her respective Tract, acknowledges that the décor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the subdivision and agrees to maintain his or her respective Tract and structure in such a manner as to maintain and perpetuate the visual harmony within the Subdivision.
- 16. Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Tract owner agrees as follows:
- (A) In the event of total destruction, the owner of the particular Tract shall promptly clear the Tract of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure.
 - (B) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (A) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

- 17. Enforcement.** Any Tract owner may enforce the covenants and restrictions contained herein by bringing an action at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both. In the event that person(s) bringing such action is successful, the unsuccessful party (parties) shall be liable for all costs of the proceeding, including the successful party's (parties') attorney fee and such other trial costs as the court may allow (e.g. expert witness' charges).
- 18. No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.
- 19. Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgement or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this declaration are declared to severable.

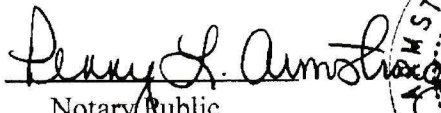
IN WITNESS WHEREOF, the owner has caused this declaration to be executed on the day and date first above written.



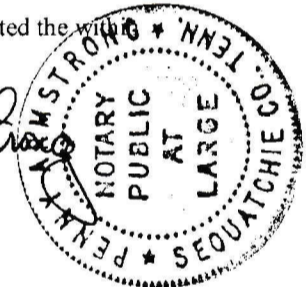
 Thomas A. Dobson Chief Managing Operator

**STATE OF TENNESSE
COUNTY OF MARION**

On this 3rd Day of May, 2004, before me personally appeared Thomas A. Dobson the within named owner, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidenced to be the persons herein described) and who acknowledged that they executed the within instrument for the purposes therein contained.



 Penny L. Armstrong
 Notary Public



My commission expires: 4/24/07

BK/PG: 339/1657-1660

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|---------------------------|-------|
| 4 PGS : AL - RESTRICTIONS | |
| SANDRA BATCH: 1946 | |
| 05/04/2004 - 11:28 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 20.00 |
| DP FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 22.00 |

STATE OF TENNESSEE, MARION COUNTY

WINFRED HAGGARD
REGISTER OF DEEDS