

THIS INSTRUMENT PREPARED BY: HARGROVE and JENNINGS, LLC
310-A East Broad Street, Cookeville TN 38501

RESTRICTIVE COVENANTS APPLICABLE TO
SILVER POINT RESORTS, PHASES I & II

ROBERT I. BOLES, a General Partner of SILVER POINT RESORTS, owner in fee simple of the property known as SILVER POINT RESORTS, Phases I & II, a plat of which is recorded in the Register's Office of Putnam County, Tennessee, in Plat Cabinet B, Slide 37, hereby make the following declarations as to limitations, restrictions, and uses to which the lots and/or tracts, in the subdivision, may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding on ourselves and all purchasers of lots and all persons claiming under them, and for the benefit of and limitations upon all future owners of said land, this declaration of restrictions being designed for the purpose of keeping said land desirable, uniform and suitable in architectural design and use as hereby specified:

1. No lot shall be used except for residential purposes, but this shall not exclude the temporary use of a house for a showcase model home or temporary real estate sales office under the auspices of Robert I. Boles, General Partner of Silver Point Resorts, the developer.
2. No residential structure on any lot shall be designed, constructed, or used for more than one (1) family; and, only one (1) house is to be erected or constructed on any lot and/or tract of the above described property.
3. No building shall be constructed or maintained on any lot which extends over the set-back lines, as shown on the recorded plat; provided open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend over the set-back line, so long as the remaining portion of the structure does not violate the set-back lines. Set-back lines as shown on the plat are: front - 40 feet, side - 10 feet, and side street - 30 feet. The Declarants expressly reserve the right to amend or alter, in the deed, the minimum set-back lines, when necessary due to topography.
4. A perpetual easement is reserved where shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.
5. No old house shall be permitted to be brought into Silver Point Resorts, Phase I or Phase II, to be placed or erected on any lot.
6. One-story residences shall contain not less than 1,550 square feet. Two-story and split level residences shall contain not less than 2,000 square feet. The foregoing minimum square footage requirements are exclusive of garages, basements, porches, terraces, carports, and similar appurtenances.
7. All construction work must be prosecuted with all due diligence and no incomplete structures shall be permitted to exist nor shall be maintained upon said land for a period longer than ninety (90) days after cessation of actual construction work thereon.
8. No concrete block, used in the foundation or elsewhere in

the construction of any building erected on the lots of Silver Point Resorts, Phase I or Phase II shall be permitted to be visible above the ground level.

- 9. Vegetable gardens may be grown to the rear of the main structure on any lot so long as they do not block or obstruct the view of any dwelling house in said subdivision as viewed from the street on which any such dwelling house faces.
- 10. All exterior materials must be approved by the Southern Building Code.
- 11. It shall not be permissible to erect a temporary building on said property, and no garage house shall be permissible or erected or maintained on said property except as an adjunct to or for use and occupancy by servants of the occupant of the residence house on said property. This restriction does not prohibit a temporary toolshed for use by a contractor or workmen during the construction of a house on said property, provided, however, that the said toolshed or construction shack shall be removed within thirty (30) days after completion of the main residence.
- 12. No noxious or offensive operations shall be conducted or maintained on any lot and/or tract, and nothing shall be done on said lot and/or tract which may constitute a nuisance or unreasonable annoyance to the neighborhood.
- 13. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time; provided, however, this shall not preclude the keeping of dogs or cats, or other household pets, as such, provided further, however, that the keeping or raising of dogs, cats, or other animals for commercial purposes shall not be permitted.
- 14. No one will be permitted to have a junk car or junk, trash, garbage, or scrap accumulations on said lots. Any car unlicensed in the current year will be considered junk cars.
- 15. No house trailer, double wide house trailer, modular home or any type home which is not constructed on site shall be placed or erected on said lots.
- 16. No sign of any kind shall be displayed to the public view or any lot except one professional sign of not more than five square feet advertising the property for sale or rent, except for signs used by builders or developers to advertise the property during the construction and sales period.
- 17. All culverts for driveways must be approved by the Putnam County Highway Department prior to installation.
- 18. Violation or threatened violation of any of the aforesaid restrictions, shall subject the violator-lot owner to specific performance and/or mandatory injunctive relief in law or in equity. The alleged violating lot owner shall respond in damages for the loss of time and trouble encountered, and all attorney's fees reasonably incurred in enforcing these restrictions. They shall be deemed covenants running with the land. It is further agreed by any purchaser of lots so restricted by his acceptance of a deed thus restricted, that these restrictions are a substantial portion of the consideration exchanged in said conveyance, without which the conveyance would not have been made.

In the event any one or more of the foregoing restrictions are declared to be null and void, or unconstitutional by any court of

competent jurisdiction, in the suit involving said property, or said restrictions, all other restrictions shall be and remain in full force and effect.

WITNESS MY HAND on this the 2nd day of January, 1997.

SILVER POINT RESORTS

By: Robert I. Boles
ROBERT I. BOLES
General Partner

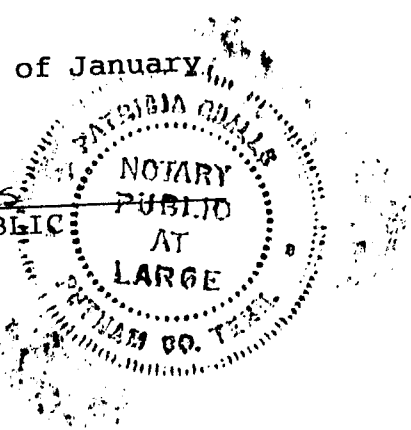
STATE OF TENNESSEE)

COUNTY OF PUTNAM)

Before me, Patricia Qualls, Notary Public of the state and county aforesaid, personally appeared ROBERT I. BOLES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be a partner of SILVER POINT RESORTS, the within named bargainer, a partnership, and that he as such partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as partner.

Witness my hand and seal, at office, this 2nd day of January, 1997.

Patricia Qualls
NOTARY PUBLIC



My Commission Expires:

1/23/99

STATE OF TENNESSEE, PUTNAM COUNTY

The foregoing instrument and certificate were noted in Note Book 20, Page 240 at 5:00 o'clock AM 2/27/97 and recorded in WB Book 379 Page 147
State Tax Paid \$ Fee
Recording Fee 12.00 Total 12.00 Receipt No. 2123

Opal Burris Register