

This Instrument Prepared by:

Bill Kimpton

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
HAWK CREST**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 23rd day of April, 1999, by KIMPTON, BURKE & KALAJ, LLC, a Tennessee limited liability company, with offices and principal place of business located at 3219 Niles Ferry Road, Vonore, Tennessee 37885, hereinafter referred to as "Developer".

WITNESSETH:

THAT, WHEREAS, said Developer is the owner of certain real estate located in Monroe County, Tennessee, as shown by deed of record in Warranty Deed Book 248, Pages 659, and 660, in the Office of the Register of Deeds for Monroe County, Tennessee (the "Property"); and

WHEREAS, Developer desires to create upon the Property a residential community with gravel roads and water for the use and of said community (hereinafter referred to as the "Project"); and

WHEREAS, Developer desires to provide for the constructions of the facilities aforesaid and also desires to provide for the preservation of the values and amenities in said community and for the maintenance of said facilities and, to this end, desires to subject the Project to the covenants, restrictions, easements, charges and liens heretofore and hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof; and

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

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ARTICLE I
DEFINITION

In addition to other definitions herein provided and except where it is clearly evident from the context that a different meaning is intended, the following terms shall have the following meanings when used in this Declaration:

1. "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.
2. "Developer" means Kimpton, Burke & Kalaj, LLC, a Tennessee limited liability company, its successors and assigns.
3. "Owner" shall mean and refer to the record owner (other than the Developer) whether one (1) or more persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding those persons or entities having such interest merely as collateral security for the payment of debt or for the performance of an obligation.
4. "Lot" shall mean the numbered lots as shown on the recorded subdivision plat of the Property.
5. "Property" means all real property described in Deed Book 248, Pages 659 and 660, in the Register's Office for Monroe County, Tennessee, which is hereby subject to this Declaration and shall also include any additional land made subject to the terms of this Declaration in the future.
6. "Easements" shall mean and refer to those areas of land designated for such purposes on the Plat or as may be provided for in this Declaration or any amendments hereto.

ARTICLE II
PROTECTIVE COVENANTS

1. Application. The Protective Covenants shall apply to all of the property.
2. Residential Area Use And Building Type. Except as set forth herein, each tract and/or lot shall be used only for residential purposes, and no residence shall be erected, constructed, maintained used or permitted to remain on any lot other than one (1) single family dwelling, except as provided hereafter. Dwellings of one (1) story above ground level shall contain in the heated living area thereof (exclusive of basement, porches or garage) not less than twelve hundred (1,200) square feet. Dwellings of two (2) stories above ground level shall contain in the heated living area thereof (exclusive of basement, porches or garage) not less than thirteen hundred (1,300) total square feet, inclusive of both stories with the main

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floor to contain not less than nine hundred (900) square feet. No exposed concrete block or cinder block shall remain on any exterior wall above ground. The exterior walls of any structure or dwelling on any tract and/or lot shall be of new materials consisting of wood, log, stone, stucco, vinyl siding, or brick and must be of natural earth-tone colors. Foundations for houses shall be concrete block or better.

3. Setbacks and Building Location. No building, or any part thereof, shall be placed closer to the front or back lot lines than the setback lines shown on the recorded subdivision plat. No building, or any part thereof, shall be erected on any lot nearer than thirty (30) feet to the front lot line or nearer than thirty (30) feet to any side street line. No building shall be located nearer than ten (10) feet to any interior tract or lot line, or nearer than ten (10) feet to any rear tract or lot line. Should the minimum building setback line for any particular lot shown on any plat recorded hereafter be in conflict with the above specified setback lines, then the maximum building setback lines reflected on said plat shall control as to such lots.

Lot 15 may be divided and merged into lots 5 and/or 7 and the lot lines shall be adjusted accordingly. In such event the road separating lot 15 from 5 and 7 shall be vacated automatically, and any easement on the vacated road shall also thereby be released.

4. Garages. A private garage may be built separately or attached to and made a part of the dwelling, but must be made of the same materials and conform in construction and style with the dwelling. Carports conforming with the construction and style of the residence are not prohibited.

5. Outbuildings. Any separate storage building, workshop or other incidental out building is allowed provided that the architectural style, quality of construction and building materials are consistent with the caliber and appearance of the main residence structure. There shall be no trailers, buses, mobile homes, double wide mobile homes, tents, campers, shacks, or any derivative of the foregoing, or any structure removed from any other location or site, situated on any lot as a temporary or permanent residence or for storage, either temporary or permanently.

6. Time Frame for Completion. All exterior construction upon all tracts or lots must be either completed or enclosed to include windows, doors, siding and roof within one (1) year of commencement of construction.

7. Maintenance. Each lot owner shall keep their lot or lots, properly maintained and groomed in a neat and sanitary condition, whether or not said lot is improved with a dwelling. Each said owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage or rubbish. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Junked, inoperative or unlicensed vehicles, and all machinery, tractors, utility trailers, and any items or debris

which would be considered an eyesore or incompatible with the area, shall not be stored or kept on any tract or lot for a period of more than thirty (30) days unless housed or kept in an enclosed garage of the type described in Paragraph Four (4) hereof, and shall not be visible from any road or adjoining property at any time. Each lot must be mowed and/or cleared of undergrowth at least two (2) times per year, as reasonably required.

Any person undertaking any construction on a lot and the owner of such lot shall be responsible for maintaining the continuing cleanliness and orderly appearance of said lot, and repairing any damage to any road resulting from construction on such lot. During construction, driveways must be maintained in a manner which will not allow dirt, sand, water, debris, or other materials to be carried onto any roads and streets of the development.

8. Culverts. All driveway crossings shall have a metal culvert of not less than eighteen (18) inches.

9. Signs. No sign of any kind shall be displayed to the public view on any tract or lot except one (1) professionally made sign of not more than two (2) square feet and which sign must be made of solid material (no banners) advertising the property for sale, including signs used by a builder to advertise the property during the construction and sales period. The Developer reserves the right to display signs of a larger size for promotion of the development and to construct development entry and directional signs.

10. Pets, Livestock and Poultry. No sheep, swine or poultry shall be kept or maintained on any lot. Household pets, such as dogs and cats, are permitted so long as they are not kept or maintained for commercial purposes. No domestic pets shall be permitted to run at large so as to become a disturbance to other lot owners or endanger existing wildlife. No trapping, hunting, or discharging of firearms, guns, weapons, bows, crossbows, or other similar devices, shall be permitted within the development. Nothing herein shall preclude light agricultural use of any lot, including private gardens, horses, personal cattle, etc., provided same are for personal and not commercial use and properly fenced.

11. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and/or to the development.

12. Commercial Use. No store, tavern, lounge, hotel, motel, rental villas or other public, private, commercial, industrial or professional business shall at any time be maintained or established or conducted or permitted on any residential lot in the development without the written consent of the Developer and/or its Successors and assigns. The Developer reserves the right to erect a sales office to be used for commercial activity during the period of development of said property.

13. Sewage Disposal. Privately owned septic tanks are required for each lot and shall be properly permitted and maintained. No outhouse or outdoor toilets or other similar devices shall be permitted or used on any tract or lot.

14. Water Supply. A municipal water system is available to the project. Private wells are not precluded hereby.

15. Driveways. Driveways may be gravel and shall not be dirt and shall be maintained in good condition.

16. Further Subdivision of Lots. No lot shall be further subdivided, nor may the boundary lines be changed in any way, except by the Developer, which specifically reserves the right to modify the plans of the development and/or the development plat, to change the size and shape of any tracts or lots, the direction and location of any streets and roads, or to amend the same, provided that no such changes shall have the effect of denying any lot convenient access to a street or road, unless the owner of such lot consents thereto.

17. Easements. Developer reserves unto itself and its successors and assigns the right to erect, place and locate all utility and electric lines, and grant easements for utility purposes, with the right of access and ingress and egress for the purpose of installing and maintaining such easements and structures and utility lines situated thereon, on, over, and under a strip of land ten (10) feet wide along the side and rear lines of each lot and thirty (30) feet along the front of each lot parallel to the road right of way. No structures, plantings, or other materials shall be placed or permitted to remain, or activities undertaken thereon, which may damage or interfere with the usage of said easements for utility purposes. The areas of any lot affected by such easements shall, except for any improvements situated thereon by a public authority or utility company, be maintained by the individual owner of each lot.

18. Community Park/Boat Launch. The area of the project at the north adjoining the TVA Tellico Reservoir is reserved to all lot owners as a boat launch and community park. All owners shall treat this property respectfully, pick up and remove personal trash and restore any damage caused by them or their invitees, guests, etc. DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ACCESS RIGHTS TO TVA TELLICO RESERVOIR, WHICH MAY REQUIRE PERMITTING. ALL OWNERS SHALL JOIN IN ANY PERMITTING APPLICATION FOR SUCH PURPOSE UPON DEVELOPER'S REQUEST.

19. Roadway. Deed to any lot shall be deemed to run to the center line of the adjoining road, except as to Lots 17, 18 and 19, which shall include to the opposite side of the adjoining roadway. Each owner shall maintain the road, so included, in good condition for the benefit of all owners, their guests and invitees, all of whom shall have a perpetual easement over same for ingress and egress. Notwithstanding, the developer or its successors,

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with agreement of the owners of Lots 8 through 14 and 16 may gate off the loop road in the eastern half of the project and make same a private reserve.

20. **Enforcement.** These covenants, conditions and restrictions shall be enforceable against any non-complying lot owner, by any other owner, in accordance with the laws of Tennessee, including the right to lien and foreclose for non-payment of expenses required from the non-complying lot owner. Likewise, the prevailing party in any such action shall be awarded the costs of same, including reasonable attorney's fees.

21. **Plat errors.** In the event of any error in the plat, mis-locating the road as constructed, an easement is hereby granted for the location of the road as actually constructed.

IN WITNESS WHEREOF, the said Kington, Burke & Kalaj, LLC has hereunto caused this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO be executed on this 23rd day of April, 1999.

Kington, Burke & Kalaj, LLC
a Tennessee limited liability company

By [Signature]
Manager

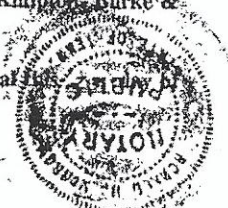
State of Tennessee, County of MCNAB
Received for record the 23 day of
APRIL 1999 at 12:29 PM. (RECB 95954)
Recorded in Book M115 pages 481- 486
Notebook 44 Page 76
State Tax \$.00 Clerks Fee \$.00
Recording \$ 26.00, Total \$ 26.00
REGISTER OF DEEDS WILBROD & ESTES

STATE OF TENNESSEE
COUNTY OF MCNAB

Personally appeared before me, the undersigned authority, a Notary Public, in and for said County and State aforesaid, personally appeared William J. Kington, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Manager of Kington, Burke & Kalaj, LLC, a Tennessee limited liability company, the within named Declarant, and that he has read the foregoing Declaration of Covenants, Conditions and Restrictions, and is familiar with and understands the contents thereof, and that he, as such Manager, being authorized so to do, executed the foregoing Declaration of Covenants, Conditions and Restrictions for the purposes therein contained, by signing the name of the company, Kington, Burke & Kalaj, LLC, by himself as a Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of April, 1999.

[Signature]
Notary Public



My Commission Expires:

12-2-2000

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