

RESTRICTIVE COVENANTS
OF
HIDDEN COVE ESTATES

These restrictive covenants will apply to the property shown on a surveyed plat filed in Plat Book 1, Page 72, Register's Office of Clay County, Tennessee, and Plat Cabinet A, Folder 125, Register's Office of Overton County, Tennessee.

1. The land shall be used exclusively for residential purposes with not more than one single-family dwelling with attached garage erected or maintained thereon, on any tract of 3.3 acres or less, and such dwelling shall have finished first floor area of not less than 1200 square feet.
2. No buildings shall be erected, placed or permitted upon any tract of this property closer than 40 feet from the road right-of-way as presently located.
3. No dwelling, including an attached garage, if any, shall be located on any tract or parcel of this property nearer than 30 feet to any interior tract line.
4. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
5. No buildings shall be erected on the premises other than single-family dwelling houses with attached garage as aforementioned, with the exception of one outbuilding which is for the exclusive use of the occupiers of the dwelling house erected on said land. Such outbuildings shall be constructed in a attractive and environmentally compatible manner to the residence situated on said premises and other residences in the area, and shall be located in such a way that they are not visible from the road.
6. There shall be no mobile or modular homes located on said premises.
7. After the commencement of construction of any structure, fence or wall permitted hereby to be constructed, the same shall be completed with reasonable diligence, but in any event all exterior construction, including finish coat of paint or stain shall be completed within one year from the date of commencement. Upon completion of construction, a lawn must be installed and maintained in a timely fashion.
8. No noxious or offensive trade or activity shall be carried on any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This includes the discharging of firearms. No hunting of any kind will be allowed on said premises.
9. No animals, livestock or poultry of any kind shall be raised or kept on any lot, except dogs, cats or other household pets that are not kept or maintained for any commercial purposes. these pets shall be kept, housed, cared for, and maintained in a fashion which mitigates potential adverse effects such as noise, odor, or unsanitary conditions and does not constitute an annoyance or nuisance to neighbors. The total number of animals for each lot shall not exceed six (6). Offspring of any of the above-

11. Under no circumstances shall any nuisance be permitted, erected, placed or suffered to remain upon said premises, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of any holder of adjoining land.

12. No car or truck bodies, or other vehicles not in running condition, may be kept on any lot unless within a garage or screened from view from any house, street or driveway.

13. No individual signs of any type shall be allowed in the area except for (a) signs posted by the Development Group to facilitate the sale of any Developer-owned lot, (b) a sign offering a property for sale or rent; (c) any signs posted during construction by any contractor and (d) a name and address sign situated on its own respective lot.

14. All rubbish, trash and garbage shall be regularly removed from the property, and shall be allowed to accumulate thereon. No burning of rubbish, trash or garbage is allowed. Any human or animal wastes shall be disposed of in such a fashion so as not to come either a health hazard, odor problem or source of insect problems.

15. No lot shall be used in any manner to explore for or to remove oil or other hydrocarbons, natural gas, minerals of any kind, gravel, or earth for off-site purposes.

16. Enforcement shall be by any lot owner by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction, either to restrain violation or recover damages.

17. The restrictive agreements, covenants and restrictions shall be subject to modification by agreement executed by a majority of the owners, with each owner to be entitled to one vote per lot owned.

This 22 day of April, 1997.

Ron Roberts
RON ROBERTS

Roger Roberts
ROGER ROBERTS

Wm C. Boyers
BILL BOYERS

conditions and does not constitute an annoyance or nuisance to neighbors. The total number of animals for each lot shall not exceed six (6). Offspring of any of the above-mentioned animals shall be considered for these purposes to apply toward the permitted total when they reach six months of age.

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10. No business of any description should be conducted upon the property hereby conveyed. This allows for exceptions as: (a) a home office in which only the owner of the lot and the owner's immediate family are employed and when no customers or invitees come upon any lot for a commercial purpose; or (b) a home occupation such as writing or art/crafts production. These exceptions are permissible only when they cause no adverse impact upon the people within the area.

