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This Instrument Prepared in the Offices of Costner & Greene,
Attorneys, 315 High Street, Maryville, Tennessee 37801
By: Steven J. Greene BT-5398

RESTRICTIONS

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THAT, WHEREAS, the undersigned, Richard T. Evey and wife, Wilma L. Evey and Larry Johnston are the owners of real property situated in District No. Fourteen (14) of Blount County, Tennessee, the said Richard T. Evey and wife, Wilma L. Evey having acquired said property by warranty deed of record in Warranty Deed Book 485, Page 874 in the Register's Office for Blount County, Tennessee, and Richard T. Evey and Larry Johnston having acquired said property by warranty deed of record in Warranty Deed Book 529, Page 652 in the Register's Office for Blount County, Tennessee and;

WHEREAS, the undersigned are subdividing said property and its is deemed advantageous that said subdivision be restricted in the manner hereinafter set forth;

NOW THEREFORE, it is agreed that from and after the date of this instrument the property of the undersigned being approximately 40 acres which lies on the northern side and western side of Country Lane, formerly Headrick Road and not the remaining property of the undersigned in the above described warranty deeds are hereby restricted as follows:

1. Any tract conveyed from the property which is the subject of these restrictions from and after this date shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any tract or building plat on said land other than one single-family residence. No trade or commercial activity shall be carried on upon any tract.

2. Without prior approval of the undersigned, the height of the main residence on each building shall be not more than two full stories above the normal surface of the ground.

3. Satellite dishes shall be permitted on any tract but shall first meet with the undersigned's approval as to placement. Satellite dishes shall be concealed from sight as much as practical.

*For details see Misc 180 pg 815 & 818
For details see Misc 182 pg 317
For details see Misc 186 pg 460 #8
For details see Misc 186 pg 656*

4. No temporary building of any kind, including tent, trailer or treehouse shall be built or placed on any tract at any time. It shall be permitted, however, to build a single barn on each tract subject to the requirements of paragraph 17 below.

5. Fencing shall be permitted but must first meet the approval of the undersigned as to size, location and materials to be used.

6. All boats, mortorcycles, and motorbikes or camping type trailers must be kept unseen within a permitted structure.

7. No tract shall be used as a dumping ground for rubbish, trash, garbage, other waste matter. Garbage or other waste shall be kept in sanitary containers. All equipments for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No incinerator or any outdoor burning shall be permitted without prior approval of the undersigned. The type of sanitary containers and location of same must meet the prior approval of the undersigned.

8. From the date of these restrictions forward, no out-conveyance from the property which is the subject of these restrictions shall be divided or subdivided into smaller tracts. Nothing contained herein shall limit the size of tracts that the undersigned may later convey to any third party and that the 15.31 acre tract to be conveyed to Mark A. Gilbert and wife, Cheri B. Gilbert can be further subdivided into two tracts.

9. No one will be allowed to strip topsoil away from any tract, or to remove trees or otherwise waste away the natural beauty of the property. This, of course, does not disallow the necessary construction or any other activities calculated to increase the beauty of the lands or increase its value.

10. No obnoxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

11. No livestock may be kept on the premises other than a maximum of two horses and two cows or a maximum of four horses. In the event the lake is used for watering livestock, a small

area of the lake shall be fenced for said purpose. This fenced area shall extend no further than 36 inches into the lake and shall be no wider than 4 feet and no livestock shall be allowed in the lake. No pigs shall be kept on any tract at any time. No dogs or cats may be kept, bred or maintained for any commercial purposes. No poultry or birds of any kind may be kept, bred, or maintained for any commercial purposes. Poultry, fowl, birds or small animals, other than dogs or cats, may be kept only if confined. The undersigneds approval, however, shall be required for keeping poultry, fowl, birds or small animals, other than dogs or cats. The undersigned may impose stricter standards relative to confinement and maintenance.

12. Every residence shall have a septic tank which shall be installed in such manner as to comply with all laws and health regulations.

13. Nothing shall be done on any tract whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.

14. The exterior of all homes must be completed within one (1) year after the construction of the same shall have commenced, except where such completion is impossible, would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.

15. No residence shall be less than 1,400 heated square feet. If more than one story, no residence shall have less than 950 heated square feet on the ground level.

16. There shall be a 50 foot minimum building setback line along any adjoining tract lines. Said 50 foot setback may be waived by permission of the undersigned alone. In the event two houses are constructed on the above described 15.31 acre tract one of said houses must be located east of the easternmost line of the 10.78 acre tract to be conveyed to Rip Noel and wife, Deborah L. Trolinger Noel to said line extended to a point in the common line of Cook and Patton. The 50 foot building setback line

between the property conveyed to Noel and Gilbert along lines 21 and 22 as shown by survey of Charles Dockery, dated July 9, 1991, RLS, Tennessee No. 806, 7336 Brewer Rd., Mayville, TN 37801 is hereby waived. There is further imposed on the 10.78 acre tract to be conveyed to Rip Noel and wife, Deborah L. Trolinger Noel a 100 foot building setback line from the property line between said property and the 9.23 acre tract to be sold to Marvin Card and wife, Kathleen Card. The driveway to be constructed on said property to be conveyed to Rip Noel and wife, Deborah L. Trolinger Noel shall be no closer than 40 feet to said property being conveyed to Marvin Card and wife, Kathleen Card along calls Number 8 and 9 of the said 10.78 acre tract.

17. The materials to be used for the exterior of all dwellings shall be of wood and stone to give a rustic appearance. The roof of any such dwelling may, however, be of shingles or other materials in keeping with a rustic appearance. The materials to be used for any barn or outbuilding shall first be approved by the undersigned herein such that any outbuildings will be in keeping with a rustic appearance.

18. There shall be no security lights on any property other than flood lights, each residence being limited to four (4) flood lights. No one flood light may exceed 250 watts. Under no circumstances shall a security light on a power pole be permitted.

19. All owners are to keep their premises in a neat, clean, and orderly manner. No junk vehicles of any type shall be kept on any tract. The provision relating to junk vehicles is to be strictly construed.

20. There shall be no shortwave radio towers or any other radio or television antenna towers that exceed 15 feet in height from the roof line of the main residence without prior approval of the undersigned herein.

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them, forever, except that these restrictions only apply to approximately 40 acres owned by the undersigned as herein above described.

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If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the undersigned or any other person or persons under any real estate situated on said tract which is the subject of these restrictions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants, and either to prevent such parties from so doing or to recover the damages or other dues from such violation.

Invalidation of any one of these covenants by a judgement or Court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Upon the death or incapacity of the said Richard T. Evey, the said Wilma L. Evey shall have all the rights vested by virtue of this instrument. Upon the death or incapacity of both parties, the undersigns rights shall be vested in their heirs, guardians or conservators wherever applicable.

5 Aug 91 3:06p
received for record the... day of... 19... of... of... 1991

Howard L. Pounday

REGISTRAR OF DEEDS

Richard T. Evey
RICHARD T. EVEY

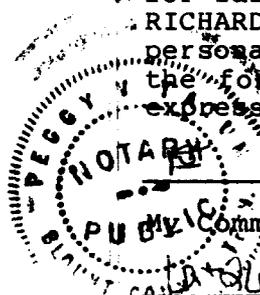
Wilma L. Evey
WILMA L. EVEY

Larry Johnston
LARRY JOHNSTON

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Personally appeared before me, a Notary Public in and for said State and County aforesaid, the within named bargainors, RICHARD T. EVEY and wife, WILMA L. EVEY, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained and expressed.

WITNESS my hand and official seal, at office, this the _____ day of August, 1991.



My Commission Expires:

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Peggy U. Watson (Davis)
NOTARY PUBLIC

Personally appeared before me, a Notary Public in and for said State and County aforesaid, the within named bargainor, LARRY JOHNSTON, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and expressed.

WITNESS my hand and official seal, at office, this the _____ day of August, 1991.

My Commission Expires:

9-13-92

Larry Johnston
NOTARY PUBLIC

