

PROTECTIVE COVENANTS

These covenants shall apply to plats recorded as Geronimo II and III

Said lands shall hereinafter be held, owned, and conveyed as platted, and, in order to enhance the value and use of the said property shall be subject to the Protective Covenants herein stated, and each deed or other conveyance hereof shall be deemed to include the following restrictions:

1. When the Architectural Control Committee, hereinafter referred to as A. C. C., is referred to in these Protective Covenants, it shall mean either the Board of Directors of the Development or the Architectural Control Committee appointed by the Board of Directors.
2. Subject, only, to the provision of paragraphs 12 and 13, hereafter stated, all lots in said plats shall be used for residential purposes only. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one or two attached family dwellings without the approval of the ACC.
3. All mobile home units must be approved by the A. C. C. prior to installation on any lot or Parcel. The mobile home units shall be
 - (a) no less than 12 feet wide and 50 feet long;
 - (b) have been manufactured within 24 months from date of installation;
 - (c) have a retail value of not less than \$4,000.00.The ACC shall approve the location of the mobile unit on each Lot or Parcel.
4. All Recreational Camp lots may be used for temporary residential purpose utilizing camping trailers, pick-up campers, travel trailers, and other similar types of camping trailers and equipment, it being the declared intent of the subdivider to create and maintain an area designed for the maximum beauty and benefit of campers.
5. Underpinning of each mobile unit in a fashion acceptable to the ACC must be completed within 45 days after installation of any mobile unit.
6. Electric wiring and plumbing installed in any structure erected or moved upon the Properties shall be in accordance with standards prescribed by the ACC.
7. No privately-owned sewerage disposal system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the ACC.
8. No privately-owned water system shall be permitted upon any Lot or Parcel of Land of the Properties covered by these Protective Covenants unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the State Health Department and approved by the ACC.
9. Outbuildings or accessory buildings, such as a garage, servants' quarters or guest house, shall be permitted on lots upon which a mobile unit has been installed or is under installation; provided the building and/or buildings are occupied by servants employed on the premises or temporarily by guests and are not occupied as rental units by non-servant or no-guest occupants, and provided the ACC shall approve the design, plans, specifications and location of such buildings.

This Instrument Prepared By:
Swafford, Looney & Looney
Crossville, Tennessee

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
11. All signs are prohibited except:
 - (a) Signs erected by the Developer for identification of streets, traffic control and directional purposes;
 - (b) Signs of a temporary nature advertising property for sale and construction signs, which signs shall not exceed 5 square feet in area;
 - (c) Signs erected by Developer in connection with its sales program.
12. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting, maintaining and utilizing Model Mobile Home Units in any Mobile Home area.
13. Except for the business of the Developer in furtherance of its sales program. No commercial activity of any kind shall be permitted on any lot.
14. No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land.
15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, or parcel of the Properties, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are not allowed to roam loose or to become a nuisance to other lot owners.
16. No Lot or Parcel of Land shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All garbage shall be kept in clean and sanitary containers, and disposition of same shall be prompt.
17. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land nor shall oil wells, tanks tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.
18. Lake Tansi Village, Inc., for itself, its successors, assigns and licenses reserves 5 foot easements parallel to all property lines, through and upon said land for the installation of utilities and drains and the perpetual maintenance thereof. Lake Tansi Village, Inc., for itself, its successors, assigns and licenses also reserves the right to install and operate electric and telephone lines, poles, and appurtenances thereto; gas and water main and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Lake Tansi Village, Inc., for itself, its successors, assigns and licenses also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The Owners of said property shall have no cause of action against Lake Tansi Village, Inc., its successors, assigns, or licenses either at law or equity, except in cases of willful negligence, by reason of any damages caused said land in installing, operation and maintaining above mentioned installation.

19. The buyer of any Lot or Parcel will be required to pay into a maintenance fund of the Developer a charge of \$5.00 per month, or \$60.00 a year for each Lot or Parcel purchased. Monthly charges may be increased if the cost of maintaining common facilities should be of such extent that additional moneys are needed but in no event shall the monthly charges exceed \$10.00 per month. Failure to the buyer, his heirs, or assigns, to pay the \$5.00 per month shall constitute a breach of this agreement and Developer shall, through due process of law have the right to place a lien upon said property for all charges in arrears.
20. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage or first deed of trust now or hereafter placed upon a lot subject to the above referred assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.
21. These covenants will run with the land and shall be binding on all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for two (2) successive periods of ten (10) years, unless an instrument filed by a majority of the then owners of the lots has been recorded, agreeing to changes in said covenants in whole or in part.
22. If the purchaser of any lot or lots or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any owner of a lot in said subdivision to enforce, through the courts, the restrictions set out herein, but nothing herein shall obligate the undersigned to institute any such action or proceedings.
23. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect the validity of any of the other covenants or provisions, which other covenants and provisions shall thereafter remain in full force and effect.

Duly executed on this 6th day of August, 1976.

Lake Tansi Village, Inc.

By: Bobby H. Bowen
 Bobby H. Bowen,
 Vice-President

STATE OF TENNESSEE
 COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Bobby H. Bowen, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Vice President of Lake Tansi Village, Inc., a corporation, and that he, Bobby H. Bowen, Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

Witness this my hand and seal of office on this 6th day of August, 1976.

William H. Bowen
 Notary Public

My commission expires: 5/7/78
 STATE OF TENNESSEE, CUMBERLAND COUNTY
 The foregoing instrument and certificate were noted in Note Book P, Page 123
 and recorded in Deed Book 122 Series 466 State Tax Paid \$ 5.00
 Witness My Hand.
 Receipt No. 3400

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At 3:50 O'clock P on Aug 6 1976
Rhoda Mae Jones
 Register