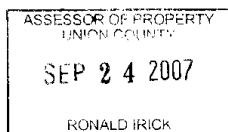


07003531

STATE OF TENNESSEE, UNION COUNTY

MARY BETH KITTS
REGISTER OF DEEDS

This Instrument Prepared by
K. David Myers, Attorney
 105 Monroe Street
 Maynardville, Tennessee 37807



3 PGS : AL - RESTRICTIONS	
AR BATCH: 16043	
09/24/2007 - 01:15:28 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

**PROTECTIVE AND RESTRICTIVE
 COVENANTS AND EASEMENTS
 PROPERTY FRONTING HWY 33 AND RACCOON VALLEY ROAD
 UNION COUNTY, TENNESSEE**

WHEREAS, the undersigned, Gary Rutherford, Trustee, with full power to sell or encumber without joinder of beneficiary and without the necessity of the purchaser looking to the application of the proceeds (herein referred to as "Owner"), is the owner of eight (8) tracts of real property designated as the property shown on the plat recorded in Plat Cabinet D, Slide 130, Map A, in the Register's Office for Union County, Tennessee, and to which plat specific reference is hereby made, with each tract being a portion of the lands described in the deed recorded in Deed Book "K", Series -6-, page 797, in the Register's Office for Union County, Tennessee, and to which deed specific reference is hereby made, and which tracts Owner proposes to protect and restrict by this instrument; and

WHEREAS, it is the desire and intention and purpose for the benefit and protection of the present owner and the purchaser(s) of said eight (8) tracts and in order to establish a sound value for said tracts to impose and record these covenants and 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 GARY RUTHERFORD, Trustee, with full power to sell or encumber without joinder of beneficiary and without the necessity of the purchaser looking to the application of the proceeds binds himself, his heirs, executors, administrators, successors and assigns to impose the following covenants and restrictions that run with the said tracts as above referenced.

1. These covenants and restrictions are to run with the lands and tracts herein described for a period of twenty-five (25) years from date and shall be binding on all parties and all persons claiming under them, their heirs, executors, successors and assigns.

2. Enforcement shall be by proceedings at law or in equity by the undersigned or any then tract owner(s) against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation and/or to recover damages. The unsuccessful party to any legal action regarding these covenants shall pay all court costs and attorney fees of the successful party.

3. Invalidation of any one of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. All homes must be built on site, and no home that requires wheels and frame can be transported to and placed on any lot. No mobile homes or modular homes will be allowed in the development. Also, no used homes can be moved to any lot or tract within this subdivision.

5. All one-level homes must contain a minimum of 1,200 square feet of finished living area excluding garages or carports. All two-level home must contain at least 800 square feet finished area on the ground level and 600 square feet finished area on the 2nd level excluding garages or carports.

6. All roofs will have a minimum of a six-twelve pitch.

7. The exterior of any house must be completed within twelve (12) months after construction begins.

8. Outbuildings, barns, or sheds must conform to the exterior construction of the home which it serves.

9. All septic tanks must conform to the State Health Code and be approved by local and state health officers.

10. A ten (10) foot utility easement is reserved inside all lot lines for the use and benefit of all tracts in this development.

11. A twenty (20) foot utility and drainage easement is reserved on each side of the drainage ditch that crosses the back side of Tracts 1 and 2 and adjoins Tracts 3,4,5,6,7, and 8.

12. All Tract owners have the right to keep the herein mentioned drainage ditch open and unobstructed by spraying, dredging, cutting, mowing, removing of vegetation or any other means to prevent blockage, so as the natural water flow will be unobstructed.

13. All lots and tracts are restricted solely to residential and agricultural purposes. No swine or game chickens will be allowed.

14. Dogs, cats or other small and domesticated household pets may be kept on the property provided that they are not kept, bred or maintained for any commercial purposes. Pet houses and pens must be directly behind the residence. All pets must be confined to a run or chain and must be directly behind the residence.

15. No tract shall be used or maintained as a dumping ground for inoperable vehicles, junk, garbage, rubbish or waste materials of any type, nor shall such rubbish be permitted to accumulate upon any part of any lot so as to render the same unsanitary, unsightly, or offensive.

16. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. A persistent barking dog will be considered noxious and offensive.

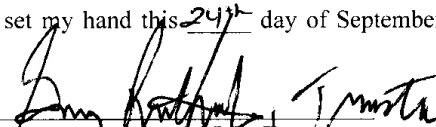
17. No commercial activity will be permitted on any tract or in the streets of this development including merchandising and manufacturing.

18. No signs of any kind shall be displayed for public view on any lot except one (1) professional sign of not more than three (3) square feet in size stating "Home for Sale".

19. The owners of Tracts 4,5,6,7, and 8 shall have an open, joint, permanent, non-exclusive easement for ingress and egress with the private easement to be maintained equally by owners of said tracts. In the event all owners of Tracts 4, 5, 6, 7, and 8 agree to pave the roadway, then they may do so at their sole cost and expense. Further, the owners of Tracts 4,5,6,7, and 8 shall share in the maintenance of said roadway with the maximum amount of equal maintenance to not exceed the sum of \$150.00 payable annually by each owner of Tracts 4, 5,6,7, and 8 to a designated owner of one of said tracts. Non-payment of the annual fee will constitute a lien being placed on the non-complying tract owner at 1% monthly interest and any owner(s) who fails to pay his annual fee and to abide by the agreement creating said easement shall pay all attorney fees incurred by any other owner(s) in enforcing said terms and collecting said fee. The owners of said tracts shall not look to any contribution by the State of Tennessee, Union County, or the Declarant after title is passed. Any individual owner or owners of Tracts 4,5,6,7, and 8 have the individual or collective right to upgrade this private joint, permanent, non-exclusive easement to Union County standards and dedicate the same to Union County as a county road.

20. These restrictive covenants shall expire at the end of 25 years.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of September, 2007.


GARY RUTHERFORD, Trustee
with full power to sell or encumber
without joinder of beneficiary and
without the necessity of the purchaser
looking to the application of the proceeds

STATE OF TENNESSEE
COUNTY OF UNION

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, GARY RUTHERFORD, Trustee, with full power to sell or encumber without joinder of beneficiary and without the necessity of the purchaser looking to the application of the proceeds, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Union County, this 24th day of September, 2007.

My Commission Expires:

12-14-10

