

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
RAINWATER COVE**

THIS DELCARATION made and entered into this 12<sup>th</sup> day of May, 2004,  
by John Parker (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situated in Jefferson  
County, Tennessee, more particularly described on Exhibit "A" which is attached hereto  
and incorporated by reference herein (the "Property") and as shown on the Plat of  
**RAINWATER COVE** of record in Plat Cabinet H, Slide 263, Register's Office,  
Jefferson County, Tennessee, having acquired the same by deed of record in Book 563,  
Page 34, in the Jefferson County Register's Office; and

WHEREAS, it is the desire of Declarant to impose on the property the restrictions  
contained herein.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held,  
sold and conveyed subject to the following easements, restrictions, covenants, conditions,  
which are for the purpose of protecting the value and desirability of and which shall run  
with the Property and be binding upon all parties having any right, title or interest in or to  
said Property of any portion thereof, their heirs, executors, administrators, legal  
representative, successors and assigns, and which shall inure to the benefit of each owner  
thereof.

**ARTICLE I  
DEFINITIONS**

Section 1. EASEMENTS. Shall mean all sidewalks, walkways and driveways  
now or hereafter located upon the Property, as well as all drainage, sewage, ingress and  
egress and utility easements, whether now or hereafter of record.

Section 2. LOT. Shall mean and refer to any numbered plot of land shown on any  
recorded subdivision map of the Property, and the improvements located thereon.

Section 3. OWNER. Shall mean and refer to the recorded owner (other than  
Declarant), whether one or more persons or entities, of a fee simple title to any lot which  
is a part of the Property, but excluding those persons to entities having such interest  
merely as collateral security for the payment of a debt or for the performance of an  
obligation.

Section 4. RESTRICTIONS. Shall mean the restrictions and covenants  
established by this declaration.

*JMP*

**ARTICLE II  
SEWAGE DISPOSAL**

Section 1. SEWAGE DISPOSAL. All private sewage disposal systems provided by the individual lot owners shall be installed in a manner as to fully comply with all laws and health regulations of the State of Tennessee Department of Environment and Conservation. No outside toilets shall be permitted in the development except for portable toilets during construction.

Section 2. TYPE OF SEPTIC TANK. All septic tanks shall be made of concrete and shall meet the Tennessee Department of Environment and Conservation, Division of Ground Water Protection Standards.

**ARTICLE III  
USE RESTRICTIONS**

Section 1. LOTS. Each Lot shall be occupied only by the Owner thereof, members of his family, his servants, guest, and/or tenants, as a single family residence and for no other purpose.

Section 2. USES. No noxious or offensive activity shall be conducted upon any Lot, or any unlawful activity, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 3. ANIMALS. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any dwelling thereon, except dogs, cats and other household pets may be kept or maintained; provided however, that they are not kept or maintained for commercial purposes, that they do not constitute or create an annoyance or nuisance to the neighborhood.

Section 4. OUTSIDE ANTENNAS. No outside antennas shall be erected upon any Lot or upon any structure thereon within the property.

Section 5. TEMPORARY STRUCTURE. No structure of a temporary nature, including but not limited to any trailer, tent, shack, garage, barn or other outbuilding shall be used on any Lot or any time as a residence, either temporarily or permanently.

Section 6. SIGNS. No sign of any kind shall be displayed to the public view on any Lot or any portion of the Property except for signs not exceeding six square feet advertising any Lot for sale.

Section 7. GARBAGE AND REFUSE DISPOSAL. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept on any Lot, except in sanitary containers which containers shall be screened from public view, following trash or rubbish collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.



Section 15. UNDERGROUND ELECTRIC. The owner of each Lot shall place the electric line from the street to the house underground.

Section 16. LEASE PROVISIONS. Every lease of a Property shall be subject to and contain the following provisions; No Owner shall lease less than his entire Property, and no lease shall be for a term of less than one year. There shall be no rental signs placed on said property for the purpose of advertising said property for rent. No nightly, weekly or monthly rentals are permissible.

#### **ARTICLE IV EASEMENTS**

No Owner shall block, disrupt or otherwise unreasonably interfere with, nor permit any member of his family or any of his servants or invitees to block, disrupt or unreasonably interfere with the use an enjoyment of the Easements by any other Owner, his family members, servants and invitees. Further, easements for installation and maintenance of utilities and drainage facilities are reserved, as shown on the recorded plat of the Property. Within these utility and drainage easements, no structure, planting or other material shall be placed or be permitted to remain which may interfere with the installation and/or maintenance of such utilities or which may in any way adversely alter surface water drainage.

#### **ARTICLE V GENERAL PROVISIONS**

Section 1. EFFECTIVE DATE. The covenants and restrictions herein set forth shall be and become effective as of the 11<sup>th</sup> day of May, 2004, and shall be binding upon all Owners and all persons claiming under them for a period of ten (10) years from and after said date, at which time, these covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the persons who are then Owners, it is agreed alter, amended or terminate the same, in whole or in part.

Section 2. ENFORCEMENT. If any Owner or any person or entity claiming under or through any Owner shall violate or attempt to violate any of the covenants or restrictions herein set forth, the other Owner shall have the right authority to prosecute any proceedings, at law or in equity, against the person or persons violating or attempting to violate any such covenant or restrictions, for the purpose of Preventing him or them from so doing and/or for the purpose of recovering damages or other dues resulting from any such violation of attempted violation.

Section 3. SEVERABILITY. If any covenant or restriction herein set forth shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining covenants and restrictions herein set forth shall remain in full force an effect, as though such invalid, illegal or unenforceable covenant or restriction were not herein contained.

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Section 8. VEHICLES AND PARKING. No vehicle of any type shall be permanently or semi-permanently parked on the Property or in the vicinity of any Lot for purposes of storage or for purposes except in a garage (the door of which shall be kept closed). On street parking is specifically limited and restricted to the reasonable use of the guests and invitee of Lot Owner. The placing or storage of junk automobiles or bus bodies is prohibited. The property shall not be used as a junk yard.

Section 9. COMMERCIAL AND RECREATIONAL VEHICLES. No commercial or recreational vehicle, including, without limitation, camping trailers, boats, motor homes and the like, shall be parked upon any outside portion of the Property for extended periods or allowed to displace any Lot Owner's other vehicle(s) due to storage in garage areas. Such vehicles shall be kept to the rear of the owners dwelling and upon a paved surface if not garaged.

Section 10. FENCES. Except for fencing and masonry walls constructed, erected and/or located on the Property as of the date hereof, no fence or masonry wall shall be permitted beyond the building lines established for the Property by Declarant.

Section 11. LANDSCAPING. All Lots shall be landscaped with grass and shrubbery.

Section 12. MINIMUM SIZE. No dwelling shall be erected, placed, altered or permitted to remain on any Lot, which dwelling shall have a floor area less than 1,600 square feet for a one story dwelling or 2,400 square feet for a two story dwelling. In computing said minimum floor area, measurements shall be from exterior wall to exterior wall, but shall include no porches, carports or garages. Adequate storage space shall be provided for each residential unit for storage of lawnmowers, small tools and the like. Each dwelling shall have a minimum two car garage attached. Detached garage must be of the exact exterior finish materials as the main frame of the home.

Section 13. BUILDING TYPE. All structures shall be constructed on solid non-combustible foundation and the outside wall finish shall be of weather board, stucco, stone, brick, logs or better. No building shall be erected, placed or altered on any lot whose finished construction contains exposed concrete blocks. No old buildings shall be moved onto any lot nor shall underground or sod covered homes be allowed. Basement or foundation walls constructed of concrete blocks will be stucco, a color that compliments the residence and there shall be no open crawl spaces. No slab construction will be permitted. No residence shall have an exterior finish of greater than fifteen percent (15 %) vinyl siding. No single or double wide homes will be allowed. No split foyer construction will be allowed.

Section 14. MAINTENANCE. All Lots shall be maintained in a neat and attractive manner and shall be mowed at least monthly during the growing season.

A handwritten signature in black ink, appearing to read "JMS", is located in the bottom right corner of the page.

Dated this 12<sup>th</sup> day of May, 2004.

[Signature]

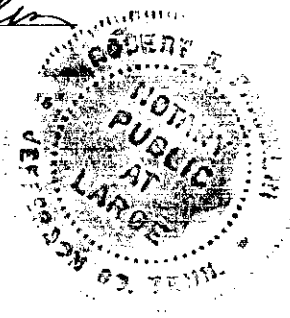
STATE OF Tennessee  
COUNTY OF Jefferson

Personally appeared before me, Robert E. Franklin, a Notary Public in and for State and County, the within named bargainor(s), John Parker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 12<sup>th</sup> day of May 2004.

Robert E. Franklin  
Notary Public

My Commission Expires: Sept 21, 2004



BK/PG: 649/689-693

04080543

5 PGS : AL - RESTRICTIONS	
JM BATCH: 405	
05/13/2004 - 12:20 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE of TENNESSEE, JEFFERSON COUNTY

SARAH WEBB  
REGISTER OF DEEDS

[Signature]