

THIS INSTRUMENT PREPARED BY:

William Bailey
328 Warren Road
Piney Flats, TN 37686

and

Gary Phillips
235 Allison Cove Trail
Piney Flats, TN 37686

BOOK 2362C PAGE 0171

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR ALLISON HILLS SUBDIVISION LOCATED IN THE 20th CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE

THAT WHEREAS, WILLIAM BAILEY AND GARY PHILLIPS, hereinafter referred to as "Developers," hereby declares that they are the owners and/or developers of the following-described property known as Allison Hills, the use of which they propose to restrict by this instrument; and

WHEREAS, a map or plat of said subdivision is of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 52 at page 97, slide _____ and,

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the Developer and the purchaser or purchasers of any lots in this subdivision, and in order to establish a sound value for the lots in this subdivision, to record these restrictions and easements so that they will be binding and enforceable and of public record. NOTHING HEREIN CONTAINED SHALL, HOWEVER, BE CONSTRUED AS BEING APPLICABLE TO ANY OTHER PROPERTY OWNED BY WILLIAM BAILEY AND/OR GARY PHILLIPS.

NOW THEREFORE, in consideration of the premises and for purposes herein set out, Developer binds himself, his heirs and assigns, and does hereby impose on the lots in said subdivision, as covenants running with the land, the following restrictive covenants.

1. **LAND USE AND BUILDING TYPE:** The lots within Allison Hills Subdivision are for and shall be limited to the use as single-family residential purposes only. No lot shall be used except for residential purposes. No mobile homes, trailers, tents, shacks, barns, outbuildings, temporary buildings, or guesthouses shall be used or erected on any lot, either temporarily or permanently. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages which are for the use only of the occupants of the residence to which they are appurtenant, must be attached to the residence, may only be used primarily for garaging automobiles and must be constructed in design and materials in a manner identical with the residence.

2. **DWELLING SIZE AND QUALITY:** The total living space area of any single-level main residential structure, exclusive of garages, basement, carports and porches, shall not be less than 1,700 square feet. The total living space area of any main residential structure, consisting of multiple levels, exclusive of garages, basement, carports and porches, shall be not less than 2,000 square feet. The minimum areas hereby required may be increased by provisions made in the individual deeds conveying and lot, and a reduction of ten percent (10%) may be permitted upon written consent of both Developers.

Any dwelling constructed on any of said lots covered by this Declaration of Protective and Restrictive Covenants must be of high quality construction, both as to materials and workmanship; and no dwelling shall be constructed using exposed concrete blocks, and no

dwelling shall be a total concrete block, wood frame or asbestos shingle construction. Any exterior using a stucco or similar type finish must be of such permanent quality as to reasonably assure that deterioration from weather and age could not result in subsequent exposure of the underlying concrete block or other material to which the stucco finish is applied. The exterior finish of any dwelling may be no more than twenty-five (25%) wood. The exterior finish of any dwelling shall be at least seventy-five percent (75%) brick, vinyl, stone, and/or stucco type finish or some combination(s) thereof. No exterior finish material shall be used on any dwelling except those materials specifically permitted herein. Provided, however, that both Developers may grant a variance of this exterior finish requirement, but shall not be required to do so, by giving their approvals in writing prior to the commencement of construction. This approval must be in writing by both developers and signed.

3. **BUILDING LOCATION:** No building shall be located on any lot nearer to the to the front lot line or nearer to any other lot line than the minimum building setback lines as shown on the recorded plat of said subdivision heretofore referred to, or in compliance with any zoning ordinances and regulations of Sullivan County, Tennessee, and any other governmental regulations now or hereafter applicable to said lots. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, but this exception shall not be construed to permit any portion of the building on a lot to encroach upon the lot of another.

4. **DEVELOPER APPROVAL OF PLANS:** No construction shall be commenced on any lot until the plans and specifications for such dwelling have been filed with and approved by both Developers or its duly designated representative (if applicable). The plans and specifications must be included a plot plan, elevation plan, a floor plan that shows the livable square footage of the residence, and a plan or schedule of the materials to be used for the exterior finish of the residence. Upon receipt of the plans and specifications, both Developers or their duly designated representative shall furnish to the lot owner in writing their approval for the commencement of construction or their denial of approval, all within thirty days from receipt of all documents as required herein. The Developer's approval shall not be unreasonably withheld, and if the plans and specifications have not been approved by the Developer's or their designated agent within thirty days from receipt of the plans and specifications, there shall be a presumption that the Developer's or their designated representative has approved said plans and specifications.

The Developer's reserves the right to designate a person or entity to whom plans and specifications must be submitted for approval by recording in the office of the Register of Deeds for Sullivan County at Blountville, Tennessee a document designating the name and address of their representative for this purpose. Plans and specifications will be examined by both Developer's or their designated representative for quality of materials, harmony of exterior design with existing structures, and location with respect to topography and finish grade elevation, together with the square footage requirement as contained herein.

Since the reason(s) for the approval of non-approval of the plans and specifications submitted to the Developer's or his designated representative must be mostly subjective, no lot owner shall have a cause of action or any claim against the Developer's or his designated representative for the disapproval of any plans and specifications unless the lot owner can prove malice in fact on the part of the Developer's or their designated representative. The actions of the Developer's or their designated representative shall not be subject to any claim of arbitrary or capricious actions, and the decision of both Developer's or their designated representative shall be final unless any lot owner who is denied approval can prove malice in fact as the basis for the denial.

5. **EASEMENTS:** Easements for installation and maintenance of public utilities and drainage easements shall be and remain as shown on the recorded map heretofore referred to. Reservations for any additional easements not shown on said map are specifically set out in the deed conveying any lot or lots to be affected thereby. Easements for natural drainage are reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.

6. **LIMITATION ON RE-SUBDIVIDING:** After any lot or lots have been sold by the Developers, the same shall not be re-subdivided without Developer's prior written consent except to form larger lots. The Developer may re-subdivide any lot or group of lots as shown on the map(s) heretofore referred to, subject only to the approval of any such re-subdividing by the Sullivan County Planning Commission, and any re-subdividing may result in smaller or larger lots, or in additional lots being added by said Planning Commission approved map(s). All lots, however, created by any re-subdividing by the Developer will be subject to this Declaration of Protective and Restrictive Covenants, including the Developer's continuing right to re-subdivide any lot or group of lots while still owned by the Developer or subsequently reacquired by the Developer's after having been initially sold to a third party.

7. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as, but not limited to, trailers, modular or mobile homes (single or double-wide), storage buildings, basements, tents, shacks, garages, barns or other outbuildings, shall be placed or constructed on any lot at any time as a residence, either temporarily or permanently, or as an accessory building used in conjunction with the dwelling constructed on any lot.

Special consideration for a detached accessory building may be given for an individual lot whose overall area measurement exceeds five acres, whose proposed accessory structure is placed completely behind the principal structure for which it is associated and located not closer than 300 feet from the front property line. These accessory structures shall meet the minimum design criteria identified above as "2. DWELLING SIZE AND QUALITY" (second paragraph) and shall be limited to one, single-level such structure per land parcel. The overall footprint measurement shall be less than one-half (1/2) the footprint measurement of the principal structure and shall be square or rectangular in shape. Further, the proposed accessory structure shall meet or exceed the minimum building setbacks imposed upon the principal building (as it relates to side and rear setbacks from applicable property lines). No construction shall be commenced on any lot until the plans and specifications for such dwelling have been filed with and approved by both Developers and its duly designated representative.

8. **ANIMALS AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Exception to this restriction shall be limited to the raising of horses on individual lots (containing a principal dwelling) whose overall land area measurement exceeds five acres in size. This exception shall include the limitation of maintaining, raising or otherwise containing a maximum number of one horse per 2.5 acres of land (as that land is contained within the individual land parcel). All restrictions governing fences, nuisances and accessory structures shall apply and in no case shall a horse be allowed to graze, stand or otherwise be located in an area forward of the rear foundation of the principal house.

9. NUISANCES: No noxious or offensive 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. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not).

10. LIMITATION OF FENCING: Boundary walls and concealment walls shall be constructed of material identical to or complimentary to the materials on the exterior of the residence. No boundary wall(s) shall be constructed with a height of more than six feet. No fencing will be allowed unless written consent of both Developers is obtained prior to the commencement of construction. No chain link, barbed wire, or metal fencing or any type shall be allowed, except properties that adjoin operational farmland.

11. SEWAGE DISPOSAL SYSTEM: No outside toilet shall be permitted on any lot, and all sub-surface sewage disposal systems must conform to the standards as established by the Sullivan County Department of Environment and Conservation, or any other governmental agency having jurisdiction to approve sewage disposal systems for this subdivision, and any such system must be approved in writing by the Sullivan County Department of Environment and Conservation, or any other governmental agency having jurisdiction, prior to the commencement of construction of any residence to be constructed upon any lot.

12. COMPLETION OF CONSTRUCTION AND CONCRETE DRIVEWAYS: The dwelling constructed upon any lot must be totally complete, including landscaping, within one (1) year from the date of the commencement of construction. All driveways and walkways serving the residence constructed on any lot shall be concrete, either with concrete or brick/stone material. Provided, however, the completion of the driveway/walkway must be within a period of no more than six (6) months from the completion of the construction of the residence on any lot or the occupancy of said residence, whichever shall occur first.

13. GARBAGE AND REFUSE DISPOSAL: No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers suitably sunken in the ground or otherwise adequately hidden from the eye. All incinerators or other equipment for the storage of disposal of such material shall be kept in a clean and sanitary condition.

14. SIGNS: No signs of any kind shall be displayed to the public view of any lot except one professional sign of not more than one square foot. However, one sign of not more than five square feet advertising the property for rent or sale, or signs customarily used by a builder/developer to advertise the property during the construction and sales period, may be displayed for a reasonable length of time.

15. OUTSIDE COMMUNICATION ANTENNAS PROHIBITED: No lot shall have placed thereon any equipment of the reception of television signals, radio signals, or other communication signals, including, without limitation, what are commonly called "satellite dishes", ham operator or citizens band radio operator antennas, etc. Provided, however, equipment kept totally inside any dwelling constructed on any lot shall be permissible, and "satellites dishes" that do not exceed thirty-six inches (36") in diameter that are located totally behind the rear line of the principal dwelling located upon any lot and that are not visible from the street from any angle shall be permissible.

16. ABOVE-GROUND SWIMMING POOLS: Above-ground swimming pools shall not be located or installed on any lot at any time. However, in-ground swimming pool will be

allowed but will be restricted to the back of the house, and written consent of both Developers are obtained prior to the commencement of construction.

17. **VEHICLES, PARKING AND STORAGE OF EQUIPMENT:** No immobilized motor vehicle that is inoperable and no motor vehicle without a valid current license plate registration shall be allowed to remain upon any lot or upon any street or road as shown on the map heretofore referred to. No tractor trailers shall be stored or parked on the said lot. No recreational vehicles, campers, boats, or trailers shall be stored on any lot unless the same shall be kept in the rear yard of each lot and screened by a fence or planting screen from the view of all adjoining lot owners. The number of recreational vehicles, campers, boats, or trailers stored on any lot shall not exceed two (2) at any time. Further, no equipment, such as, but not limited to, construction equipment and farm equipment, shall be stored on any lot unless the same shall be located totally within the garage located on any lot so that the same is not exposed or stored in any open area.

18. **PERMANENT MAILBOXES:** Before any residential structure is occupied, a permanent mailbox, constructed of brick construction, using the same or compatible basic style as the residential structure located upon the lot, must be constructed at the entrance of the driveway connecting the house with the street.

19. **UTILITIES:** All utilities serving the residence constructed on any lot, including, without limitation, electricity, natural gas, telephone, television cable, etc. shall be placed underground from the main service line to the residence.

20. **MOWING REQUIRED:** All lots, whether improved or unimproved, must be mowed on a regular basis. The mowing and maintenance of all lots shall be to a level commonly and customarily maintained for a lot where a single-family residence exists, even shall apply only to that part of any lot that is seeded or cultivated for grass. Any part of a lot that remains in its natural state shall be kept and maintained so as not be in violation of paragraph nine (9) herein.

21. **TERM:** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time such covenants shall automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Providing, however, nothing in this Paragraph shall be construed to modify, change, or reduce the effect of the provisions of Paragraph Twenty-two (22) herein.

22. **RIGHT TO MODIFY AND/OR RELEASE:** Any restrictive covenants as herein contained, except as to the provisions of Paragraph One (1) hereof, may be modified and/or released as to any lot by a recorded Amendment to this Declaration of Protection and Restrictive Covenants signed by both Developer's, so long the Developer's remains the owner of any lot or lots to be affected by the Amendment. In the event that a lot has been conveyed by the Developer's, the then owner of such lot shall have the right to modify and/or release any restrictive covenants as herein contained, except as the provisions of Paragraph One (1) hereof, by a recorded Amendment to this Declaration of Protective and Restrictive Covenants which shall be signed by (a) both Developer's, if he still owns any lot(s) shown on the map above referred to, (b) the owner(s) of any lot to be affected by the Amendment, and (c) the owner(s) of all "Contiguous Lot(s) to the lot to be affected. If any of the lots contiguous to the lot(s) to be affected by the Amendment is owned by the owner(s) of the lot(s) to be affected, Contiguous Lot(s) shall mean the lot(s) contiguous to any lot(s) in the same block owned by the owner(s) of

the lot(s) to be affected by the Amendment. The Amendment shall specifically identify the lot number and the owner(s) of the lot to be affected as well as the owner(s) of all Contiguous Lots by specific reference to the lot number(s) of the Contiguous Lots. The rights as herein reserved, both by the Developer's and on behalf of any subsequent lot owner, to amend this Declaration of Protective and Restrictive Covenants shall not require the consent of any mortgagee of any lot in this subdivision, and as to the right herein reserved by the Developer's shall not require the consent of the owner of any other lot, and as to the right to amend reserved to any subsequent lot owner, no additional owner of any lot shall be required to join in any Amendment except Contiguous Lot owners and Developer's, if he owns any lot(s) shown on the map above referred to.

22. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any such proceeding may be instituted by any person or persons who at the time thereof own any lot in this subdivision.

23. MINIMUM REQUIREMENTS: The restrictions as herein contained are minimum requirements only and shall not prevent the Developer's or any subsequent owner of any lot imposing additional restrictions.

24. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration has been executed by both Developers' on this 6 day of February, 2006 2/6/06 GP

BY: William A. Bailey
William Bailey

BY: Gary Phillips
Gary Phillips

MARY LOU DUNCAN
REGISTER OF DEEDS
SULLIVAN COUNTY, TENNESSEE
09 Feb 2006 TIME 10:00 a
BOOK 2362C PAGE 0171
TAX C CF 2.00
FEE 30.00 TOTAL 32.00
RECEIPT NO. 2006-015713

STATE OF TENNESSEE :

COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid state and county, the within-named bargainer's, William Bailey and Gary Phillips, with whom I am personally acquainted and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal of office the 8th day of February, 2004.

Angel Wiley
Notary Public

