

THIS INSTRUMENT PREPARED BY:
RAINWATER, DRINNON & CHURCHWELL
DANDRIDGE, TN 37725

DECLARATION OF RESTRICTIONS WALKER FARM

WHEREAS, the undersigned, Rick A. Walker and Marcia Cole-Walker, are the Owners of that certain parcel of land described as the Walker Farm of record in Plat Cabinet A, Slide 66, Register's Office for Jefferson County, Tennessee; and

WHEREAS, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter.

WHEREAS, the Owners do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. **TERM.** These covenants are to take effect immediately upon recording and shall be binding upon all persons and entities claiming title under and through them until December 31, 2030, at which time the covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the lots agree in writing, such writing being placed of record in the Register's Office for Jefferson County, Tennessee, to alter, amend or terminate the covenants in whole or in part.
2. **LAND USE.** All lots shall be used exclusively for single family residential and agricultural purposes only, and no duplexes or multiple family homes are allowed. No

mobile home, manufactured homes, doublewides, modular homes, trailers, shacks or tents shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No lot or any building erected thereon shall at any time be used for the purpose of any trade, business, profession, commercial enterprise or enterprises of any kind, other than an in-house office or business which is otherwise invisible and does not generate any commercial traffic or activity of any kind that would be noticeable or disruptive in a residential setting.

3. RE-SUBDIVISION OF LOTS. Re-subdivision of any Lot shall fully comply with zoning, Planning Commission and Health Department rules and regulations, and shall meet or exceed restrictions and building requirements for Walker Farm.

4. BUILDING TYPE. (a) No more than one (1) dwelling shall be erected on each lot; provided however, that in the event a swimming pool is built on a lot in conformance with the restrictions herein, one pool house of a design and construction similar to that of the main residence shall be permitted if it consists of the same construction quality as hereinafter set forth as said main residence. All structures shall be constructed so as to meet or exceed local zoning and building codes.

(b) All structures shall be constructed on solid non-combustible foundations, except porches and decks may be on isolated piers. Outside finish shall consist of brick, stone, stucco, logs, quality vinyl or better. No exposed common concrete block or cinder block allowed. All building materials shall equal or exceed FHA standards.

(c) All roofs shall have a 25-year rating or better. Roof structures shall have a minimum of 6/12 pitch with three dimensional architectural shingles or corrugated metal roof of not less than 18 gage with factory paint finish.

(d) One out-building of a design and construction similar to that of the main dwelling shall be allowed.

(e) One barn is allowed only on those lots where large animals are allowed in conformance with the restrictions contained herein.

5. DWELLING OR BUILDING SIZE. no residence shall be erected, altered or permitted to remain on any lot unless the dwelling has a minimum of two thousand (2,000) square feet of indoor heated living space for one-level construction exclusive of basements, open porches, garages or storage rooms; provided, however, in the event of multi-level construction, the ground floor shall contain a minimum of fifteen hundred (1500) square feet and the upper floor shall contain a minimum of eight hundred (800) square feet. A minimum of a two (2) car attached or detached, enclosed garage is required.

6. **SETBACK.** No structures shall be located nearer than thirty (30) feet from the front road property line, fifteen (15) feet from any side lot line or fifteen (15) feet from any rear lot line; provided, however, any out buildings or barns must be located at least seventy-five (75) feet from the front road property line. It is the intent of the Owners that the actual property line and not the paved road surface boundary be used as the point of reference for determining setbacks.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently; provided, however, that this shall not apply for the shelters used by the contractor during the construction of the main building, it being clearly understood that these latter temporary shelters may not be used at any time as residence or be permitted to remain on the lot after the completion of construction. *All trailer, mobile homes, manufactured homes, and modular homes are expressly prohibited.*

8. **NUISANCES.** No obnoxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. **ANIMALS.** Horses, ponies, and cattle are allowed on lots or combined lots larger than two (2) acres in size. The number of animals allowed on each two (2) acre or larger tract may not exceed one (1) per acre of open pastureland. No swine or fowl allowed to be kept or maintained on the lots. No pet shall be permitted to run at large as to become a nuisance to residents.

10. **WASTE OR UNSIGHTLINESS.** (a) No lot shall be used or maintained as a junkyard or dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except during pickup if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the road.

(b) All open areas must be seeded or sodded with grass. All open areas of vacant lots that can be safely mowed shall be mowed a minimum of two (2) times during the growing season. All improved lots shall be mowed at regular intervals to maintain a neat appearance.

11. **FENCE.** All fences and fence rows must be maintained and kept trimmed.

12. **CONSTRUCTION.** All construction shall be continuous and shall be completed within one (1) year of initiation. No person may occupy an unfinished structure, nor shall any house or building be left unfinished for any extended length of time. Builders shall maintain lot and construction sites in a clean manner during construction. Mud or debris on the street caused by new constructions shall be cleaned with reasonable promptness.

13. **EASEMENTS.** Easements of ten (10) feet in width are reserved along all interior lot lines.
14. **SIGNS.** No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale and shall be limited to a maximum size of 24 inches by 24 inches.
15. **SATELLITE DISHES.** Exterior satellite dishes shall be allowed provided such dishes do not exceed 18 inches in diameter and are attached to the main dwelling.
16. **SWIMMING POOLS.** No above ground swimming pools are permitted, whether metal, redwood or otherwise. All pools must be located in the rear of the residence only. All pools and pool areas shall be secured in such a manner as to protect and promote the safety of any and all small children.
17. **ROADS.** During the construction phase, at no time shall any contractor or his operator expose the surface of the road to track machines or any other type of equipment which causes surface damage. Any and all road damage will be the responsibility of the landowner for which the contractor is working.
18. **AMENDMENTS TO COVENANTS.** The Developer reserves and shall have the right (a) to amend these covenants, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (b) to amend these covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein.
19. **ENFORCEMENT.** Enforcement of these covenants shall be by 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. It is expressly understood and agreed that all costs including reasonable attorney's fees incurred by any moving party in any legal proceedings which result in a successful enforcement of any covenant or restriction contained in this document shall be borne in full by the defendant in such proceeding.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, it shall be lawful for the Owner or any person or persons owning any lot in the Walker Farm (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereinafter provided by law. The failure of the Owner, their successors or assigns, to enforce any covenant or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners

found in violation of these covenants shall be obliged to pay attorney's fees to the successful plaintiff within all actions seeking to prevent, correct or enjoin such violations or in damages suits thereon. All covenants herein contained shall be deemed several and independent, the invalidity of one or more of any part of one shall in no way impair the validity of the remaining covenants or a part thereof and shall run with the land and shall be binding in all parties and persons claiming under them.

IN WITNESS WHEREOF, the Owners have set their hands and seals this ____ day of _____, 2010.

RICK A. WALKER

MARCIA COLE-WALKER

STATE OF TENNESSEE
COUNTY OF JEFFERSON

Personally appeared before me, _____, a Notary Public in and for State and County, the within named bargainor(s), RICK A. WALKER and wife, MARCIA COLE-WALKER, 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 official seal at office, this the ____ day of July, 2010.

Notary Public

My Commission Expires: _____