

This Instrument was prepared by

DONIS E BAILEY
Jim Bowlin Realty
Rogersville TN

PROTECTIVE AND RESTRICTIVE COVENANTS

THE VIEW
ATOP CLINCH MOUNTAIN
SUBDIVISION

TO

HAWKINS COUNTY, TENNESSEE

WHEREAS, Ronald L. Kerr, declares that he is the owner and subdivider of the following described subdivision known as The View Atop Clinch Mountain, which has been subdivided and recorded and which they propose to restrict by this instrument, and

WHEREAS, maps of said The View Atop Clinch Mountain, prepared by Randall Orr, appear of record in the Register's Office for Hawkins County at Rogersville, Tennessee, in Cabinet 3, Envelope 764A and

WHEREAS, it is now desired and the intention and purpose, for the benefit and protection of the present owners 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 purposes herein set out, the undersigned, Ronald L. Kerr, binds itself, its successors and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinafter referred to, and described as follows:

1. **TERM:** 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically 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.
2. **LAND USE AND BUILDING TYPE:** (a)The property herein described shall be used for single family residential dwellings for residential use. (b)All buildings and structures erected upon said property shall be of new construction, and no building or structures shall be moved from other locations onto said property. All homes must be "site built" homes. (c)No residence shall be erected, placed or permitted to remain on a lot other than one detached single family dwelling not to exceed two (2) stories in height, exclusive of basement. (d)The ground floor area of any one-story dwelling house located on any lot shall not be less than 1200 square feet, excluding open porches, garages, carports, and basement. The ground floor living space area of any two-story residential structure, exclusive of porches, garages, carports, and basement, shall not be less than 1000 square feet and any two-story residential structure shall have a total living space of no less than 1200 square feet. In determining the living space of a split-level residential structure, the total living space of the two main top levels shall be at least 1200 square feet. In determining the living space of a split foyer residential structure, the living space of the top level shall be no less than 1200 square feet. (e)No mobile homes, modular homes, or manufactured homes shall be permitted. (f)Lot #4 shall be permitted to construct moved log cabin and be of less than 1200 square feet that is required of the other lots. (g)No duplex residence, garage/basement apartment or apartment house shall be erected on any lot or at any time be converted into a duplex residence, garage/basement apartment. (h)No part of the improvements to any lot may be rented.
3. **DWELLING SIZE AND QUALITY:** Any dwelling erected on any lot or lots covered by this Declaration of Protective and Restrictive Covenants, must be of high quality construction, both as to materials and workmanship, with no construction of exposed concrete blocks, and no dwelling shall be total concrete block, or asbestos shingle construction. No wood or masonite panels shall be used for exterior siding. Vinyl siding shall be 0.042 mil.

thickness or greater. No drawn on brick shall be permitted. Acceptable exteriors include log, log siding, wood boarding (ie: cedar, spruce, redwood, pine), stone, brick, stucco, or fire retardant material. The exposed surfaces of all dwellings constructed must be finished and all dwellings must have the minimum number of square feet as heretofore set out finished within said dwelling and no dwelling shall be occupied or inhabited while the same remains in an unfinished or partially finished state.

The dwelling constructed upon any lot must be totally complete, including landscaping within one year from the date of the commencement of construction, subject, however, to the provision relative to completion of driveways and walkways as provided in Paragraph 8. Preliminary site preparation consisting of clearing, utilities, septic, wells, fencing, foundation and preparations will not be considered as "actual start of construction" as pertains to the one year completion requirements.

Upon completion of construction, lot owners shall cause their contractors to immediately remove all equipment, tools and construction material and debris from the lot or dwelling on which construction has been completed.

4. **BUILDING LOCATION:** All houses or dwellings in said subdivision shall be set back from the line of the street or streets joining the lot or lots as shown by the setback line on the official recorded map of said subdivision and no building shall be located nearer than fifteen feet from the sideline of any lot or lots. The setback distances in this paragraph are intended to be basic minimum distances only. In the event that two or more lots are combined into one lot then the fifteen foot sideline requirement is waived for any interior lot line and shall apply only to the exterior sideline of the combined lots.
5. **CURBS:** Curbs shall be cut only for driveway entrances and there shall be no more than two driveway entrances per lot. Any damage to curbing due to construction or other use by owner shall be repaired at the expense of the owner.
6. **EASEMENTS:** Easements for installation and maintenance of public utilities and drainage easements shall be and remain as shown on the official recorded map of said subdivision, both along the rear of the lot lines and along the divisional line between lots and otherwise as located on said official recorded map. Reservations for any additional easements not shown on said map must be specifically set out in the deeds conveying said lot to be affected thereby.
7. **TEMPORARY STRUCTURES:** No structure of a temporary character, such as, but not limited to trailers, mobile homes, modular or manufactured homes, storage buildings, basements, tents, shacks, garages, barns, or other outbuildings, shall be placed or constructed on any lot at any time as a residence either temporarily or permanently. One temporary storage unit no larger than 10'x12' shall be allowed prior to construction for purposes of storage only. Providing that at the time of completion it matches to exterior of the home or it must be removed by time of completion.
8. **DETACHED STRUCTURES:** No storage shed, building, or detached garage shall be constructed on any lot unless the same shall be constructed with the same material and be of the same design as the residential structure and shall be located behind the rear line of the principal dwelling located upon said lot. Any above ground propane gas tanks shall be enclosed with the same material and be of the same design as the residential structure.
9. **DETENTION PONDS:** The owner of any lot on which a detention pond is located shall be responsible for the maintenance and upkeep of said detention pond. Said pond shall not be used for disposal of any dirt, trees, or other waste material. No drainage shall be blocked or altered.
10. **MAINTENANCE:** Each lot owner shall be responsible for maintaining his lot(s) and/or dwelling in a neat, clean, and sanitary condition, and such maintenance shall include all exterior surfaces of all dwellings and buildings, all lawns (cut to a maximum height of six inches, trees, shrubs, hedges, grass and other landscaping. All unimproved

lots shall be kept neat by bushhog or other manner of removing growth on a regular basis.

11. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
12. **SIGNS:** No sign of any kind shall be displayed to the public view of any lot except one professional sign of not more than two square feet. However, one sign of not more than five square feet advertising the property for sale, or signs customarily used by a builder to advertise the property during the constructions and sales period may be displayed for a reasonable length of time.
13. **MOTOR VEHICLES, TRAILERS, BOATS, ETC.:** (a) No inoperable vehicle, or commercial or industrial tractors, such as, but not limited to, cars, moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses or nonworking vehicles shall be regularly or habitually parked on any lot or street. No storage of boating equipment, travel trailers, camping equipment or recreational vehicles shall be visible from the street. (b) No owners or other occupants of any portion of the subdivision shall repair or restore any vehicle of any kind upon or within any lot or dwelling or on the street, except within enclosed garages or workshops, or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. (c) No on street parking shall be permitted except for temporary vehicles.

RV's shall be permitted for a period of no longer than 21 days at a time for purposes of visitation.
14. **SWIMMING POOLS:** Swimming pools, hot tubs/spas are allowed only in rear yards and shall be screened from view from the front street or road.
15. **BOUNDARIES:** Buyer can, in the future, at his/her own expense, change survey boundaries within the perimeter of the owned property at his own discretion, through a properly recorded survey. Individual lot may not be subdivided.
16. **LANDSCAPING:** No hedge, tree or shrubbery planting shall be placed or permitted to remain on any lot or dwelling where such hedge, shrubbery, or tree interferes with traffic sight lines, including sight lines at the intersection of a driveway and a road or street in the subdivision.
17. **UNDERGROUND UTILITIES:** All utilities serving the residence constructed on any lot, including, without limitation, electricity, natural gas, telephone, television cable, etc., shall be placed underground from the main service line to the residence.
18. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
19. **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 or nuisance to the neighborhood.
20. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. Any person or entity who brings suit to enforce these restrictive covenants shall be entitled to recover attorney fees and cost from the lot owner if successful in the court action.
21. **SEVERABILITY:** Invalidity 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.

22. **WASTE AND UNSIGHTLINESS:** At no time shall any lot be stripped of its trees or allowed to go to waste or waste away be being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other building materials shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot refuse, stumps, concrete blocks, dirt or building material or other undesirable materials. No trees of a diameter of five (5) or more inches may be cut without prior approval of the subdivider without the owner incurring a fine of \$100.00 per tree payable immediately to the subdivider.

WITNESS the signature of Ronald L. Kerr this ____ day of February, 2002.

Ronald L. Kerr

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, the undersigned authority, a Notary Public in and for the state and county aforesaid, Ronald L. Kerr, the within named bargainors, with who I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this ____ day of February, 2002.

NOTARY PUBLIC

My Commissions Expires:

any of the other provisions which shall remain in full force and effect.

22. **WASTE AND UNSIGHTLINESS:** At no time shall any lot be stripped of its trees or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other building materials shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot refuse, stumps, concrete blocks, dirt or building material or other undesirable materials. No trees of a diameter of five (5) or more inches may be cut without prior approval of the subdivider without the owner incurring a fine of \$100.00 per tree payable immediately to the subdivider.

WITNESS the signature of Ronald L. Kerr this 28th day of February, 2002.

Ronald L. Kerr
Ronald L. Kerr

STATE OF TENNESSEE
COUNTY OF HAWKINS

Personally appeared before me, the undersigned authority, a Notary Public in and for the state and county aforesaid, Ronald L. Kerr, the within named bargainors, with who I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

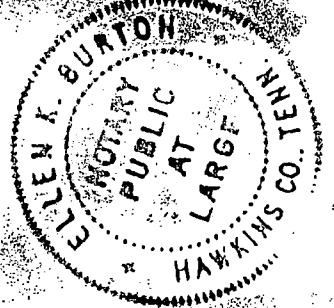
WITNESS my hand and official seal, this 28th day of February, 2002.

Ellen K. Burton
NOTARY PUBLIC

My Commissions Expires:

July 5th, 2004

STATE OF TENNESSEE • HAWKINS COUNTY
RECEIVED FOR RECORD THE 28 DAY OF Feb, 20 02
AT 10:45 O'CLOCK PM NOTED IN BOOK 72 PAGE 421
AND RECORDED IN Deed BOOK 437 PAGE
RECORDING FEE \$ 25.00 STATE TAX \$
CLERKS FEE \$ COMP. FEE 2.00 TOTAL 27.00
GALE B. CARPENTER REG.
RECEIPT # 16760 BY es DEPUTY



Ch-Ronald Kerr