

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR CREEK VALE SUBDIVISION

WHEREAS, John Arthur Fountain and wife, Pamela Fountain, (hereafter collectively **"Developer"**) are the owners of **CREEK VALE SUBDIVISION**, a plat of which appears of record at Book PL10, page 644, Register's Office, Cumberland County, Tennessee, which plat is incorporated herein by reference thereto (**"Subdivision"**); and,

WHEREAS, Developer desires to impose certain restrictive covenants and restrictions on the lots in the Subdivision for the benefit and protection of owners of lots and to insure the future value and attractiveness of the lots in the Subdivision; and,

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

C-21 / Fountain
3007 Peawine Rd.
Cov., TN 38511

NOW, THEREFORE, in consideration of the premises, Developer imposes upon the Subdivision the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land, to-wit:

1. The lots in Creek Vale Subdivision shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any lot.
2. Only one (1) single family dwelling shall be erected on each lot. Each dwelling shall contain not less than 1,600 square feet of heated and enclosed first floor space, exclusive of basements, second floors, porches, garages, terraces, and patios. The roof of the main part of the dwelling shall have at least a 6/12 pitch. In addition to the dwelling, up to two (2) additional permanent improvements, which must be either a detached garage, barn, or storage building, may be constructed on each 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. A detached garage, barn, or storage building may be built contemporaneously with or after construction of the dwelling house but not before.

This instrument prepared by:
LOONEY & LOONEY, ATTYS
Crossville, Tennessee 38557

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3. No mobile, modular, or manufactured homes, or trailers shall be allowed on any lot. No trailer, mobile home (or any other type of movable home), basement, tent, or garage shall at any time be used as a residence on said property. No structure shall be moved from another site to a lot in the development.

4. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been substantially completed. Construction of a dwelling shall be substantially completed within twelve (12) months from the date of the visible commencement of construction.

5. No lot shall be re-subdivided, provided, however, nothing herein contained shall prevent the owner of more than one lot from re-subdividing the combined area of more than one lot as one building lot, subject to any required planning authority approval. If such re-subdivision occurs, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to apply to the outside lines of the combined lots and not to the line which is common to both lots or the interior lines of the lots, if more than two lots are combined. If more than one lot is combined under the provisions of this paragraph, it may not in the future be re-subdivided.

6. Driveways must have a metal culvert of sufficient size so as not to restrict the drainage of ditch lines, properly installed and covered with stone. All driveways must have a minimum of fifty (50) linear feet, from the entry from the roadway toward the residence, of hard surface.

7. All buildings shall be set back from the road fronting the lot at least thirty (30) feet. No building or dwelling shall be constructed closer than ten (10) feet to a side lot line. The rear boundary line set back shall be at least ten (10) feet. An easement for the installation and maintenance of utilities is reserved six (6) feet to the left, right, and parallel to all common side lot lines in the development; and, twelve (12) feet parallel to the back lot lines for perimeter subdivision lots. Said easement shall be six (6) feet parallel to the back lot line for all non-perimeter lots. It is further intended that these Restrictions conform to all set-backs, easements and other matters appearing on that certain plat of record in plat book PL10, page 644, Register's Office, Cumberland County, Tennessee, and, where discrepancies, if any, exist, said plat shall control.

8. All homes shall have a sewage disposal system approved by the Cumberland County Health Department.

9. No animals shall be allowed in the subdivision, with the exception of horses (but no more than one (1) horse per full acre of lot), dogs and cats, and dogs and cats will be kept so as not to violate the "leash laws" of the State of Tennessee. No such horses, dogs and cats shall be permitted to be a nuisance or to run loose throughout the subdivision. Only those dogs restricted by leash or fence shall be permitted. Without limiting the foregoing Restrictions, it is emphasized that neither poultry nor swine are permitted in the Subdivision. No horses, dogs or cats shall be kept or used for commercial purposes.

10. No noxious or offensive activity shall be permitted on any lot or parcel of land in the Subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11. 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 the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition.

12. All dwelling houses shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. Any exposed block foundations shall be faced with brick, stone or stucco. Any building erected shall have a solid foundation, and no siding imitating stone, brick, or other such exterior building materials shall be used thereon. The front elevation of the dwelling shall be of either brick, stone, wood siding, or fibered cement board.

13. Notwithstanding any term or provision herein to the contrary, a dwelling, in addition to the single family residence referenced in Paragraph 2, supra, may be constructed on each lot, but only if permitted for a lawful sewage disposal system, for staff quarters, or as a guest house, but, further, only on such lots where a residential dwelling under the specifications of said Paragraph 2, supra, already exists or is under construction; provided that said staff quarters or guest quarters are occupied either by staff employed on the premises or temporarily by guests, and are not occupied as rental units by non-staff or non-guest occupants. All such additional dwellings must match the façade, and be constructed of the same materials, as the main single family residence on the respective lot. Further, guest quarters, staff quarters and guest apartments are permitted within a residential dwelling or as an attachment thereto, provided said apartment and/or quarters are occupied by staff employed on the premises or temporarily by guests, and are not occupied as rental space by non-staff or non-guest occupants.

14. The development being in a wooded area, no lot may be clear cut of the trees growing thereon. This shall not, however, prohibit: (i) the cutting of trees for the purpose of building a house or other out building permitted herein; (ii) the cutting of other trees that pose a danger to persons or property, including but not limited to, dead or dying trees; (iii) trees being cut if its removal enhances the visual aesthetics of the lot and the landscape architecture thereof; and, (iv) trees cut for the purpose of pasturing horses.

15. Tractors, trailers, trucks (except pickups), boats, boat trailers, lawnmowers, motorcycles, (and other like powered vehicles) along with, and including, travel trailers, cargo trailers, tent campers (including "pop-ups" and "pop-outs") shall be stored or parked in the garage or in the backyard and screened so as to be out of sight. No commercial vehicles or trailers shall be permitted on any lot, except for deliveries.

16. All provisions of this Declaration and rules and regulations or use restrictions which govern the conduct of owners and which provide for sanctions against owners shall also apply to all occupants of any residence.

17. No above-ground pools shall be erected, constructed or installed on any residential lot. Any underground pool constructed shall be in the backyard and fenced.

18. So long as Developer owns any portion of the Subdivision, or until Developer executes and records a Supplemental Declaration divesting itself of the right to do so, Developer, its successors or assigns, may amend, supplement, or modify any part or all of this Declaration so long as it has no material adverse effect upon any owner of property in Creek Vale Subdivision. In addition, the provisions of this Declaration may be amended if such amendment is adopted by the affirmative vote of two-thirds (2/3rds) of the then owners of lots in Creek Vale Subdivision, and such amendment is also adopted by Developer. Any such amendment must be in writing and properly executed and recorded in the Register's Office of Cumberland County, Tennessee. Supplementing this Declaration by adding additional properties shall not be construed as a material change in the property rights of lot owners.

19. All provisions, covenants, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Developer, and the purchaser or owner of any lot in Creek Vale Subdivision subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then lot owners of two-thirds (2/3rds) of the lots in Creek Vale Subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

20. These restrictions shall be considered as covenants running with the land and shall be binding upon the purchaser of a lot or parcel of land in said Subdivision, his heirs, successors and assigns. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by anyone having the right to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should an owner, or anyone having the right, file suit to enforce or restrain violation of any provision of these covenants and restrictions and such owner, or other person entitled, be successful in the prosecution of said suit, then and in that event, the party originating the filing of the suit shall be entitled to recover its costs in the prosecution of the suit, including its reasonable attorney fees.

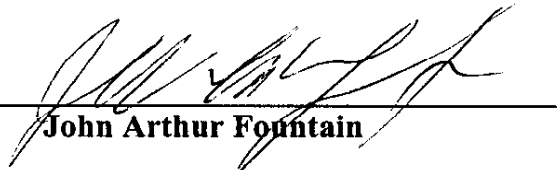
21. With respect to any property owned by Developer that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material which is not of record in the Register's Office of Cumberland County, Tennessee. Brochures, advertisements, unrecorded plats, course of trade, existing development, etc. shall not be construed as legal documents, writings or implications that purport to create any legal right.

22. It is expressly agreed that if any one or more of the conditions, restrictions, or covenants herein contained shall be held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity or effectiveness of the other conditions, restrictions, or covenants herein contained.

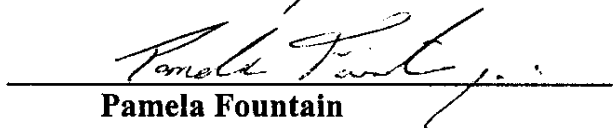
23. Notwithstanding any restrictive covenant herein to the contrary, no fence in the Subdivision shall be greater than six (6) feet in height.

IN WITNESS WHEREOF, the parties hereto have executed this

instrument on the 24th day of JUNE, 2005.



John Arthur Fountain



Pamela Fountain

