

## DECLARATION OF RESTRICTIVE COVENANTS FOR REMINGTON

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 22<sup>nd</sup> day of MAY, 2007 by Harold and Peggy Evans (the "Owner")

### WITNESSETH:

WHEREAS, the Owner owns certain real property known as the Remington Subdivision, a plat of which is recorded in the Register's Office for Putnam County, Tennessee, in Plat Book E, Page 159A (the "Property"); and

WHEREAS, it is for the interest, benefit and advantage of the Owner, also sometimes called the "Developer", and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any re-subdivision thereof, (all such lots, collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to the covenants running with the land;

WHEREAS NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner, Developer, and each and every subsequent Owner of any of the Lots or portion of said Lots 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 Lots and portions of said Lots, and to all persons owning of said Lots or portions thereof, thereafter. 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.

1. **Land Use:** No Lot shall be used except for private, single family residential purposes. Each Lot shall contain no more than one (1) residential dwelling. No business of any nature shall be conducted on any Lot. No portion of any Lot or any structure on any Lot shall be permitted to be used for commercial purposes, or as a workshop for commercial purposes.

2. **Dwelling Size:** One-story residences shall contain no less than 2,500 square feet. Two-story, one-and-a-half story and split-level residences shall contain not less than 3,000 square feet. One-and-a-half story and split-level homes must contain no less than 2,000 square feet on the main level. The foregoing minimum square footage requirements are exclusive of garages, basements, porches, terraces, carports and similar appurtenances. Square footage can only be counted if heated and cooled and completely finished. All residents must have a minimum of a two-car attached garage in addition to the minimum square footage requirements set out above. Drive-in basement garages are acceptable to meet this requirement on two-story and split-level residences; however one-story residences must include a two-car attached garage.

Prepared By: Harold Evans

3. **Exterior Quality:** The exterior of all dwellings shall be constructed of any combination of brick, stone, stucco (such as Drivet) or cement board (such as Hardi-Plank, Cem-Plank). Other materials must be approved in advance, in writing by Developer. Soffit can be vinyl, wood, high-density board, etc. All residential materials must be approved for use by the Southern Building Code. All residential dwellings shall have a continuous foundation and all concrete block visible in the foundation or any other portion of the residence, or any other building, retaining wall, or structures shall be faced with brick or stone. The roof on the major portion of any structure must have a minimum 7/12 pitch. This includes outbuildings. Any exceptions must be approved by Developer in writing. All outbuildings shall be constructed of materials to match exterior of main dwelling. Metal roofs shall not be allowed on residences or outbuildings.

4. **Detached Buildings:** Only one (1) detached building can be placed on or erected on any Lot and shall only be used for a pool house. Any such detached building must meet the same restrictions as to the materials and construction as the dwelling house on the Lot, and must be behind the rear corner of the house.

5. **Driveways and Parking Areas:** All driveways and parking areas on each Lot shall be of concrete or asphalt and poured upon completion of the house.

6. **Building Location:** No building or structure of any kind shall be constructed or maintained on any Lot which extends over the setback lines as shown on the recorded plat; Setback lines from the property lines are shown on the plat, and are: 65' front, 10' side, 30' rear and 25' side-street, except for Lot 1 which shall only have a 35' front setback line. The Developer expressly reserves the right to amend or alter the setback lines, with the approval of the appropriate planning commission office or other applicable governing authority. All buildings must face the 65' front setback, including those built on corner lots. Only eaves and porch steps are allowed to extend into front and side setbacks. Under no circumstances shall porches or any other part of structure be allowed to do so.

7. **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 the completion for more than ninety (90) days. In any event, construction must be completed within twelve (12) months of its commencement.

8. **Construction Site Maintenance:** Lots shall be maintained in a clean manner during construction. 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.

9. **Dwellings, Temporary Structures, Garages and Outbuildings, Etc.:** No trailer, mobile home (including double-wide mobile homes), modular home, old house, house constructed off premises, tent, shack, or any other outbuilding (except for bath houses that otherwise comply with this declaration) shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be

permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the Subdivision.

10. **Nuisances:** No commercial vehicles, horse trailers, off-road vehicles, boats or RVs shall be permitted to be stored or parked on any Lot (other than within the garage) or on any street, except trucks currently engaged in ongoing construction of dwellings or infrastructure in the Subdivision. No noxious, offensive or illegal activity shall be carried on, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no exterior storage of any junk vehicle, junk or scrap accumulation. Vehicles not licensed in the current year will be deemed a junk car.

11. **Re-subdivision:** The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot except for any revisions to the recorded plan or re-subdivision by the Developer, no Lot may be re-subdivided nor its boundaries changed without the consent of the Developer, or of at least seventy-five percent (75%) of all Lot Owners, each Lot to carry one (1) vote, and without the prior approval of the appropriate Planning Commission Office or other applicable governing authority.

12. **Swimming Pools and Bathhouses:** Any swimming pool or bathhouse must be located to the rear of the residence or enclosed therein and be at least twenty (20) feet from any property line. All swimming pools shall be in-ground and enclosed for safety by a wall or fence at least five (5) feet in height. No above ground pools shall be allowed. Exterior walls of all bathhouses shall conform and be of the same materials as the residence. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures in the Subdivision. All fences and walls must be kept neat, maintained and structurally sound.

13. **Vegetable Gardens:** Vegetable gardens may be grown only if rigorously maintained. Gardens shall not obstruct the view of any dwelling that is viewed from the street.

14. **Antenna, Satellite Dishes and Other Electronic Devices:** No exterior antenna and no satellite dish greater than twenty four (24) inches in diameter, or other electronic device of a similar nature shall be placed on the dwelling or any building or on the Lot. No portion of a satellite dish mounted on the roof of any building may extend more than two (2) feet above the height of the roof at the place where the satellite dish is connected.

15. **Underground Utilities, Wiring and Pipes, Etc.:** All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or other utility service shall be underground.

16. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) dogs, cats or other household pets may be kept inside of the home of a Lot owner, provided they are not bred or maintained for any commercial purpose. If any household pet shall exit the home of its Owner, it shall be kept on a leash in accordance with State law.

17. **Covenant with Respect to Maintenance of Lot and Improvements:** Each Owner shall keep his or her Lot and any structures thereon in good order and repair, including but not limited to, the seeding, 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 Lot 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 Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. Lawnmowers and other maintenance equipment shall be stored inside the garage.

18. **Driveway Culverts:** The City of Cookeville Street Department or other appropriate government authority must approve driveway culverts prior to installation. The minimum acceptable width is 30'.

19. **Fences and Mailboxes:** No fences of any type shall be permitted forward of the front building line of the dwelling on the Lot without the prior written approval of Developer or seventy-five (75%) percent of Lot Owners. Fences shall be of high-quality painted aluminum or vinyl where allowed. In addition, fences shall not exceed 8' in height. Mailboxes shall be constructed using brick, stone or stucco and shall match the exterior color of the residence.

20. **Damage, Destruction or Maintenance:** In the event of damage or destruction to any structure within the Subdivision, each respective Lot Owner agrees as follows:

a) In the event of total destruction, the Owner of the particular Lot shall promptly clear the Lot 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 in excess of ninety (90) days from the date of the event of damage or destruction.

21. **Easements:** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision, or in subsequent recorded resubdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the Owner for any permitted purposes; provided, however, that no structure necessary for public utilities are damaged. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may reasonably necessary, from the front Lot line to the rear Lot line in any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The Owner of any Lot burdened by a

drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over the through said drainage easement.

22. **Enforcement:** Any Lot Owner may enforce the covenants and restrictions contained herein by bringing an action or actions 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 therefore, or both, including all attorney's fees reasonably incurred in enforcing these restrictions. These restrictions shall be deemed covenants running with the land. It is further agreed by any purchaser of Lot(s) so restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.

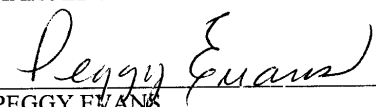
23. **Severability:** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions. Any portion therefore, which shall remain in full force and effect. To this end the provisions of this declaration are declared to be severable.

24. **Amendment:** Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners/Developers, its successors and assigns, in their sole discretion, to modify, release or amend all covenants and restrictions contained herein, including without limitation, the right to use a Lot owned by the Owners/Developers as a street to connect to any adjoining property that may be developed, and also to re-subdivide a lot or tract as long as the newly created lots meet applicable government subdivision regulations, until such time as Owner/Developer has sold all of the Lots; and thereafter this declaration may be modified and amended by the vote of at least seventy-five (75%) percent of the Owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Putnam County, Tennessee.

25. **No Reverter:** No restrictions or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

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

BY:   
HAROLD EVANS

BY:   
PEGGY EVANS

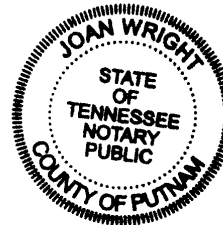
STATE OF TENNESSEE   )  
                                  )  
COUNTY OF WHITE       )

Before me, a Notary Public in and for said County and State, personally appeared, HAROLD EVANS and PEGGY EVANS, with whom I am personally acquainted (or who has proven to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, at Cookeville, Tennessee, this 22 day of may, 2007.

Joan Wright  
NOTARY PUBLIC

My Commission Expires: 9/21/10



|                         |                      |
|-------------------------|----------------------|
| Harold Burris, Register |                      |
| Putnam County           |                      |
| Rec #: 61340            | Instrument #: 81988  |
| Rec'd: 30.00            | Recorded             |
| State: 0.00             | 9/14/2007 at 1:54 PM |
| Clerk: 0.00             | in Record Book       |
| EDP: 2.00               | 419                  |
| Total: 32.00            | Pgs 723-728          |