

VOL: 2214/1-39

05016852

RC 39 PG BA: 57970
04/05/2005 01:42 PM
VALUE 0.00
MFG TAX 0.00
TRM TAX 0.00
REC FEE 195.00
DP FEE 2.00
REG FEE 0.00
TOTAL 197.00

PREPARED BY:  
 HOLLY D. SAYNE, ATTORNEY  
 1338 PARKWAY, SUITE 9  
 SEVIERVILLE, TN 37862

STATE OF TENNESSEE, SEVIER COUNTY  
**SHERRY ROBERTSON BUSKEY**  
 REGISTER OF DEEDS

**DECLARATION OF RESTRICTIVE COVENANTS  
 OF  
 THE ENCLAVE AT COVE MOUNTAIN**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 31<sup>st</sup> day of March, 2005, by THE ENCLAVE AT COVE MOUNTAIN, LLC (the "Owners/Developers").

**WITNESSETH:**

**WHEREAS**, the Owners/Developers own certain real property (the "Property"), known as "THE ENCLAVE AT COVE MOUNTAIN", located in the Eleventh (11<sup>th</sup>) Civil District of Sevier County, Tennessee, said real property being more particularly described of record in Book 2205, Page 742 in the Register's Office for Sevier County, Tennessee, which is incorporated herein by reference; and,

**WHEREAS**, the Owners/Developers intend to convey the Property to various purchasers as a residential subdivision (the "Subdivision") to be known as THE ENCLAVE AT COVE MOUNTAIN, recorded on plat of record in Large Map Book 6, Page 76 in the Register's Office for Sevier County, Tennessee; and

**WHEREAS**, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land. Owner shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the property, but excluding those persons or entities who have such interest merely as collateral security for the payment of a debt or the performance of an obligation. Restrictions shall mean the restrictions and covenants established by this declaration.

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owners/Developers do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a two-thirds (2/3) majority of owners of Lots within the subdivision, with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such two-thirds (2/3) majority.

**1. LAND USE AND BUILDING TYPE.** No Lot shall be used except for private, single family residential purposes unless specifically required for use by a public utility service for the Subdivision or by governmental authority and unless approved in advance by the Homeowner's Association and such approval is recorded in the Office of the Register of Deeds. No business of any nature shall be conducted on any Lot. No lot or improvement shall be placed on a formal rental program.

**2. DWELLINGS, TEMPORARY STRUCTURES, AND OUTBUILDINGS, ETC.** No trailer, mobile home or modular home, tent, shack, barn, separate garage or any other outbuilding shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

**3. DWELLING OR BUILDING SIZE.** No residence shall be erected, altered, or permitted to remain on any lot unless the dwelling has a minimum of two thousand five hundred (2,500) square feet of indoor heated living space, exclusive of unheated basements, open porches, garages, carports or storage rooms; provided, however, in the event of multi-level construction, the ground floor must contain a minimum of one thousand six hundred twenty five (1625) square feet.

**4. CONSTRUCTION REQUIREMENT.** Plans and specifications for all dwellings must meet those described in the Federal Housing Administration's minimum construction requirement for one and two family dwellings. Further, all lots shall be restricted as in the Architectural Guidelines attached hereto as Exhibit "A".

**5. BUILDING LOCATION.** Minimum building setbacks requirements are twenty five (25) feet on the front (reducible to 15 feet for lots with over 30% average grade, with the permission and advance approval from the Architectural Review Board and the City of Gatlinburg), fifteen (15) feet on the sides, and twenty (20) feet on the back. It is the intent of the Owners/Developers that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks.

**6. MAINTENANCE OF CONSTRUCTION SITE.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur. All construction shall be continuous and must be completed within one year of initiation. No person may occupy an unfinished structure, nor shall any house or building be left unfinished for any extended length of time.

**7. EASEMENTS.** Easements of ten (10) feet in width on interior lot lines and ten (10) feet on all exterior lot lines are reserved along all lot lines for the installation and maintenance of utilities, including but not limited to water, sewer and electric, and for drainage as shown on the plat of record in Large Map Book 6, Page 76 in the Register's Office of Sevier County, Tennessee. Community drainage easements located on three designated portions of Common Areas D and E as shown on the plat of record in Large Map Book 6, Page 76 in Register's Office for Sevier County, Tennessee shall be retained for all Lots. However, the Developer reserves the right to place a community well system in any of the rights-of-way to serve any individual Lot in the event any lot owner has a problem obtaining water.

**8. NUISANCES.** No noxious, offensive or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**9. INOPERATIVE VEHICLES/PARKED VEHICLES.** (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage.  
(b) Boats, campers, and motor homes must be stored out of view from the front street.  
(c) There shall be no on road parking allowed.

**10. ANIMALS, LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose. All animals must be kept in a fence or chained up.

**11. WASTE OR UNSIGHTLINESS.** (a) No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the road. There shall be no burning of trash or any other waste materials. No exposed clotheslines are allowed.

**12. FUEL TANKS.** No fuel tanks or similar storage receptacle may be exposed to view and may be installed only within the building, buried under the ground, or hidden by a privacy fence.

**13. FENCES.** There shall be no chain link fencing allowed, only rock, wood or combination of both.

**14. SWIMMING POOLS.** Only in ground swimming pools are permitted.

**15. ARCHITECTURAL CONTROL.** All architectural control, including, but not limited to, all procedure and standards shall be subject to the Architectural Guidelines as set forth in Exhibit "C" attached hereto and incorporated herein be reference.

**(a) Duration.** The Developer shall maintain architectural control for five (5) years from the date of the recordation of this Declaration or until the sale by the Developer of each and every Lot in the Subdivision, whichever shall later occur.

**(b) No Liability.** In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

**16. RESUBDIVISION.** The City of Gatlinburg Planning Commission and Road Commission Rules and Regulations requires that if any tract shown on the subdivision plat is developed into a lot with less than five (5) acres, the roads leading to that lot shall be paved in accordance with the Sevier County Road Commissions Rules and Regulations. The recorded or unrecorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the plan or re-subdivision by the Developer, no Lot may be re-subdivided nor its boundaries changed without the consent of the Developer, or of at least two-thirds (2/3) of all lot owners, each lot to carry one vote, and without the prior approval of the City of Gatlinburg Planning Commission. Any new lots established and recorded in the Register's Office for Sevier County, Tennessee, shall be required to make a contribution to the homeowner's association for any road maintenance or other assessments by the homeowner's association.

**17. ROADS.** All roads in the Subdivision shall remain private roads and subject to the control and maintenance of the Enclave at Cove Mountain Owner's Association.

**18. COVENANT WITH RESPECT TO MAINTENANCE OF LOT AND IMPROVEMENTS.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the mowing of the ditches along the roads, keeping the areas clean and removing debris from the culverts, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon.

**19. MAINTENANCE OF ENTRANCE AREA.** The Enclave at Cove Mountain Owner's Association shall keep the entrance area in good order and repair including, not limited to, the seeding, watering and keeping the areas clean and removing debris, the pruning and cutting of all trees and shrubbery.

**20. EASEMENTS.** Each of the Lots of the Subdivision shall be subject to a perpetual easement for installation and maintenance of utilities, including but not limited to water, sewer and electric, and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded re-subdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water, including the cleaning of the culverts, and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement. Easements for ingress and egress over some lots in the subdivision as shown on the plat shall be kept open and maintained by the users on a pro rata basis.

**21. ENFORCEMENT.** Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both. The Homeowner's Association shall have the right to enforce these restrictions.

**22. HOMEOWNERS ASSOCIATION.** The Enclave at Cove Mountain Owner's Association, Inc., a non-profit corporation, shall be established for the purpose of maintaining or repairing the roads, easements and rights-of-way in the subdivision. By accepting a deed conveying a lot or lots of The Enclave at Cove Mountain, the lot owner is acknowledging joint responsibility for the maintenance and repair of the common elements. The Association shall have at least one meeting of the membership per year. The Association shall set the amount of the dues or assessments necessary for the maintenance of easements and shall have the right to enforce a lien on the lots for the collection of delinquent fees and assessments that shall be made by the Homeowner's Association each year. In the event an owner becomes delinquent and payment of the assessments, a lien shall be assessed against the lot which shall include attorney's fees, cost of collection and interest at the rate of 12% per annum.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the

sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The Homeowner's Association shall have the authority to maintain the private driveways leading to the home in the event that a lot owner does not keep the premises clean and clear of debris and charge the individual homeowner or lot owner as a lien against his or her property the amounts required to perform the cleaning in the area.

**23. SEVERABILITY.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

**24. AMENDMENT.** Anything contained herein to the contrary notwithstanding, the Owners reserve the right for the Owners, or the Developer, its successors and assigns, if the property has been conveyed to it by the Owners, to modify, release or amend all the covenants and restrictions contained herein until such time as Developer has sold all of the Lots; and thereafter this Declarations may be modified and amended by the vote of at least sixty-six and two-thirds percent (66-2/3%) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Sevier County, Tennessee. As long as there exists upon any Lot in the subdivision a mortgage loan insured by either the Veterans Administration or the Federal Housing Administration, any change, amendment or release of these Restrictions must first be approved by the Veterans Administration and/or the Federal Housing Administration.

Provided however, the Developer reserves the right to amend the restrictions and annex additional property adjacent to The Enclave at Cove Mountain, and as it may be reconfigured from time to time as required by the City of Gatlinburg Planning Commission and Health Department of Sevier County, Tennessee and each new lot so annexed shall have one vote and be responsible for their maintenance fees.

**25. NO REVERTER.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

**IN WITNESS WHEREOF,** the Owners have caused this Declaration to be executed on the day and date first above written.

THE ENCLAVE AT COVE MOUNTAIN, LLC  
By: Richard A. Strauss  
Richard A. Strauss, Managing Member

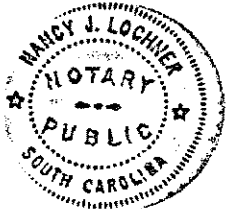
STATE OF SOUTH CAROLINA  
COUNTY OF Richland

Personally appeared before me, the undersigned, a Notary Public, **RICHARD A. STRAUSS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **MANAGING MEMBER** of the maker, **THE ENCLAVE AT COVE MOUNTAIN, LLC** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 31 day of March, 2005.

Marcy J. Lochner  
NOTARY PUBLIC

My Commission expires: May 3, 2012



PREPARED BY:  
HOLLY D. SAYNE, ATTORNEY  
1338 PARKWAY, SUITE 9  
SEVIERVILLE, TN 37862

**ARTICLES OF INCORPORATION  
OF THE ENCLAVE AT COVE MOUNTAIN OWNER'S ASSOCIATION, INC.**

In compliance with the requirements of Tenn. Code Ann. 48-1-101 et seq., entitled General Corporation Act, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

**ARTICLE I**

The name of the corporation is **THE ENCLAVE AT COVE MOUNTAIN OWNER'S ASSOCIATION, INC.**, hereafter called the "**Association**".

**ARTICLE II**

The principal office of the Association is located at 653 Hidden Valley Road, Gatlinburg, TN 37738.

**ARTICLE III**

**Holly D. Sayne**, whose address is 1138 Parkway, Suite 9, Sevierville, Sevier County, Tennessee 37862 is hereby appointed the initial registered agent of this Association.

**ARTICLE IV**

**PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof is to be a **mutual benefit corporation**, and the specific purposes for which it is formed are to provide for maintenance and improvement of the lots and rights of way within that certain tract of property described as:

**SITUATE** in the Eleventh (11th) Civil District of Sevier County, Tennessee and being **THE ENCLAVE AT COVE MOUNTAIN** and being the same land or property conveyed to The Enclave at Cove Mountain, LLC by deed of record in Book 2205, Page 742 in the Register's Office for Sevier County, Tennessee as the same is shown on a plat of record in Large Map Book 6, Page 76 in the Register's Office for Sevier County, Tennessee.

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Restrictions for The Enclave at Cove Mountain, hereinafter called the "Restrictions", applicable to the property which shall be recorded in the Office of the Register of Deeds for Sevier County, Tennessee and as the same may be amended from time to time as therein provided, said Restrictions being incorporated herein as if set forth verbatim;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association;

(c) Maintaining the entrance way to The Enclave at Cove Mountain and maintaining any roads, easements and right-of-ways; mowing and cleaning Right-of-Way areas as well as other actions which are deemed necessary by the members for the betterment of the subdivision. In the event that The Enclave at Cove Mountain is re-subdivided and new roads are constructed in accordance with the rules and regulations of the City of Gatlinburg Planning Commission, said roads shall become a part of the roads to be maintained by the association.

(d) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

**ARTICLE V  
MEMBERSHIP**

This corporation shall have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in The Enclave at Cove Mountain, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. The Enclave at Cove Mountain may be re-divided in accordance with the rules and regulations of the City of Gatlinburg Planning Commission and any record owner of a re-subdivided lot shall have the right of membership in the association.

**ARTICLE VI  
VOTING RIGHTS**

**Section 1.** Every owner of a lot which is subject to assessment shall be a member of the Association. Voting rights shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 2.** The Association shall have voting members.

**Section 3.** Each member shall be entitled to one (1) vote for each lot owned in the development. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

**ARTICLE VII  
DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.


**ARTICLE VIII  
MUTUAL BENEFIT - DURATION**

The corporation is a not for profit organization and shall exist for the mutual benefit of its members and the corporation is not a religious organization. The corporation shall exist perpetually.

**ARTICLE IX  
AMENDMENTS**

Amendment of these Articles shall require the assent of fifty one percent (51%) of the entire membership.

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Tennessee, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 31<sup>st</sup> day of March, 2005.

  
RICHARD A. STRAUSS, INCORPORATOR

**BY-LAWS OF**

**THE ENCLAVE AT COVE MOUNTAIN OWNER'S ASSOCIATION, INC.**

**NAME AND LOCATION.** The name of the corporation is **THE ENCLAVE AT COVE MOUNTAIN OWNER'S ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 653 Hidden Valley Road, Gatlinburg, Tennessee 37738, but meetings of members and directors may be held at such places within the State of Tennessee, County of Sevier, as may be designated by the Board of Directors.

**ARTICLE I**

**DEFINITIONS**

**Section 1. "Association"** shall mean and refer to **THE ENCLAVE OWNER'S ASSOCIATION, INC.**, its successors and assigns.

**Section 2. "Properties"** shall mean and refer to that certain real property known as **THE ENCLAVE AT COVE MOUNTAIN** recorded on map of record in Large Map Book 6, Page 76, in the Declaration of Restrictions of record in the Register's Office for Sevier County, Tennessee, and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Enclave at Cove Mountain may be reconfigured and re-subdivided in accordance with the rules and regulations of the City of Gatlinburg Planning Commission and the Sevier County Health Department.

**Section 3. "Common Area"** shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Said "common area" includes but is not limited to the private roads, easements, rights-of-way and other common areas as indicated on the plat of record in Large Map Book 6, Page 76 for The Enclave at Cove Mountain.

**Section 4. "Lot"** shall mean and refer to any deeded plot of land shown upon any recorded or unrecorded subdivision map of the Properties with the exception of any areas designated or dedicated for a street and any areas reserved for future development and not numbered. Lots shall also include any lot in The Enclave at Cove Mountain, as amended from time to time, deeded by a metes and bounds description.

**Section 5. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

**Section 6. "Developer"** shall mean and refer to The Enclave at Cove Mountain, LLC, its successors and/or assigns.

**Section 7. "Restrictions"** shall mean and refer to the Declaration of Restrictions applicable to the Properties of record in the Office of the Register of Deeds of Sevier County, Tennessee.

**Section 8. "Member"** shall mean and refer to those persons entitled to membership as an owner of a lot in The Enclave at Cove Mountain.

**ARTICLE II**

**MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held on or before the first week of November 1, 2005, and each subsequent regular annual meeting of the members shall be held as set by the Board of Directors each year.

**Section 2. Special Meeting.** Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Sevier County Tax Assessor's Office, or supplied by such member to the Association for the

purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (1/2) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE III**

**BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE**

**Section 1. Number.** The affairs of this Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

**Section 2. Term of Office.** At the first annual meeting the members shall elect three directors for a term of one year, and at each annual meeting thereafter the members shall elect three directors for a term of one year.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**Section 5. Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE IV**

**NOMINATION AND ELECTION OF DIRECTORS**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Restrictions. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE V**

**MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday then that meeting shall be held at the same time on the next day which is not a legal holiday.



**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

**ARTICLE VI**

**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Restrictions;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (e) to take actions determined necessary by the Association Members to be necessary for the betterment of The Enclave at Cove Mountain.

**Section 2. Duties.** It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (c) to collect assessments to maintain the common areas, to wit:
  - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
  - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of the annual meeting to be approved by the members at the annual meeting; and
  - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) procure and maintain adequate liability and hazard insurance as the Board of Directors deems to be necessary;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the private roads, right-of-ways and easements, of The Enclave at Cove Mountain to be maintained.

**ARTICLE VII**

**OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may not be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

**PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments.

**SECRETARY**

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

**TREASURER**

(c) The treasurer shall receive and deposit in appropriate bank account all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX**

**BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE X  
ASSESSMENTS**

As more fully provided herein, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest per annum from the date of delinquency at the highest rate allowable by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of or abandonment of his lot.

**ARTICLE XI  
AMENDMENTS**

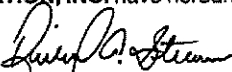
**Section 1.** These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.


**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictions and these By-Laws, the Restrictions shall control.

**ARTICLE XII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**IN WITNESS WHEREOF**, we, being all of the directors of **THE ENCLAVE AT COVE MOUNTAIN OWNER'S ASSOCIATION, INC.** have hereunto set our hands this 31<sup>st</sup> day of March, 2005.

  
\_\_\_\_\_  
RICHARD A. STRAUSS, DIRECTOR

  
\_\_\_\_\_  
DENNIS L. DABNEY, DIRECTOR

THB  
\_\_\_\_\_  
THOMAS H. BUXTON, DIRECTOR


**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of The Enclave at Cove Mountain Owner's Association, Inc., a Tennessee Corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 31<sup>st</sup> day of March, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name as secretary of said Association this 31<sup>st</sup> day of March, 2005.



\_\_\_\_\_  
SECRETARY

**Exhibit "C"**

**Architectural Guidelines  
Of  
The Enclave at Cove Mountain**

TABLE OF CONTENTS

ARTICLE 1: <u>INTRODUCTION</u>	4
ARTICLE 2: <u>PHILOSOPHY</u>	4
ARTICLE 3: <u>GENERAL</u>	5
ARTICLE 4: <u>DESIGN AND COMPATIBILITY</u>	5
ARTICLE 5: <u>ARCHITECTURAL CRITERIA</u>	6
5.1 Setbacks	6
5.2 Site Restrictions	6
5.3 Roofs	7
5.4 Garages	7
5.5 Siding	7
5.6 Windows	8
5.7 Driveways	8
5.8 Exterior Colors	9
5.9 Landscaping	9
5.10 Temporary Structures	10
5.11 Fuel Tanks	10
5.12 Septic Tanks	10
5.13 HVAC Units	10
5.14 Basketball Goals	10
5.15 Mailboxes	11
5.16 Exterior Lighting	11
5.17 Antennas	11
5.18 Flags	11
ARTICLE 6: <u>ARCHITECTURAL REVIEW PROCESS</u>	12
6.1 Review And impact Fees	12
6.2 Preliminary Plan Review	12
6.3 Final Construction Plan Review	14
6.4 Erosion Control	15
6.5 Construction Reviews	15
6.6 Field Changes	17
6.7 Completion Deadline	17
6.8 Home Improvement Requests	17
6.9 Appeal Process	18
6.10 Variances	18
6.11 Enforcement/Fines	18

ARTICLE 7: <u>DISCLAIMER</u>	19
ARTICLE 8: <u>CONSTRUCTION AND CONTRACTOR RULES</u>	19
8.1 Construction Hours	20
8.2 Speed Limit	20
8.3 Vehicle Laws	20
8.4 Discarding Of Trash	20
8.5 Project Access	20
8.6 Temporary Construction Signs	20
8.7 Home Site Boundaries	21
8.8 Portable Toilet	21
8.9 Tree, Shrub, Plant Removal	21
8.10 Construction Trash/Debris	21
8.11 Dumping of Waste	21
8.12 Burning/Burying Trash	21
8.13 Radios, Tape And CD Players	21
8.14 Cleaning Vehicles/Equipment	21
8.15 Construction Vehicles/Trailers/Equipment	22
8.16 Storing Construction Materials	22
8.17 Blocking Roadways/Flagman	22
8.18 Oversized Loads	22
8.19 Mud/Concrete on Roadways	22
8.20 Concrete Trucks-Maximum Load	22
8.21 Temporary Utilities	22
8.22 Utility Damage	22
8.23 Miscellaneous Damage	22
8.24 Firearms	23
8.25 Pets	23
8.26 Due Process Procedure	23
a. Notice	23
b. Hearing	23
ARTICLE 9: <u>OWNERS MAINTENANCE RESPONSIBILITIES</u>	24
APPENDIX "A": <u>NOTICE TO OWNERS AND GENERAL CONTRACTORS</u>	25
APPENDIX "B": <u>SCHEDULE OF FEES</u>	26
APPENDIX "C": <u>TYPICAL HOMESITE EROSION CONTROL</u>	27

**ARTICLE 1**  
**INTRODUCTION**

The Architectural Review Board (hereinafter referred to as the "ARB") has been established to enhance consistency, compliance and equity in the implementation of policies, plans, Conditions, Covenants and Restrictions, and other documents pertaining to the physical development of The Enclave at Cove Mountain. The preservation of The Enclave at Cove Mountain as an attractive, private residential community in which to live depends upon continuous design excellence and sensitivity to the environment. The ARB will serve as an arm of the Board of Directors of The Enclave at Cove Mountain Owner's Association, Inc. (hereinafter referred to as the "Association") to ensure compliance with protective restrictions, and the compatibility of construction, design, and maintenance of each Property/Unit. For further detail regarding maintenance responsibilities refer to ARTICLE 9 of these Standards.

In accordance with ARTICLE 6 of The Enclave at Cove Mountain Owner's Association, Inc. By-laws (hereinafter referred to as the "By-Laws") the Board of Directors is empowered to adopt, add to or amend any or all of these Architectural Design Standards, as they deem necessary. Adoption of the Architectural Design Standards by the Association Board of Directors has allowed the Association to implement review, control and enforcement procedures, and to support those recorded legal documents which serve to bind specified Property/Unit Owners (hereinafter referred to as "Owners") to the Conditions, Covenants and Restrictions of The Enclave at Cove Mountain.

Set forth in these Architectural Design Standards are those policies and procedures to assist the ARB, Owners, their Architects and Contractors through the Architectural Review Process. The Association's Board of Directors strongly believes that the only way the natural beauty of The Enclave at Cove Mountain can be protected and preserved while developing an attractive and desirable community to live in is by the consistent administration and strict adherence to these Architectural Design Standards and the Architectural Review Process. When adhered to, these Standards will help to ensure a pleasant and equitable relationship with all involved through the review and construction process. It is imperative, therefore, that the following Standards are thoroughly read and understood prior to the commencement of any design work.

**ARTICLE 2**  
**PHILOSOPHY**

In order for nature and development to successfully coexist, a balance must be established, preserving the integrity of natural systems within the context of land use changes. The prudent use of natural resources without depleting their overall value is known as *environmental conservation*. In the case of The Enclave at Cove Mountain, a conservation ethic requires thoughtful attention to the details of site planning, architectural design, and landscaping.



Together, these components will define the overall quality of the development.

As an example, a positive and desirable development plan would include minimal site disturbance, architectural design that blends, rather than contrasts, with the surrounding environment, and landscaping that incorporates indigenous plant selection rather than transplanted exotics. Generally, design should be subordinate to setting.

### **ARTICLE 3 GENERAL**

No exterior structure or improvement shall be placed, erected, installed, or made upon any Property, or adjacent to any Property, without first obtaining written approval from the ARB. Examples include, but are not limited to, the following:

- (a) New: home construction, garages, decks, patios, driveways, retaining walls, fences, gates, columns, statuary, fountains, swimming pools, basketball backboards, paint/stain color proposals or changes, landscape, hardscape, etc.
- (b) All mechanical/electrical equipment such as HVAC equipment, swimming pool and/or spa equipment, waterfall pumps, exterior lighting, etc.
- (c) Removal of significant trees (greater than 12 inches in diameter), evergreen shrubs or other distinctive vegetation.
- (d) Well, septic and drainage systems.
- (e) Changes to topography including cut, fill and other grade changes.

Failure to obtain the necessary approvals as stated above:

- (a) May constitute a violation of your Deed Restrictions.
- (b) May result in a Specific Assessment being levied against your Property in accordance with ARTICLE 10 of the By-laws.
- (c) May require modification or removal, of unauthorized work at the Owner's expense.

**In addition, owner is responsible for any applicable local, state and federal permits as required.**

### **ARTICLE 4 DESIGN AND COMPATIBILITY**

Owners and their Architect should develop a home design that compliments the natural characteristics of the Property and its indigenous vegetation. The basic appearance of a home

can be made more aesthetically pleasing by utilizing design details such as recessed entries, changes in planes, offsets and extended walls beyond the basic facade, roof geometry, garage placement, landscape screening and working with the natural contours of the Property. Proposing natural materials on exterior finishes, such as, rough-sawn wood, exposed heavy timbers, textured siding, wooden shingles, native stone and color schemes that blend and compliment the natural, mountainous topography, is highly recommended.

Attention to details and finishes is vitally important in a congruent and harmonious blending of structure and nature. An example would be foundations of poured concrete or concrete block being finished with stone or stucco for a completed appearance. The perimeter foundation of all structures must be transitionally screened with natural landscape plantings.

## **ARTICLE 5 ARCHITECTURAL CRITERIA**

Owners, their Architects and Contractors in the design and development of each Property *must* adhere to the following specific building design standards:

### **5.1 Setbacks**

Unless specified differently in your Restrictive Covenants, the following are the *minimum* setback requirements for all Property:

- (a) 25 feet from the Property line along the road right-of-way (15 feet with the approval of the ARB on lots with over 30% average grade).
- (b) 20 feet from the rear Property line.
- (c) 15 feet from the side Property line.

### **5.2 Size Restrictions**

Minimum and maximum square footage parameters for new home construction are impacted by location, visibility, the size of homes on neighboring Property and other considerations. The following restrictions take these factors into account:

- (a) The minimum home size on any Property/Unit shall not be less than 2500 square feet of fully enclosed living space, nor shall any home contain less than 1625 square feet of fully enclosed living area on the main floor.
- (b) In general, the maximum square footage of any proposed home shall not exceed 10,000 square feet. A Property with larger acreage may be considered acceptable to allow a home design that exceeds the maximum square footage stated above depending on its location, visibility, and impact on the community.
- (c) The maximum height of any home, including cupolas or other structures, shall not exceed a height of 2 ½ stories or a *maximum* of 40 feet, in accordance with municipal restrictions, if applicable, measured from the front entry level foundation cap to the highest point on the roof.

### 5.3 Roofs

Roof materials with texture and depth, such as cedar shakes, natural or synthetic slate or other architectural grade, composite materials, are highly desirable. Metal roofs will be reviewed on a case- by- case basis but in no instance will a metal roof be allowed that is bright colored or that has a permanent reflective surface. The following criteria addresses roof design:

- (a) The minimum roof pitch or slope allowable for predominant roof slope is 8:12, though higher pitches are preferred.
- (b) The maximum roof pitch or slope allowable for predominant roof slope is 12:12.  
(slopes greater or less than the required slope will be reviewed on a case by case basis)
- (c) Multiple roof forms are highly recommended.
- (d) Flat roof designs are not allowed.
- (e) All roof accessories such as vent stacks, vents, vent fans, etc., *must* match the roof color and should be, as much as is possible, located at the least visible side of the roof.

### 5.4 Garages

The garage, whether attached or detached, must match the design, materials, and color scheme of the home. If the garage is detached, it *must* be no larger than 30 feet x 36 feet and no taller than the main house. In either case, due to the restriction not allowing storage sheds and other similar storage structures, sufficient storage area should be considered and provided in the design of the garage. The following requirements apply to garage doors and service entry doors:

- (a) Garage doors and garage service entry doors may be metal or wood and should be raised panel in design or otherwise detailed to compliment the architectural style of the home. Custom designed garage doors will be reviewed on a case-by-case basis. Garage doors can not exceed 8 feet in height or 9 feet in width. It is recommended that garages be designed with no more than three (3) car bays, however larger garages will be reviewed by the ARB on a case by case basis.
- (b) Garage door windows may be considered for approval if they are proposed as clear, obscure glass and installed in the top panel. The window design *must* match or compliment the windows on the home.

### 5.5 Siding

Exterior walls constructed of natural materials, such as, rough-sawn wood, exposed heavy timbers, textured siding, wooden shingles and/or native stone, are preferred. Brick or/and stucco may be considered acceptable depending on mass, location,

texture, and color. Vinyl siding is prohibited. Certain manufactured exterior siding, trim and stone products may be considered for approval. Exterior materials *must* be used consistently on all elevations for a harmonious appearance. The following types of siding are not allowed:

- (a) Aluminum or steel siding.
- (b) Flashed brick or brick proposed with an epoxy sealant.

5.6 Windows

The size and percentage of windows on all elevations *must* be in balance with the overall design. Home designs that promote large expanses of exterior walls without window installations are discouraged. The following requirements address color and materials:

- (a) Wood, aluminum and/or vinyl clad window materials are acceptable and dark colors are recommended.
- (b) In general, colored or stained glass is *not* encouraged. Clear, decorative, leaded, or obscure glass designs are allowed.
- (c) Glass block may be considered acceptable depending on location, mass, and visibility. If approved, the color of grout utilized for the glass block installation *must* match the siding or window frame color. Grout in any shade of white is not allowed.
- (d) Window tinting is allowed but only if non-reflective material is used,

5.7 Driveways

The area or size of the driveway should be kept to a minimum with the form of the driveway softened with curves to prevent any long, straight views. Building materials and other requirements are as follows:

- (a) All driveways *must* be either paved with asphalt, concrete aggregate or other approved aggregates. For purposes of maintenance, consistency, and appearance, matching the driveway material with the adjoining road material is preferred as a minimum standard.
- (b) The intersection of the driveway and community roadway *must* be paved with a durable, erosion resistant surface. Surface shall be concrete, asphalt, paving stone or paving brick and shall extend the full width of the driveway at the intersection with the community roadway and extend a minimum of 20 feet into the lot from the community roadway edge.
- (c) Driveways should be designed to minimize storm water runoff and potential erosion. Properly sized culvert drainpipes shall be installed as needed along the driveway within the road right-of-way. There shall be *no* diversion of water within the road right-of-way or onto adjoining properties.

- (d) Adequate guest parking should be planned to contain all parking within the Property without being a prominent design feature.

#### 5.8 Exterior Colors

Exterior color schemes proposed for all structures must blend or compliment the natural surroundings. Subdued earth or forest tones of brown, warm grays or greens are preferred. Shades of white may be submitted for consideration for the house trim but in no case will the body of a house be allowed to be painted white. All structures on a Property shall be painted the same approved color scheme unless otherwise approved by the ARB. Flue caps, electric meters, conduits, gutters, downspouts, etc., *must* be painted to match or blend with the surrounding materials. In addition, walls, gates and other exterior structures *must* be painted or stained to match or blend with the color scheme of the home. Deck band boards, rails, associated pickets and stair risers to decks may be left natural wood. The following are exterior colors and finishes that are not allowed:

- (a) Pastels.
- (b) Primary colors.
- (c) High contrast color schemes.
- (d) Highly reflective paint finishes such as gloss enamel or epoxy paints.

Approval from the ARB is required for any change to an existing color scheme on any structure (samples of the proposed colors are required at time of submittal).

NOTE: Any existing color scheme on any structure that does not comply with this standard *must* be brought into compliance when repainted or re-stained.

#### 5.9 Landscaping

It is extremely important that elements of the landscape, the home, and any other structures upon a Property harmoniously unite to form a single, attractive entity. When thoughtfully designed, a landscape plan becomes an extension of a well planned home. Careful selection of plants according to type, size, location, growth pattern and climate tolerance is best accomplished by an experienced Horticulturist or Landscape Architect. Of course, the most desirable landscaping is the current, undisturbed natural vegetation that exists on the mountain. The ARB looks very favorably upon landscape plans that propose the least amount of disturbance to the pre-existing plant material while adding indigenous plants to meet the screening requirements. Imperative considerations that must be addressed in the proposed landscape plans are as follows:

- (a) No clear-cut tree removal or topping of trees is allowed. Very selective tree removal and/or thinning to improve views may be considered for approval.
- (b) A plant list showing all newly installed plant species will be required as part of the landscape plan. Indigenous plant selection is highly recommended, however, newly introduced species of plants that compliment the natural

surroundings may be considered acceptable but only if arranged according to a coherent landscape plan.

- (c) Landscape screening is required around the perimeter of foundation walls, including HVAC units, above ground fuel tanks, parking areas, etc.
- (d) All landscaping *must* be installed as per the approved landscape plans prior to the Completion Deadline as stated in ARTICLE 6, Section 6.8, of these Standards. An extension may be granted to complete the landscape installation if extended winter weather or the time of year the home is completed justifiably hinders said completion.

#### 5.10 Temporary Structures

Temporary structures of any kind, including but not limited to, storage sheds, play structures, tree-houses, portable basketball goals, etc. may be submitted for consideration for approval. The submittal must include a plot plan showing the proposed location of the temporary structure, a picture, brochure or plans detailing the appearance and dimensions of the proposed structure and its color scheme.

#### 5.11 Fuel Tanks

In General, fuel tanks should be proposed as underground installations. Above ground fuel tank installations may be considered for approval if proposed to be installed on the least visible side of the home and painted earth or forest tones to match or blend with its surroundings. In addition, landscaping must be utilized to screen fuel tanks from view.

#### 5.12 Septic Systems

Septic systems shall not be located any closer than 10 feet from the road as indicated on the plat of record in Large Map Book 6, Page 76 in the Register's Office for Sevier County, Tennessee. If unable to comply with the setback requirement due to lot configuration, the septic system *must* comply with the minimum setback requirements of the Sevier County Health Department. The recorded plat referenced above specifically identifies lots which will be required to access the Community Drainfield System. Lot owners accessing this system shall be responsible, on a pro-rata basis, for repair and maintenance of said system, as administered by the Homeowner's Association. Lot owners with septic tank approvals shall be required to respect the septic tank locations, as approved by the Sevier County Health Department, when establishing footprint(s) for building.

#### 5.13 HVAC Units

HVAC units *must* be installed in the least visible location adjacent to the home. Wherever located, HVAC units *must* be screened from view with shrubs. The use of a lattice enclosure for screening is acceptable (lattice and frame *must* match color of home). However, the use of shrubs to soften the appearance is required.

#### 5.14 Basketball Goals

Basketball goals may be considered for approval depending on their proposed location, visibility, and impact on neighboring Properties, if they comply with the following requirements:

- (a) Basketball backboards must be clear acrylic/glass or painted to match the background color where attached if mounted above the garage door.
- (b) Only clear acrylic/glass basketball backboards will be allowed for free standing pole installations. Poles must be black or painted to blend with its surroundings.
- (c) Portable basketball goals may be considered for approval.

5.15 Mailboxes

Non-applicable.

5.16 Exterior Lighting

Traditional light fixtures, such as carriage lights, proposed for installations at entry doors, garage doors and stairways are acceptable and encouraged. The following types of lighting are not allowed:

- (a) Floodlight fixtures with fully exposed bulbs. (Floodlight fixtures may be considered for approval if proposed with hoods or covers and are painted to match or blend with the surrounding materials where attached.)
- (b) Exterior lighting must be installed so that light is not directed onto or toward adjacent properties and streets. Colored lights or lenses of any kind, including 'bug zappers', are *not* allowed.

5.17 Antennas

Antennas or, as termed by the Federal Communications Commission (FCC), "Over-The-Air Reception Devices" (OTARD), with a diameter of 1 meter (39.37 inches) or less, which include, but are not limited to, satellite dish antennas may be installed without prior approval from the ARB provided the installation meets the following requirements:

- (a) The antenna *must* be installed in the least visible location as viewed from the roads or other vantage points.
- (b) The color of the antenna *must* reasonably blend with the background color at the point of attachment or its surroundings depending on location.

If, in the opinion of the ARB, the antenna location or color is unacceptable, modification of the antenna will be required to conform to the above guidelines. Satellite dish antennas in excess of 1 meter will be reviewed on a case-by-case basis but, if approved, will require complete screening from view including neighboring properties.

5.18 Flags

Flags that meet the following criteria may be displayed without approval from the ARB:

- (a) The maximum flag size allowed is 5 feet by 3 feet. Flagpoles attached to the home or garage *must* not exceed 6 feet in length and *must* blend with the existing color scheme of the dwelling or be natural wood.
- (b) A *maximum* of 1 flag on the front side and 1 flag on the rear side of a home will be allowed.

In addition, flags that become faded, torn or otherwise deteriorated *must* be removed or may be replaced with a new flag. Proposed ground installed flagpoles require submission to the ARB and approval prior to installation.

## **ARTICLE 6**

### **ARCHITECTURAL REVIEW PROCESS**

The Architectural Review Process for new home construction and/or other prominent structures consists of a Preliminary Plan Review, a Final Construction Plan Review and specified on-site Construction Reviews to verify that the actual construction is in conformance with the approved Final Construction Plans. The Architectural Review Process nears conclusion after the construction, including all proposed and required landscaping, is completed and the Association makes its Final Review. If the project is in compliance, the Final Review is signed off as approved with written notification of completion being sent to the Owner and the process is concluded. If the project is found to be incomplete or is not in compliance with the approved plans, the Association will take whatever action it deems necessary, including the imposing of fines, to ensure completion and/or compliance of the project as described in the By-Laws. Owners are *strongly* encouraged to work with an Architect who is knowledgeable and experienced in mountain home design and construction. No clearing, construction, well drilling or vegetation removal will be allowed prior to Final Approval except for the purpose of "perk testing" by Environmental Health Department.

#### **6.1 Review and Impact Fees**

The following fees are required to be paid to the Association at the time an Owner submits the Preliminary Plan Review Application for construction of a new home, an addition to an existing home, or any other prominent structure:

- (a) A review fee of \$1,000.00 for all structures.
- (b) A one time Impact Fee for construction vehicles utilizing Association private roads to get to the property construction site is calculated as follows:
  - (i) sq. ft. of enclosed space = sq. ft. x \$0.50

Add the appropriate Review Fee amount with the calculated Impact Fee for a total amount to be submitted to the Association. The Association will not be able to accept a Preliminary Plan Review Application and/or any plans for review without the required Review and Impact Fees. There will be a required fee of \$250 for each Field Change Request after Final Construction Plan Review approval is granted. For requests for all temporary structures and non-structural improvements, such as, play structures, portable



basketball goals, name plaques, seasonal flags, exterior lighting, etc., refer to Section 6.9.

## 6.2 Preliminary Plan Review

This first and vital step in the Architectural Review Process gives the Owner the opportunity to present their conceptual design ideas to the ARB on paper through their architect. Due to the high probability of changes and revisions being made during this initial step, it is *strongly* recommended that these preliminary plans be rough drawings, although to scale, and *not* final construction drawings. Along with a completed Preliminary Plan Review application, Owners must submit the required fees as stated in Section 6.1 and 2 sets of plans that include the following:

- (a) Preliminary schematic topographical site plan at a scale of 1 inch = 20 feet (maximum 2 foot contour intervals) identifying: Property boundaries and acreage, house siting along with any other proposed structures, driveway, parking area, potential tree (in excess of 12 inches in diameter) and shrub removal, septic system, well, utility areas, etc. Neighboring homes, garages and other structures must be shown in outline form (drip line to drip line). In addition to adhering to the setback requirements stated in ARTICLE 5, Section 5.1, of these Standards, please refer to your Deed Restrictions and the recorded plat for any additional setback requirements.
- (b) Conceptual floor plans at a scale not smaller than 1/8 or 1/4 inch = 1 foot showing overall house dimensions, room sizes, windows and doors. All rooms shall be labeled as to function.
- (c) Conceptual elevations (all sides) at a scale not smaller than 1/4 inch = 1 foot showing all exterior materials, windows, doors, decks, height above foundation cap, etc.
- (d) A copy of the Property Deed including all Restrictions and Covenants,

Prior to contacting the Association to submit the preliminary plans and to set up an on-site meeting to review the plans and Property, the Property perimeter *must* be clearly marked with white stakes (minimum 3 feet tall) by a licensed Surveyor designating property corners and 25 foot intervals along property lines, and on back of property as is reasonable to enclose building footprint and septic tank locations, and shall remain in place until the construction project is completed. The corners of the proposed home site shall also be staked *and* identified. Building corners shall include all above ground structures such as decks, garages, and patios. Orange flags or tape shall mark any trees or shrubs proposed for removal. NOTE: In accordance with ARTICLE 10, Section 10.10, no grading, tree or shrub removal or construction, except what is required to for the Sevier County Health Department survey and proposed septic system location inspection, will be allowed until after approval of the Final Construction Plans is granted, in writing, by the ARB.

If the Association accepts the proposed Preliminary Plans the Owner will be sent an acceptance letter within 30 days of the on-site meeting. Owners may then have their Architect proceed with final construction drawings. If the proposed Preliminary Plans are not accepted, a letter will be sent to the Owner within 30 days stating the reasons for the non-acceptance. Once each reason for non-acceptance is addressed and *all* required changes are made to the Preliminary Plans, the Owner may resubmit to the Association for review.

### 6.3 Final Construction Plan Review

After receiving Preliminary Plan Review acceptance, Owners may direct their Architects to proceed with the Final Construction Plans. When completed, Owners *must* submit a Final Construction Plan Review application along with 2 sets of plans that include the following:

- (a) A final site plan showing all items required for the Preliminary site plan plus any proposed new topography (grading, drainage, cut and fill), etc., and erosion control features at a scale of 1 inch = 20 feet or larger. *Include a third set of plans in 11 x 14 or 8 ½ x 14 format.*
- (b) Floor plans showing complete construction details at a scale of ¼ inch = 1 foot. They shall include location of exterior HVAC units, exterior light fixtures, all utility locations, meters and easements, if applicable, trash enclosure with type of screening noted, fuel tank size and location, etc. *Include a third set of plans in 11 x 14 or 8 ½ x 14 format.*
- (c) Elevations (all sides) at a scale not smaller than ¼ inch = 1 foot showing all exterior materials, windows, doors, decks, height above foundation cap, etc.
- (d) Drainage plan showing the proposed path of surface water and points of its discharge. Under no circumstances may the natural flow of water be artificially concentrated so as to create erosion problems or additional flow over neighboring Property.
- (e) A color and materials board with samples of the proposed exterior paint/stain color scheme and any proposed siding, stone, brick, roofing material, etc.
- (f) A Landscape Plan as outlined in Section 5.9 of these Guidelines will be due within 180 days from date of Final Plan Review acceptance.
- (g) A copy of the approved County Building Permit.
- (h) A copy of the approved County On-Site Wastewater Disposal Application.

If any of the above requirements are absent or incomplete, the Association will not be able to conduct this phase of the review process and will return all submitted items to the Owner with a letter detailing the absent required exhibit(s).

Once the Association receives a complete submission a decision must be rendered **within 30 days** of receipt. If the Association approves the proposed Final Construction Plans and the color/material samples, the Owner will be sent an approval letter and may then schedule their Contractor(s) to begin grading. If the proposed plans are not approved, a letter will be sent to the Owner within 30 days of receipt of the submittal stating the reasons for disapproval. Once each reason for disapproval is addressed and all required changes are made to the Final Construction Plans and/or color and materials samples, the Owner may resubmit to the Association for review. The Owner is responsible for obtaining all required permits and approvals. Association approval and reviews are separate and independent of government inspections.

The basis for the Association's approval of plans and materials is aesthetics and not engineering design. By approving submitted plans and materials, the ARB, Association's Board of Directors and Managing Agent(s) assumes no liability or responsibility for any defect in any structure constructed from such plans and its specifications as further elaborated in ARTICLE 7 of these Standards.

#### 6.4 Erosion Control

Erosion control is a critical protective measure for soil conservation and protection of streams and river systems. Soil and drainage systems are especially fragile in this mountain ecosystem. Erosion control measures should be clearly shown on all site plans. The following requirements are minimum standards intended as preventive maintenance in order to avoid costly and possibly irreparable environmental damage. Erosion control will be monitored throughout the construction project.

- (a) Prior to soil disturbance, temporary sediment barriers must be properly installed below disturbed areas according to existing and expected drainage patterns.
- (b) Erosion control devices shall be installed and maintained as recommended by the latest addition of the Tennessee Department of Environment and Conservation Specifications and Standard Drawings. For an individual site plan, as a minimum, the erosion control measures should include controls as shown on "Typical Homesite Erosion Control" attached hereto in Appendix C.
- (c) As clearing progresses, temporary diversions shall be installed along with barriers, mulch, etc., to reduce drainage flow rates and any resulting erosion.
- (d) Periodically remove collected sediment to maintain the barriers in an effective condition.
- (e) Revise the planned control measures as the site conditions change. Gaps in protection will not be allowed.
- (f) Install utilities early in the construction process and stabilize slopes quickly thereafter. Driveways should be continuously maintained with proper aggregate material throughout construction.
- (g) Finish grade and establish a permanent ground cover as soon as possible.

- (h) Once Final Construction Review approval has been granted, barriers may be removed with proper disposal of all materials and accumulated sediments, along with final stabilization as necessary.

#### 6.5 Construction Reviews

After receiving Final Construction Plan approval and before grading/construction has commenced, the Association or its designate will make the following scheduled and non-scheduled reviews to ensure that the work performed is in compliance with the approved plans:

- (a) Preliminary Site Layout Review. Before grading and clearing begin, but after building footprint and vegetative removal has been marked, owners, their architect or contractor must contact the Association to schedule its review.
- (b) Foundation Review. After grading and foundation forming is completed but before pouring of concrete or laying of block. Owners, their Architect or Contractor *must* contact the Association as foundation forming is nearing completion to schedule its review.
- (c) Framing Review. After the completion of framing, Owners, their Architect or Contractor *must* contact the Association as framing is nearing completion to schedule its review.
- (d) Unscheduled Reviews. Random, periodic reviews of the construction site by an Association representative for compliance with the Association's Construction and Contractor Rules (Refer to ARTICLE 8) will take place without prior notice.
- (e) Final Construction Review. After completion of the construction project, the Owner, Architect or Contractor *must* contact the Association to schedule its Final Review. Before notifying the Association to schedule its Final Construction Review, owners must make sure the following requirements have been met;
  - (i) Completion of all construction and exterior painting/staining.
  - (ii) Installation of landscaping.
  - (iii) Removal of dumpster, portable toilet, other temporary facilities, temporary utility pole and all other construction related materials and/or debris.
  - (iv) Repair of any damage to right-of-way, common areas and adjacent areas caused during construction.
  - (v) Repair of any damage to the roadway, including structural or scarring, pavement stains, concrete spills, and replanting of grass or other damaged plants.
  - (vi) A copy of the 'as built' plans detailing actual location of the septic tank

and system to be submitted to the ARB.

Failure to contact the Association for any of the above scheduled reviews, any non-compliance discovered during the scheduled reviews or any non-compliance of the Construction And Contractor Rules discovered during any periodic, unscheduled review will result in a *Stop Work Order* being issued. A *Stop Work Order* notice will be posted on the Property and a copy sent to the Owner describing the violation(s). No further construction work will be allowed, enforced by the appropriate authoritative municipal and/or law enforcement agency until such time as the non-compliance has been corrected and verified by the Association. When the violation(s) is corrected, the Owner, Architect or Contractor is required to contact the Association to arrange a review to confirm compliance. Upon confirmation of compliance the Association will remove the *Stop Work Order* and notify the Owner of the approval to proceed with the construction project. If violation(s) are not corrected in a timely manner or if violations re-occur during the construction project, the Owner may be assessed fines and be subject to farther action being taken by the Association.

#### 6.6 Field Changes

Changes of any kind to the approved Final Construction Plan Review documents are not allowed without prior approval from the ARB. The ARB realizes that circumstances arise from time to time during construction that require a change to the originally approved plans. If such a circumstance arises, the ARB will expedite the request as quickly as possible. Such change requests must be accompanied by the required review fee as outlined in Section 6.1. of these Guidelines. If changes are made without prior approval by the ARB, the Owner may be assessed a fine and could be required to modify the construction to comply with the originally approved plans at the expense of the Owner.

#### 6.7 Completion Deadline

All construction *must* be completed and a Final Construction Review made by the Association and approved, in accordance with Section 6.5, (d) above, within 18 months from the commencement of grading. The Association may consider a request, in writing, by the Owner for an extension to complete the construction project *if* deemed necessary. Failure to complete the construction project within the Completion Deadline timeframe, including any extensions granted by the Association, constitutes a violation of these Standards. The Association will then pursue whatever action it deems necessary to ensure the completion of the construction project in a timely manner. All legal fees and costs reasonably incurred by the Association for such action will be assessed to the Owner in accordance with the By-Laws.

If no work commences within 6 months of the Association's Final Construction Plan Review approval letter date, the approval status will be rescinded and the plans considered disapproved. If the Owner wishes to pursue the project after the approval has been rescinded, a new Application along with 2 sets of plans must be submitted for review.

If construction does not begin within 12 months after removal of any vegetation, especially if grading has taken place, the Owner will be required to return the Property to its original condition as much as possible.

**6.8 Home Improvement Requests**

The Home Improvement Request process is required for Owners proposing temporary structures and non-structural improvements. Examples include, but are not limited to, storage sheds, playhouses, exterior lighting, exterior paint/stain color changes, window or door installations or changes, fountains, basketball goals, walkways, etc. In order to help expedite the Home Improvement Request process without requiring an application form to be completed, Owners simply need to provide the following:

- (a) A written request, signed, describing the proposed improvement to their Property, its proposed location, and a picture or brochure of the improvement.
- (b) A \$175.00 review fee.

In the case of a paint/stain color change request, paint samples must be submitted and identified as to their proposed location (i.e., trim, wood siding, plaster/stucco, front door, shutters, etc.).

The ARB has a maximum of 30 days from the date a request is received, along with all required pictures and/or attachments and the \$175.00 review fee, to render a decision. If a complete submittal is received but a decision is not rendered within the 30 day time limit, such request shall be deemed approved. Owners will be notified in writing of the ARB's decision. Once approved, Owners must complete the proposed improvement within 90 days from the date of the approval letter from the Association. The Association may consider an extension request, in writing, by the Owner for an additional 90 days if deemed necessary. If the installation has not begun within 90 days from the date of the approval letter and no extension request has been received or if an extension has been granted and no work has begun within the maximum 180 day period allotted, the approval becomes void and the Owner must re-submit a new Home Improvement Application prior to starting any work. The Association will review the completed improvement for conformance with the approved request, pictures and/or attachments.

If any installation of any kind begins prior to approval in writing by the ARB, the Owner is in violation of these Standards and may be required to return the Property to the condition prior to the work and/or be assessed fines.

**6.9 Appeal Process**

In the event of any dispute regarding an ARB decision during the Architectural Review Process, the Owner has 15 days from the date of the written disapproval notice from the ARB to request a hearing. In accordance with the By-Laws the Board will preside over the hearing to hear evidence and discuss the dispute. The Board will render a decision on the appeal, in writing, within 10 days of the hearing. All decisions will be final.

**6.10 Variances**

The ARB, or the Board, shall have the right and privilege to permit any Owner (without consent of other Owners) to deviate from any of the Architectural Design Standards, provided that such a deviation is necessary, in the opinion of the Board of Directors, in order to carry out the general purposes of the Declaration and/or the Design Standards. Any such permission of the Board of Directors shall be in writing and shall not constitute

a waiver of the ARB or Association's powers of enforcement with respect to any of the architectural controls as to any other of the covered Property.

**6.11 Enforcement/Fines**

Failure to adhere to these Standards during any portion of the Architectural Review Process and construction project, or at any other time, could result in action being taken by the Association which may include fines and/or other legal action as described in the By-Laws. Fines shall constitute a lien upon the Property and, if not paid in the timeframe specified, the Association will take whatever action it deems necessary to bring the Property into compliance and to recuperate all costs involved in taking such action.

**ARTICLE 7  
DISCLAIMER**

No implied warranties of good workmanship, design, habitability, quality, fitness for purpose, or merchantability shall arise as a result of any plans, specifications, standards or approvals made by the Declaration, the Association, the Architectural Review Board or Managing Agent(s) Company.

Neither the Architectural Review Board, nor The Enclave at Cove Mountain Owner's Association, Inc., nor the Declarant, nor the Managing Agent(s) shall be liable to an Owner or to any other person on account of any claim, liability damage or expense suffered or incurred by or threatened against an Owner or such other person arising out of or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Board of the Association whether given, granted, or denied.

All remedies set forth in these Rules shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

**ARTICLE 8  
CONSTRUCTION AND CONTRACTOR RULES**

The Board of Directors of The Enclave at Cove Mountain Owner's Association, Inc. has established a security/damage deposit for each new house or renovation in The Enclave at Cove Mountain. (See Appendix "B" for deposit schedule) The deposit is for the purpose of maintaining, protecting and restoring common areas (i.e. roads, drainage, streams, trails, etc.)

that may be damaged during construction and to maintain the peace, safety and tranquility of the community. This sum must be paid by the property owner at the office of The Enclave at Cove Mountain Owner's Association prior to the commencement of construction and before obtaining a building permit. It is the collective responsibility of property owners and their contractors and sub-contractors to honor the rules of the community in order to insure the safety of our residents and to mitigate the damage and disruption that a construction project imposes upon the community.

The following rules apply during all construction projects. Damage to common areas will be the joint and several responsibility of the property owner and offending Contractor(s). This is a private community and therefore the Association has the right to remove and suspend offending contractors or subcontractors from The Enclave at Cove Mountain. This will be done following a second offense.

8.1 Construction Hours. Construction, delivery of materials and equipment, or use of motorized construction equipment will be allowed from 8:00 am to 6:00 pm on Monday through Saturday. No construction will be allowed on Sundays or the following Holidays; New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

8.2 Speed Limit/Motor Vehicle Laws. The speed limit, stop signs, and all motor vehicle laws of the State of Tennessee, *must* be obeyed at all times within The Enclave at Cove Mountain. Unless otherwise posted, the speed limit shall not exceed 15 miles per hour. The Association has the right to suspend access to the community by any contractor with more than 2 violation notices. All vehicles must be in compliance with the laws effective Sevier County, Tennessee or imposed by any other governmental regulatory agency.

8.3 Vehicle Laws. All Contractors, sub-contractors, and their employees must have a valid driver's license and automobile (liability) insurance in order to operate their vehicles within The Enclave at Cove Mountain. Violation of this rule will result in the offending party and that party's principle employer being suspended from the community until such time as the violation is corrected.

8.4 Discarding Of Trash. All personnel working within The Enclave at Cove Mountain are to properly discard and secure their trash. Lunch bags, drink cans or bottles, wrappers and other trash are *not* to be thrown from any vehicle nor be left unsecured or uncovered so it could possibly blow out of a vehicle, either parked or in transit.

8.5 Project Access. In an effort to minimize damage to the edge of roadway pavement, the owner/contractor shall install an approved size culvert. Such culvert shall be covered by compacted crushed stone, which shall be flush with the pavement and extend at least to the lot line. This culvert and stonework shall be completed prior to the commencement of any clearing or construction on the property and must be maintained during the entire construction period. In the event that a culvert is not required, the owner shall be required to lay the crushed stone as stated above. All vehicular crossing over the grass swales is prohibited. All access to the property shall be over the approved driveway.

8.6 Temporary Construction Signs. Every residential construction job site should have 1 sign identifying the owner, architect, and contractor. No other signs will be allowed on the



premises. The job-site sign shall be clearly visible from the road along the front property line. Specifications for the sign are as follows:

- (a) The size of the sign shall not exceed 2 square feet.
- (b) The background color of the sign shall be beige (white or off-white is not permitted).
- (c) The color of the sign lettering may be black or brown.
- (d) The Sign shall be installed on a 4 inch square post. The color of the post shall be natural wood or an earth or forest tone.
- (e) The sign shall be installed on the post so that the bottom of the sign shall not be lower than 4 feet measured from grade nor shall the top of the sign be higher than 7 feet measured from grade. The wood post shall extend 2 inches above the sign.

8.7 Home Site Boundary Fence. A boundary fence may be required, as determined by the ARB, based on safety issues to include lot slope and house size and location, around the perimeter of the home when forms for the foundation are constructed. The offset distance should not be greater than 15 feet. Except to construct septic systems, driveways, walkways, and other landscaping features, no construction equipment should be permitted outside of the home-site boundary. All silt and debris fences must be maintained and all silt shall be captured and maintained on the construction site.

8.8 Portable Toilet. All construction sites are required to have a portable toilet on the premises. Portable Toilets shall be located within the Home Site Boundary Fence described in Section 8.7 to be screened from view as much as possible. Portable toilets shall be regularly serviced and not allowed to create a nuisance due to neglect or any other reason.

8.9 Tree, Shrub, Plant Removal. No removal of any trees, shrubs or any other type of plants shall take place, except what is required to for the Sevier County Health Department survey and proposed septic system location inspection, until the property owner has received Final Construction Plan Review approval in writing from the Architectural Review Board. Violations will result in the replacement cost of a tree(s) of comparable quality and size to the tree(s) wrongly removed.

8.10 Construction Trash/Debris. Throughout the construction project, all trash, debris, construction materials, and waste shall be picked up, contained and kept neat *daily*. Dumpsters are to be emptied as soon as they reach their capacity.

8.11 Dumping of Waste. There shall be no dumping of waste, construction materials, lawn waste or any trash whatsoever in the roadways, right-of-ways, streams or any other property within The Enclave at Cove Mountain.

8.12 Burning/Burying Trash. Unauthorized burning or burying of trash or unused or damaged building materials is *not* permitted. Burning of vegetative debris is only allowed if a Tennessee burn permit has been issued and permission is granted by the ARB. The applying contractor

*must* specify the location and date of burning. In addition, a representative of the contractor *must* supervise the burning at all times and have all of the necessary equipment to contain or extinguish any fire. At the end of the day, the contractor is responsible to ensure that the burn has been *completely* extinguished including all embers.

8.13 Radios, Tape and CD Players. Radios, tape and CD players and other similar equipment shall *not* be played loudly so as to create a nuisance.

8.14 Cleaning Vehicles/Equipment. Cleaning of vehicles/equipment on the streets or other Association Property is prohibited. Concrete delivery trucks must be washed out on the construction site where the delivery is made. Contractors/company employees violating this rule will be held responsible for the complete removal and clean-up of spills and/or debris and restoration of the affected area.

8.15 Parking and Storing Construction Vehicles/Trailers/Equipment. No vehicles shall be parked or stored on any paved portion of the roadways within The Enclave at Cove Mountain. When parking any vehicle within 2 feet of the paved portion of the roadway, warning signs will be placed on the shoulder of the road to advise motorists of the construction area. Storing of construction vehicles, construction trailers and/or construction equipment may be left on-site while needed as determined by the general contractor, but shall *not* be permitted to be left on any street.

8.16 Storing Construction Materials. All construction materials must be stored within the confines and boundaries of the subject lot and not on right of ways, nor shall any materials be stored on the properties of The Enclave at Cove Mountain, The Enclave at Cove Mountain Owner's Association or the properties of any person without the express written consent of the landowner, which said consent shall be filed with the office of The Enclave at Cove Mountain Owner's Association. Any remedies created hereunder shall not preclude the property owner from pursuing criminal or civil remedies for trespass.

8.17 Blocking Roadways/Flagman. It is recognized that residential construction occasionally requires the temporary blocking of the traveled portion of the roadways for the purpose of loading or off-loading heavy equipment and materials. When one or both lanes of the roadway are blocked for the purposes stated above, the Contractor shall provide a flagman to warn motorists.

8.18 Oversized Loads. Oversized vehicles (wider than eight feet, and/or longer than thirty feet) and vehicles pulling oversized loads and/or trailers shall at all times be accompanied within the community by a lead vehicle to warn motorists of a potentially dangerous condition.

8.19 Mud and/or Concrete on Roadways. Any mud, gravel or concrete that is tracked from a construction site to the traveled portion of the roadways shall be cleaned up at the end of the work day. Any concrete which is spilled on the roadways either from the job site or from trucks hauling concrete shall be cleaned up immediately. Violations will result in the cost of the clean-up and any necessary road repairs.

8.20 Concrete Trucks -Maximum Load. In order to minimize road damage, concrete trucks shall not carry more than seven (7) yards of concrete. Delivery slips must be available for inspection by the Association's Property Manager or the Association's authorized

representative.

**8.21 Temporary Utilities.** Contractors shall use only the utilities provided to them on the immediate building site on which they are working.

**8.22 Utility Damage.** If any telephone, cable TV, electrical, water, gas, drainage or any other lines are cut, it is the contractor's responsibility to immediately contact the utility company whose lines have been cut and to notify the Association.

**8.23 Miscellaneous Damage.** Any damage to streets, drainage, inlets, street lights, street markers, mail boxes, walls, etc., shall be the responsibility of the contractor. If the damage is not repaired within 15 days of the incident, or sooner if deemed necessary, the Association will repair the damage and the property owner of the project the contractor is working on will be assessed for all costs incurred.

**8.24 Firearms.** Firearms are *not* permitted within The Enclave at Cove Mountain Community except for law enforcement personnel. Hunting is *not* permitted within The Enclave at Cove Mountain at any time.

**8.25 Pets.** No pets of contractors, sub-contractors or their employees shall be permitted on the job site.

All remedies set forth in these Rules shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

**8.26 Due Process Procedure**

(a) Notice: Prior to imposition of any sanction requiring compliance with these procedures the Board or its delegate shall serve the Property Owner and/or alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the Property Owner and/or alleged violator may present a written request for a hearing to the Board within 15 Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within 15 Days of the notice.

If a timely request is not received, the sanction stated in the notice shall be imposed; provided, however, the Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 15 Day period, or in the case of a violation

which cannot be cured within such 15 Day period, such person has commenced to cure and is diligently pursuing such cure to conclusion. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a violation which recurs within six months from the date of any notice hereunder, the Board or its covenants committee may impose a sanction without further notice to the violator.

(b) Hearing: If a hearing is requested within the allotted 15-day period, the hearing shall be held before the Board in executive session. Prior to imposing any sanction, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the Property Owner and/or the alleged violator or their representatives appear at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may from time to time, amend its schedule of sanctions for violations of the Contractor Rules.

#### **ARTICLE 9 MAINTENANCE RESPONSIBILITIES**

Every Owner shall maintain their Property including, but not limited to, their home, all structures, walls, fences, landscaping (including fallen tree removal), etc., in good condition and repair. If, in the opinion of the Association, any maintenance is required to be performed, the Owner will receive written notice of such requirement with a timeframe in which to accomplish the maintenance.

Maintenance shall be accomplished in accordance with the Architectural Design Standards and, if required by the Standards, only after approval of the Architectural Review Board. Approval would be required for any change or modification such as roof material change or paint/stain color change, etc.

In accordance with the By-Laws, in the event an Owner fails to perform properly their maintenance responsibility, the Association may, after proper notice, perform such maintenance responsibilities and assess all costs incurred by the Association against the Property and the Owner.

APPENDIX "A"

# THE ENCLAVE AT COVE MOUNTAIN

Property Owner's Association

653 Hidden Valley Road  
Gatlinburg, TN 37738

To: OWNERS AND GENERAL CONTRACTORS

The Architectural control committee along with the Enclave at Cove Mountain Owner's Association and The Enclave at Cove Mountain continues its efforts to make The Enclave at Cove Mountain a safer environment for all owners and their guests.

The attached "Construction and Contractor Rules" must be observed at all times. Please take a few moments to read the document carefully. Failure to comply could result in your being denied entry by the Enclave at Cove Mountain under Tennessee law.

It is the responsibility of the Owner and the General Contractor to make sure that all construction personnel have a copy and comply to the attached document. Extra copies are available on request.

I hereby acknowledge receipt of the "Construction and Contractor Rules" for The Enclave at Cove Mountain and will make sure all construction personnel working on this construction site have a copy and will comply with the document.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
General Contractor

\_\_\_\_\_  
Date

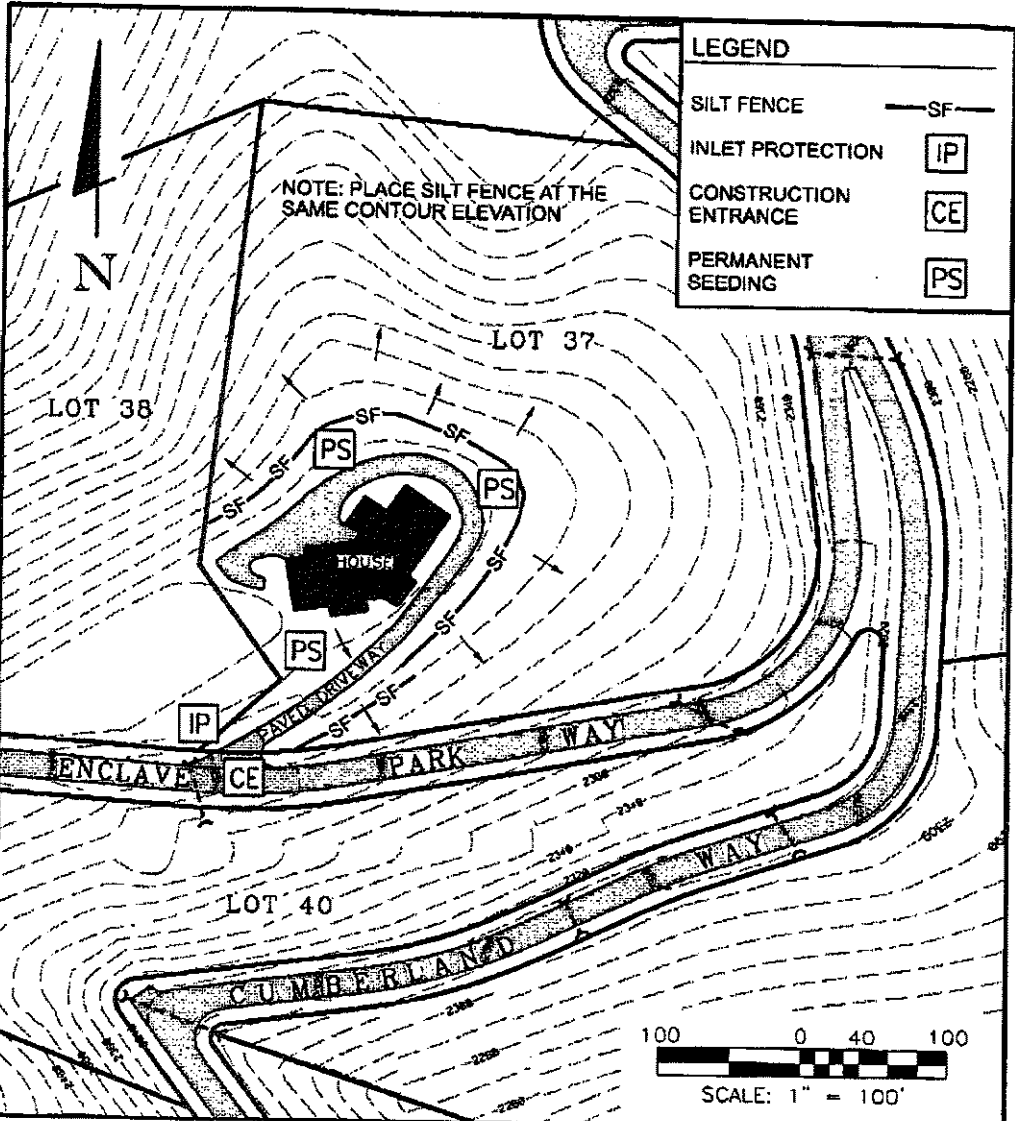
\_\_\_\_\_  
Date

APPENDIX "B"

The Enclave at Cove Mountain Property Owners Association


Schedule of Fees  
2005

I.	<b>Processing Fee (per lot) at time of purchase</b>	<b>\$ 50.00</b>
	(Contact the Association office for Resale Certifications)	
II.	<b>Annual Assessments for Community Maintenance:</b>	
	A. Unimproved Lot	\$ 400.00
	B. Improved Lot	\$1,000.00
III.	<b>Construction deposit</b>	<b>\$ 7500.00</b>
	(Refundable if no violations and all common areas restored)	
IV.	<b>Architectural Review Fee</b>	<b>\$1,000.00</b>
V.	<b>Impact Fees</b>	
	A. sq. ft. of enclosed space = sq. ft. x \$0.50	



LEGEND	
SILT FENCE	— SF —
INLET PROTECTION	[ IP ]
CONSTRUCTION ENTRANCE	[ CE ]
PERMANENT SEEDING	[ PS ]

NOTE: PLACE SILT FENCE AT THE SAME CONTOUR ELEVATION

SCALE: 1" = 100'	TYPICAL HOMESITE EROSION CONTROL	 <p><b>VISION</b> ENGINEERING AND DEVELOPMENT SERVICES, INC. 229 PRINCE STREET SEVIERVILLE, TENNESSEE 37868 (865) 774-7771</p>
DATE: 03/30/05	<b>THE ENCLAVE AT COVE MOUNTAIN</b>	
PROJECT NO: 041103-00	TAX MAP 116, PARCEL 49.00 DISTRICT 11, SEVIER COUNTY, TENNESSEE	

04110300\_indiv\_lot\_erosion\_ctl.dgn 03/30/2005 03:13:56 PM