

Protective and Restrictive Covenants
For
English Meadows Subdivision

Located in the 1st Civil District of Jefferson County, Tennessee
August 24th 1999

WHEREAS, the undersigned James Cassell is the recorded owner of the subdivision know as English Meadows which has been subdivided and recorded, James Cassell does hereby propose to restrict said subdivision by this instrument, and ,

WHEREAS, said subdivision is known as English Meadows Subdivision, Located in the 1st Civil District of Jefferson County, Tennessee, and a map or plat of said subdivision is of record in the Register's Office for Jefferson County, Tennessee, in Plat Cabinet F, slide 219; and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owner and the purchaser or purchasers of a lot or lots in this subdivision, and in order to establish a sound value for these lots, to record these restrictions so that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purpose herein set out, the undersigned James Cassell does hereby bind himself, his heirs, executors, administrators, successors, and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

- 1. TERMS:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten years from the date these covenants are recorded, after which time said covenants shall be extended for successive periods of ten 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. This change can occur anytime after the first ten years.
- 2. ENFORCEMENT:** Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
- 3. SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 4. LAND USE AND BUILDING TYPE:** All lots shall be used for single family residential purposes only. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one half stories in height and if a private garage is attached or detached it shall not have room for more than three cars. Additional outside storage buildings shall be allowed so long as they are placed behind the

dwelling and their appearance conforms to the overall neatness of the entire subdivision. All dwellings shall have a driveway when the home is completed which shall be of asphalt or concrete when finished. The completion of the home and the driveway shall be within sixty days of each other.

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than thirty feet. No home or building shall be located nearer than ten feet to any side or back lot line. These setback lines are to improve the overall neatness and quality of the subdivision. For the purpose of this covenant, eaves, steps, porches shall not be considered as a part of the building, provided however this shall not be construed to permit any portion of a building to encroach upon another lot. Exact building location shall be governed by the local health authorities to allow an approved septic system to be installed.

6. DWELLING QUALITY AND SIZE: The ground floor of the main structure shall not be less than 1000 square feet of heated and cooled living space. This shall be exclusive of any basements. Mobile homes, doublewides, and modular homes shall be permitted. All dwellings shall have shingle roofs and no metal roofs of any kind shall be permitted on the dwelling or any out building. All homes must be underpinned with vinyl or better. If concrete blocks are used as underpinning they shall be covered with a stucco covering or brick or better. No exposed block will be permitted. Exterior of all homes and mobile homes shall be of vinyl or a vinyl / brick combination. No camper or temporary structure or dwelling may be placed on any lot at any time. All mobile homes when placed on the lot must be new either dealer or factory direct. No used or pre titled mobile home shall be placed on any lot. All homes shall have a front and rear deck or porch not smaller than a eight foot by ten foot area.

7. EASEMENTS: Easements for the installation and maintenance of public utilities are reserved along five feet of each side of the interior and back lot lines and ten feet across the front lot line. This easement is for public utilities and drainage only.

8. NUISANCE: No noxious or offensive activity shall be carried upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Any vehicle not in operating condition shall be stored inside a garage or removed from the premises. No outside clothes lines or toilets shall be erected. Fences may be built so long as they are not over five feet in height.

9. SIGNS: No sign of any kind shall be displayed to public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent or signs used by the builder to advertise the property during construction or setup.

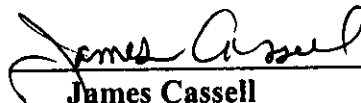
10. OIL OR MINING OPERATIONS: No oil drilling or mining operations of any kind shall be permitted on any lot. No private wells for water shall be permitted on any lot and all dwellings must attach to the public water system which at this time is Dandridge City Water.

11. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes.

12. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and shall be removed weekly to avoid a nuisance or health problem.

13. **SEWAGE DISPOSAL:** All sewage disposal systems shall be located and constructed in accordance with the State of Tennessee and local health authorities. All persons should seek a permit prior to construction and placement of any dwelling .

14. **RESUBDIVISION AND ROADS:** No resubdivision of any lot or no extension of any road or right of way shall be granted without the express written consent of the developer James Cassell.


James Cassell


STATE OF Tennessee

COUNTY OF Jefferson

State of Tennessee, County of JEFFERSON
Received for record the 03 day of
SEPTEMBER 1999 at 3:50 PM. (REC# 14762)
Recorded in official records
Book 52 pages 477- 479
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds SARAH WEBB
Deputy Register DC

Before me, the undersigned authority, personally appeared the within named person, James Cassell with whom I am personally aquatinted and who acknowledged that he have executed the forgoing instrument for the purpose therein contained.

Witness my hand and official seal at office in said State and County , this the 3rd day of September 1999

Notary Public 

Affix Notary Seal

My commission expires: 8-21-02

Prepared by: Mark Jackson
Jackson Real Estate & Auction
862 S Highway 92
Dandridge TN 37725