

COPY

EAGLE LANDING RESTRICTIVE COVENANTS

It is the intent of the Sellers, Edward R. Rezek and Mary E. Rezek, that Eagle Landing becomes a residential Community consisting of quality site built residences.

For the purpose and intent of insuring the preservation of the property values of the Eagle Landing Community and to insure proper maintenance thereof, and since no County zoning exists, the Sellers place upon the property restrictive covenants consisting of property reservations, covenants, conditions, easements and restrictions. It is Seller's intent that all residential lots in the Community will be subject to these covenants:

1. The Sellers shall maintain an Architectural Review Committee (hereinafter referred to as the ARC) in the best interests of the Community. The Sellers shall serve as the initial ARC, and Sellers may in their discretion designate other ARC members. Any permission or approval of the ARC, which may be required by these covenants, shall not be unreasonably withheld.
2. Sellers may establish a Homeowner's Association at such time as Sellers, in their discretion, deem an association to be in the best interest of the Community; pending establishment, the Sellers shall act as and possess all rights and privileges of the Homeowner's Association.
3. Each lot may only have one (1) single-family dwelling and shall not be further subdivided for the purpose of construction of an additional dwelling. There shall be no commercial venture or business conducted on the lot, except the owner shall be entitled to lease the dwelling to others.
4. All one story residential dwelling units shall contain a minimum of 1600 square feet of livable floor space. Two story dwellings shall contain a minimum of 2500 square feet. Basement homes are not permitted.
5. All residential dwellings will be of new construction and must be pre-approved by the ARC insofar as exterior design and appearance. Residences shall be constructed of material in keeping with and enhancing the harmony of the natural surroundings. All residences shall be site built with new materials unless waived in writing by the ARC. Construction standards for residences must conform to all applicable state and local building codes. All outbuildings or structures of any type shall be constructed of materials and design which are compatible with the residence, and may be constructed only after being approved in writing by the ARC.
6. The residence shall be completed before any outbuildings, garage, or servants' quarters, either attached, semi-attached or detached shall be erected, unless construction of it is done simultaneously with construction of the residence.
7. Any dwelling structure must be completed within six (6) months after construction is started, or within such time as may be required through diligent construction efforts, except where extended in writing by the ARC.
8. No trailer, mobile home or similar type structure, basement, tent, shack, garage, barn or other outbuildings shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction be used as a residence. No signs of any nature not previously approved in writing by the Sellers shall be permitted on any lot.

9. All lots must be maintained at all times regardless of whether or not improvements are being constructed or have been constructed on the lot.
10. Driveways must be completed within thirty (30) days following completion of construction of the residence, and shall be either bituminous asphalt or concrete (including exposed aggregate).
11. Owner shall materially complete landscaping within thirty (30) days after completion of the dwelling structure.
12. No fence or wall shall be erected or maintained on any lot unless approved as to layout and design by the ARC. Owners shall maintain the premises, both buildings and grounds, to enhance the overall appearance of the community. Vacant lots shall be mowed. There shall be no garbage, refuse or junk on any lot.
13. Existing drainage patterns shall not be obstructed and Sellers may not be denied access to any lot to open, maintain and operate any such drainage systems.
14. No building shall be constructed with thirty (30) feet from any property line along a street or five (5) feet from any side or rear property line, except a garage may be constructed up to a side lot line.
15. The Sellers reserve a fifteen (15) foot wide easement along both sides of all road rights-of-way and a five (5) foot wide easement along the side and rear property lines of every lot for the purpose of installing, operating and maintaining utility lines, quasi-utility lines, gas and water mains and lines, sewer lines and drainage ditches and appurtenances thereto together with the right to trim, cut, or remove, trees or brush as necessary in Sellers' sole discretion.
16. Each residence shall be served by septic system, which complies with state and/or local standards and for which all necessary permits/approval have been obtained.
17. No animals shall be kept outdoors (kenned) on any lot. No commercial breeding of animals of any kind. When pets are outside, owner shall maintain control of pets at all times with proper leash restraints, so as not to interfere with or trespass upon the quiet enjoyment and use of other lot owners.
18. No inoperative motor vehicles, inoperative boats or inoperative personal watercraft shall be kept outside on any lot.
19. The construction of a dwelling structure shall begin no later than five (5) years following conveyance of the lot from Sellers to the Owner, unless extended in writing by Sellers.
20. Lots owners shall not be entitled to access and/or use of the Shawnee Bay Resort facilities (including but not limited to roads, boat dock, boat launch ramp, etc.) without prior written consent of the Sellers. This shall not adversely affect the lot owner's right to use their deeded easement for access from the lot to Shawnee Bay Road, a county road.
21. Lot owners shall abide by all applicable statutes, rules, regulations, policies and permits issued by or within the jurisdiction of Tennessee Valley Authority insofar as applicable to the property.
22. These restrictive covenants shall run with the land and shall inure to the benefit of and be enforceable by the Sellers, the Homeowner's Association, or their respective successors or assigns. The Sellers may assign at any time and from time to time any

and all of the rights, benefits and burdens of the Sellers hereunder. Sellers may at any time appoint a committee (e.g. architectural review) of one or more persons or designate an entity (e.g. Homeowner's Association) to exercise any or all of the discretionary rights and powers reserved herein to Sellers.

23. Each Lot Owner shall be responsible for a prorated share of the cost of maintenance of the private roads which provide access from the lot to Shawnee Bay Road; each lot owner's prorated share shall be based upon that lot's frontage in linear feet upon the road. The Lot Owner's share shall be deemed an assessment when due and payment thereof shall be secured by a lien upon the respective lot.
24. Any condition in violation of or contrary to the provisions herein shall be deemed a nuisance and may be abated, removed or corrected by the sellers and/or the ARC without prior notice to or consent of the lot owner involved, but at the expense of the lot owner plus the right to recover administrative and enforcement costs, including reasonable attorney's fees.