

Recorded 8-3-07

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SHADOW MOUNTAIN ESTATES**

WHEREAS, Shadow Mountain Partnership (hereinafter “**Declarant**” or “**Developer**”) is the owner and developer of **Shadow Mountain Estates**, a plat of which appears of record at Plat Book 11, pages 91, 92 and 93 Register’s Office, Cumberland County, Tennessee.

WHEREAS, the Declarant desires to impose certain restrictive covenants, conditions, and reservations on the lots in said subdivision for the benefit and protection of owners and to insure the future value and attractiveness of lots in the subdivision; and

WHEREAS, these restrictive covenants, conditions and reservations shall be made a matter of public record and the property in said subdivision shall be conveyed subject to such restrictions, conditions, and reservations.

NOW, THEREFORE, in consideration of the premises, the Declarant imposes upon Shadow Mountain Estates the following restrictions, conditions, and reservations, all of which shall be deemed covenants running with the land and be binding upon all future owners, to wit:

This instrument prepared by:
LOONEY, LOONEY & CHADWELL, PLLC
156 Rector Avenue, Crossville, Tennessee 38555
C2:e:Restrictions/Shadow Mountain Estates (Restrictive Covenants)

1. All lots in Shadow Mountain Estates shall be used for residential purposes only, and no commercial activity shall be conducted from or allowed on any lot in the subdivision.

2. For a period of five (5) years after the recording of these Restrictions, all plans for dwellings to be constructed on lots in Shadow Mountain Estates shall be submitted to the Developer for review and approval. The Developer's right to approve plans shall be limited to site development, landscaping, exterior design, appearance, materials and aesthetics. The Developer shall not be responsible or liable for (a) any defects in any plans or specifications submitted; (b) any loss or damages to any person arising out of the approval or disapproval of any plan or specifications; (c) any loss or damages arising from the non-compliance of such plans or specifications as with any governmental ordinance or regulation; non-compliance of such plans or specifications as with any governmental ordinance or regulation; nor, (d) any defects in construction undertaken pursuant to such plans and specifications. Developer's review, approval, or objection to approval will be completed no longer than ten days receipt of the plans and specifications. Failure to respond within two (2) weeks by Developer, shall be construed as approval and construction may commence according to such plans and specifications.

3. No single lot shall contain more than one dwelling. No dwelling, which is constructed on any lot in the subdivision, shall have less than Seventeen

Hundred (1,700) square feet of heated living area, excluding porches, garages, breeze ways, patios and storage areas. Houses in excess of one (1) story must contain no less than Sixteen Hundred (1,600) square feet of heated floor space on the first floor. Homes located on Lots 23, 24, 25 and Lots 42 thru 69, inclusive, shall not exceed One and One-Half (1-1/2) stories in height. This shall not, however, prohibit the construction of a basement underneath the first floor. No concrete blocks are to be exposed to view, if above ground level, and shall instead faced with brick, stone or stucco. Roofs shall have at least four (4) planes, with the main body roofline having a pitch of a minimum of 8/12 on One (1) and One and One-Half (1-1/2) stories and at least 6/12 pitch on any Two (2) story house. The exterior front walls of each dwelling shall have at least One Hundred (100%) percent stone, brick, or stucco. However, hardy plank may be permitted for up to twenty (20%) percent of said exterior front wall after review of the house plans. No log homes or metal roofs are permitted.

4. No dwelling or other improvement or structure shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line, or lines, nor nearer to any side line or rear line than as shown as the minimum setback requirement upon the recorded plat of said subdivision. This requirement shall apply to and include porches, verandas, and other similar projections of said dwelling. In addition, all set back lines, utility easements, general notes or other requirements or conditions found on the plat of Shadow Mountain Estates recorded with the Cumberland

County Register of Deeds at Plat Book 11, pages 91, 92 and 93, are hereby adopted as set out verbatim and must be adhered to or a violation of these covenants will occur.

Minimum set-back lines as shown on said plat are thirty (30) feet from the boundary lines along any roadways and ten (10) feet along all other boundary lines of the lot.

5. In addition to the dwelling, one (1) detached garage or storage building, not exceeding 1200 square feet, at ground floor level, may be constructed on each residential lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of the dwelling and shall contain One Hundred (100%) percent stone, brick, stucco, or hardy board on the front exterior wall. However, no more than twenty (20%) percent may be hardy board. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. In addition to the building set-back requirements shown on the Plat of Shadow Mountain Estates, no detached garage or storage building shall be closer than Eighty (80) feet from the front and twenty (20) feet from the side lot lines.

6. All homes and other permitted structures must be constructed of new material and be of good quality workmanship. No trailers, modular homes, preconstructed homes, mobile homes or any other type of movable home or dwelling shall be allowed. All lots shall be used and occupied solely for private residential purposes by single family. No lot shall be used for multifamily, condominium,

townhouse, commercial/business or interval ownership usage.

7. Driveways must have a metal or concrete culvert of sufficient size and in compliance with the requirements of the Cumberland County Road Superintendent and/or any other governing laws at the time said culvert is installed. Within one (1) year from the date of completion of construction of a dwelling on a residential lot in the subdivision, a driveway to said home must be paved with concrete, asphalt surface material, or other approved type of hardtop surface. The garage entrance shall be to the side or rear of the dwelling structure as same relates to the road which the dwelling structure faces. The garage shall be of sufficient size to accompany the number of vehicles owned by the occupants, but in no case, less than two. Carports are not allowed.

8. With the exception of the right of the Declarant to subdivide lots, no lot shall be re-subdivided, provided however, nothing herein contained shall prevent the owner to two or more adjoining residential lots from considering the combined area of the two or more residential lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for utilities shall be constructed and interpreted to apply to the outside lines of the two or more combined residential lots and not to the line which is common to both residential lots or the interior lines of the residential lots. If two or more residential lots are combined under the provisions of this paragraph, they may not in the future be re-subdivided. The Declarant for a period of Five (5) years from and after the date of the recording of this Declaration shall have the

right to further subdivide lots, provided that in no event shall any lot be less than one-half (1/2) acre in size, and provided further, that all such re-subdivided lots shall be fully subject to the provisions of this Declaration.

9. No lot shall be used to provide ingress or egress to or from another lot in the subdivision or another property outside the subdivision, unless the lot owner has two or more adjoining lots that are being combined as one building lot pursuant to paragraph eight (8) above or unless the Developer gives express permission for same. No lot shall be used to provide service to property outside of the subdivision without the express written consent of the Developer.

10. No radio or television antennas or satellite "dishes" larger than 39 inches shall be erected, reconstructed, placed or suffered to remain on said premises.

11. All outdoor lighting shall be installed and maintained in such manner as to minimize the transmission of light to any adjoining property owners. Outdoor lighting to illuminate an owner's property shall be directional and directed toward such owner's property and away from adjoining properties. This is not intended, however to prohibit the use of reasonable lighting devices to mark walkways, driveways, and driveway entrances.

12. No motor home, camper, recreational trailer, basement, foundation, unfinished dwelling, tent, garage, barn, or other outbuilding shall at any time be allowed as a temporary or permanent living quarters.

13. Each Lot owner shall provide a screened area not generally visible from the road to serve as a service yard and an area for the storage of garbage receptacles, wood piles, and fuel tanks or similar storage receptacles. Garbage receptacles and fuel tanks may be located outside of such screened area if located underground or located on a concrete pad and hidden from view by appropriate landscaping. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping.

14. The exterior of any structure on the lot, whether it be primary residence or otherwise, shall be completely finished within six (6) months from commencement of construction. The dwelling house shall be the first building constructed on any lot. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction. No dwelling shall be occupied until construction is substantially complete. Landscaping around the dwelling structure shall be completed within four (4) months following completion of construction.

15. All service wires or lines to the home and outbuildings including, but not limited to, those for water, sewer, electrical, telephone, and cable service, if available, shall be placed underground from the main supply lines and in accordance with all applicable federal, state, and local laws and regulations.

16. No animals, livestock or poultry of any kind shall be kept on any lot

within Shadow Mountain Estates except for household or companion pets, such as a dog or cat. As to such pets, they shall be kept in such a way not to endanger the health, safety or welfare of or unreasonable disturb the Owner of any Lot or Living Unit within the Properties. All pets must be secured by leash or lead, or under the control of a responsible person and obedient to that person's command at any time they are permitted outside the owner's house or other enclosed area on the owner's Lot for such purpose which has been constructed for the maintenance and confinement of pets. Pets must be kept in such a way as not to violate any law or local ordinance or constitute a nuisance. Dogs or cats running free which are not under the control of their owner or master will be reported as a stray and subject to the same lawful disposition as are applicable to stray animals. Dogs or cats running at large shall be deemed to be a nuisance carried on by its owner or master and subject such person(s) to lawful restraint and damages.

17. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

18. No lot or parcel of land in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition and

not visible from the road except on days before, on and after garbage pickup.

19. Swimming pools must be located in the backyard and shall be constructed below ground level. The construction of said pools shall be completed and maintained in accordance with applicable laws and regulations of the State of Tennessee. In the event the backyard is not fenced, the swimming pool must be fenced.

20. No fencing shall be allowed between the front of the home or any improvement and the street upon which the home faces. Any fencing placed shall be constructed in a uniform and workmanlike manner between the back of the house and the rear lot line.

21. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pickup truck not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton), shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view, or parked in an area out of view from all streets in the subdivision. Automobiles and other vehicles of guests and invitees shall be parked in the driveway of the lot owner and not parked in the street unless space does not permit and then such parking in the streets will be done in a lawful manner and only for a temporary period of visitation to the lot owner. Below ground garages for motor homes may be constructed on Lots 58, 60, 70 or 71, provided the entrance to such garages on Lots 70 and 71 shall be from behind the house and the entrance on Lots 58 and 60 are from the side of said lots.

22. After two (2) years from the date this instrument is filed with the Cumberland County Register of Deeds, the maintenance and upkeep of the entrance sign, entrance sign landscaping and lighting, as well as the right-of-ways shall be the responsibility of all lot owners. The lot owners may establish a non-profit association or entity to be known as the Shadow Mountain Property Owners Association, as further addressed below.

23. Lot owners performing any construction are responsible to ensure no violations are made of the Tennessee Water Quality Control Act or any other law, regulation or ordinance regarding water quality or storm water runoff. Lot owners must obtain and adhere to any permits needed for excavation and/or construction and hereby hold the Developer harmless for failure to obtain permits or violations of any law, regulation or ordinance due to said lot owner's construction or improvement of said lot.

24. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or person owning any lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for

such violation. If any lot owner(s) prosecutes or initiates a proceeding to enforce these restrictions and covenants and is successful, the violator shall be responsible for all reasonable pre-litigation and litigations costs including but not limited to attorney fees. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

25. Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

26. Natural drainage of streets or roadway ditches will not be impaired by any Owner. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow.

27. All property located at any street intersection shall be so landscaped as to permit safe sight across the street corners. No fence, hedge or shrub planting shall be place or permitted to remain at any corner where this would create a traffic or sight problem.

28. No industry business or trade, occupation or profession of any kind, shall be conducted, maintained or permitted upon any Lot. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose,

be erected, placed or permitted on any Lot. Nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising devise shall be erected, placed or permitted to remain upon said premises nor be visible from the outside of said dwelling. A real estate sign advertising the Lot or dwelling "For Sale" or "For Rent" may, however, be permitted but may not exceed four (4) square feet in size exclusive of support structure holding said sign. No clotheslines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of said premises and no above ground swimming pools shall be constructed, reconstructed, allowed or permitted to remain upon said premises.

SHADOW MOUNTAIN PROPERTY OWNERS' ASSOCIATION

1. After two (2) years from the filing date of these covenants and restrictions with the Cumberland County Register of Deeds, lot owners may, by majority vote decide to establish The Shadow Mountain Property Owners' Association (the "Association"). The signatures of the majority lot owners shall be placed on a resolution to establish the POA and filed with the Cumberland County Register of Deeds and referenced to the plat of Shadow Mountain Estates and to this instrument. By these Covenants and Restrictions, this Association can only be created for the purposes of maintaining the road right of ways, maintaining landscaping and lighting around the

entrance ways and sign, and maintaining the entrance sign itself. If this Association is created, governing rules and regulations or by-laws shall be adopted and filed with the Cumberland County Register of Deeds and referenced to the plat of Shadow Mountain Estates and to this instrument. The only Rules required by these restrictions for that association are:

A. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than lot, only one vote shall be allowed for the owner of the multiple lot upon which the residence is located. The Developer shall be a member in the Association and shall be entitled to one (1) vote for each lot it owns in the said subdivision.

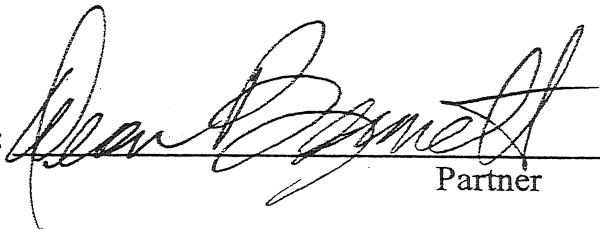
B. The Association may vote by a majority of said Association to establish an annual maintenance fee to be paid by the members strictly for the purpose of maintaining the road right of ways, maintaining landscaping and lighting around the entrance ways and sign, and maintaining the entrance sign itself, which funds shall be held, invested, managed and expended by the duly elected representatives of the Association. If not timely paid, the Association may declare a lien against the property of the delinquent property owner and may foreclose said lien as provided by law. The Association shall be allowed to charge interest on any assessment thirty (30) days or more past due, and shall be entitled to collect its costs of collection for such assessment, including its reasonable attorney fees, all of which shall be secured by said lien. Any lien

so imposes shall in all events be subject and subordinate to a valid first deed of trust in favor of an institutional lending institution.

C. The establishment of budgets, creation of a Board of Directors, election of officers, and general management of the affairs of the Association shall be decided by a majority vote of the owners of lots in the subdivision. The Association shall conduct an annual meeting of each calendar year at a time and place to be agreed upon by the membership.

WITNESS my hand and signature on this the 3rd day of August 2007.

SHADOW MOUNTAIN PARTNERSHIP

By:  Partner