

Prepared by;
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DECLARATION OF RESTRICTIVE COVENANTS
FOR
LOTS 1 & 2 of the RESUBDIVISION of the
DON E. PHILLIPS PROPERTY

WHEREAS, the undersigned are the owners of certain lands located in the **8th** Civil District of Jefferson County, Tennessee, known as **LOTS 1 & 2 of the RESUBDIVISION of the DON E. PHILLIPS PROPERTY** and being more particularly described on a plat of record **M429** and of record in Instrument Book **49**, Page **282**, Jefferson County, Tennessee Register of Deeds Office.

WHEREAS, it is part of the development plan of said land that the same shall be restricted according to use and development.

NOW THEREFORE, in consideration of the premises, and for the protection of the present and future owners of Lots 1 and 2 of the Resubdivision of the Don E. Phillips Property, the following special covenants and restrictive covenants and conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof.

1. BUILDING TYPE AND CONSTRUCTION. No structures shall be erected, altered, placed, or permitted to remain on any lot other than a detached single family dwelling. All driveways shall be concrete or asphalt. The outside/exterior finish of all buildings shall be of log, wood siding, vinyl siding, brick, stone, synthetic stucco, or any masonry type product. . The block foundation of the home that is exposed and is visible shall be of brick, stone, simulated stone stucco or better. This includes exposed basements. No exposed concrete block shall be permitted. No dwelling on any lot shall consist of more than 20% vinyl siding. Roofs shall be approved asphalt shingles or better with 6/12 pitch or better. There must be a minimum two car garage.

No mobile home, trailer, house trailer or manufactured home as defined by Tenn. Code Ann. § 55-1-105 shall be permitted upon the property.

Modular building units shall be permitted. For the purposes of this paragraph, a "Modular building unit" shall mean: a structural unit, or preassembled component unit, including the necessary electrical, plumbing, heating, ventilating and other service systems, manufactured off-site and transported to the point of use for installation or erection, with or without other specified components, as a finished building.

No apartment buildings or multiple residences will be allowed.

2. DWELLING MINIMUM SIZE. No dwelling shall be permitted on any lot exclusive of open porches, breezeways, lofts and garages of less than fifteen hundred (1500) square feet. For multi level homes the main floor minimum is to be fifteen hundred (1500) square feet excluding basement, garage, porches, breezeways, lofts, etc.

3. BUILDING LOCATION. All houses must be stick built on site and completed within one year after construction has begun. Minimum building setback requirements are 30 feet on road rights-of-way; 15 feet on all sides and 10 feet on the rear. The street right-of-way, and not the actual roadbed, will be used for measuring the building setbacks unless county setbacks supersede.

4. **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 to the neighborhood. Specifically, there shall be no junkyards, landfills, hazardous waste sites, chicken houses or commercial hog farms. The allowing of junk or other debris to accumulate in the yard or upon the premises and the allowing of dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall all be considered nuisances and is expressly prohibited. No junk cars are permitted on said lots. All vacant lots must be mowed a minimum of twice annually. Grass is to be kept less than one foot tall.

5. **TEMPORARY STRUCTURES.** One outbuilding per lot is permitted provided the exterior material is the same as the material on the house and contains a minimum of 100 square feet and cannot be larger than 60% of the square footage of the main floor of the home. A mobile home or house trailer, pre-fabricated or modular shall not be permitted on said lots. No trailer parks or mobile home parks shall be allowed. No commercial businesses shall be run from said lots.

6. **FENCES.** Fences shall be permitted so long as they are constructed of vinyl, aluminum, wood or chain link and placed in the rear yard of the residence and does not exceed a height of five (5) feet.

7. **LIVESTOCK AND POULTRY.** No poultry or swine shall be permitted on said lots. Livestock such as horses, cattle, etc. shall not be allowed. Dogs, cats or other household pets are ok; provided they are not kept, bred or maintained for commercial purposes.

8. **SEPTIC TANKS.** All dwellings must be connected with septic system and no outside toilets shall ever be permitted upon any lot.

9. **DRAINAGE AND UTILITY EASEMENTS.** An easement is reserved over the outer ten (10) feet of all interior lot lines for drainage and utility installation and maintenance, and further, a ten (10) foot easement for the same purpose is reserved over all lot lines that abut the exterior of the subdivision lines, and an easement over the front ten (10) feet of each lot is reserved for utility installation and maintenance. Under this item, the use of two or more lots for one family unit shall be considered "one lot." The recorded subdivision map has additional drainage easements.

10. **SATELLITE DISHES.** Satellite dishes and television and/or radio antennae shall be allowed. However, the same shall be mounted on the house and no larger than 18 inches so as not to create a nuisance or unsightly attraction in the development.

11. **TERM.** These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time these restrictive covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then owners of the lots herein restricted has been recorded, changing said covenants in whole or in part. Said covenants may be amended or changed at any time by a unanimous vote of all lot owners.

12. ENFORCEMENT. In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder of any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

13. SEVERABILITY. Invalidation of any one or more of these covenants by judgment of a court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

16. AMENDING/WAIVING OF RESTRICTIONS. Developers have the right to amend or waive these restrictions provided it is not detrimental to this subdivision.

These restrictions pertain only to the three described lots and hold no bearing on any additional or adjoining properties of the seller.

IN TESTIMONY WHEREOF, that I have hereunto set my signature the ____ day of _____, 2012.

Don E. Phillips

Josephine G. Phillips

**STATE OF TENNESSEE
COUNTY OF JEFFERSON**

Personally appeared before me, _____, a Notary Public in and for State and County aforesaid, **Don E. Phillips and Josephine G. Phillips** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal this ____ day of _____, 2012.

My Commission Expires:

Notary Public