

20. Fencing. All fencing shall be compatible with the buildings on that respective lot and subject to the exclusive approval of the Architectural Review Committee. No chain link; bare wire, or barbed wire type fencing shall be erected on any lot. All fencing shall be located no closer to the front property line than the rear foundation of the residence except for fencing parallel to.

21. Other Prohibited Activities. The following shall be prohibited on any lot or street within the subdivision:

- (a) The use of any dirt bikes, or similar loud noise recreational vehicles
- (b) Discharge or use of firearms.

22. Streets. The street identified on the recorded Plat as "Elk Ridge Drive," has been constructed in accordance with the requirements of the Tennessee Department of Transportation for secondary roads at the time of construction. If the street constructed in accordance with the state specifications for secondary roads has not been accepted for maintenance by the applicable governmental authority, then the road maintenance provisions herein shall apply to all roads on the recorded plat. Until such time as a governmental authority assumes maintenance of such streets, if ever, the owner(s) of Lots shall be responsible for their pro-rata share of street maintenance. Street maintenance will be determined by two-thirds (2/3) majority vote of the Lot owners, the owners to have one (1) vote for each Lot owned.

23. Enforcement. Enforcement of these Covenants shall be by proceedings at law or equity against any person violating or attempting to violate any covenant either to restrain violation or to recover damages. The Developer or any lot owner shall have the right to bring an enforcement action.

24. Architectural Review Committee. The initial Architectural Review Committee shall be comprised of Randy Tester, Suzanne Tester. Upon the sale of all of the lots by the original Developer, the Architectural Review Committee shall be composed of three persons, all of whom are Lot owners which each person elected by a two-thirds (2/3) majority vote of all Lot owners. Each Owner shall be required to have the written approval of the Committee for the Owner's house, house placement, accessory building, fencing, or any other structure plans and builder before construction may begin. The Committee will determine, in its discretion, whether the plans meet the Community Wide Standard. The Committee may consider compliance of the plans with these restrictive covenants and local zoning and housing code. If the Committee does not disapprove the plans or builder within thirty (30) days of submission, they shall be deemed approved. Approval of plans or builder by the Committee or the failure to disapprove plans or builder shall not bar the Developer or any Lot owner from later seeking enforcement for violation of these restrictive covenants or be proof of compliance with local zoning and house codes.

25. Developer Right of Modification. The Developer listed herein has developed this subdivision pursuant to a general plan or scheme of development and do not intend to abandon this general plan. However, the Developer reserves the right to cancel, modify or change any of these Covenants as it deems, in its sole discretion, equal or better for the general plan or scheme of

development by written document executed by the Developer, and duly recorded in the Office of the Register of Deeds of Johnson County, Tennessee. In addition, once the Developer has sold all lots in the Development, these Covenants may be modified or amended upon the execution of a written document of amendment by two-thirds (2/3) of the lot owners. Any such amendment shall become effective upon the recording of the amendment in the Office of the Register of Deeds of Johnson County, Tennessee.

26. Grading and Excavation. Quality Excavations, Randy Tester, shall be the exclusive grading and excavation contractor in the subdivision. This provision may be waived by the sole discretion of Quality Excavations, Randy Tester.

27. Applicable Period. The foregoing covenants, restrictions, and conditions shall remain in full force and effect, unless sooner changed in accordance with Paragraph 22 herein, until December 31, 2030, at which time said covenants, restrictions and conditions shall be automatically extended for successive periods of five (5) years unless by a vote of two-thirds (2/3) majority of the then owners of the lots agreeing to change the said covenants in whole or in part.

28. Additional Provisions. No captions or titles in this Declaration of Restrictive Covenants shall be considered in the interpretation of any of the provisions hereof.

In case of conflict between any of the foregoing provisions or laws which may be in effect, or which may hereafter be enacted, such Zoning Ordinances or laws shall control.

**IN WITNESS WHEREOF, RANDY AND SUZANNE TESTER, has caused this instrument to be signed.**

By: \_\_\_\_\_  
Randy A. Tester

By: \_\_\_\_\_  
Suzanne R. Tester

STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, the within named bargainors, RANDY A. TESTER and SUZANNE R. TESTER, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand at office, at Mountain City, Tennessee, on this the \_\_\_\_\_ day of October, 2005.

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NOTARY PUBLIC

My Commission Expires:

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