

VOL:2644/13-18

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RC 6 PG BA: 91633	
10/17/2006 08:00 AM	
VALUE	0.00
MTG TAX	0.00
TRN TAX	0.00
REC FEE	30.00
DP FEE	2.00
REG FEE	0.00
TOTAL	32.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

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THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTORNEYS, 315 HIGH STREET, MARYVILLE, TENNESSEE 37804 BY: STEVEN J. GREENE C&G-7883 jj/dp

RESTRICTIONS FOR PARTITION SURVEY FOR LEE HOLT
(ALSO KNOWN AS L&T SUBDIVISION)

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, the undersigned, TROY LEE HOLT, II, hereinafter known and designated as "Developer" owns property in the 10th Civil District of Sevier County, Tennessee, having acquired said property by deed of record in Warranty Book 2431, Page 527 in the Register's Office for Sevier County, Tennessee, and being known and designated as Tract 1A as shown by plat of record in Large Map Book 7, Page 149 in said Register's Office; and

WHEREAS, the Developer is desirous of enhancing the value and desirability of said Tract in said subdivision as a residential site by imposing certain restrictive or protective covenants and certain easements on said Tract.

NOW, THEREFORE, for and in consideration of the premises, the Developer has fixed and does hereby impose the following uniform set of restrictions regulating the use and ownership of Tract 1A in the said L&T Subdivision, to-wit:

1. **FUTURE DEVELOPMENT:** It is the intention of the Developer to develop and subdivide part of his remaining property designated as Tract 2 (Large Map Book 7, Page 78 in the Register's Office for Sevier County, Tennessee) into additional Tracts/Lots. Upon completion of said additional development and approval of the Sevier County Planning Commission, Developer shall cause to be recorded an adoption of restrictions or similar document which shall incorporate all of said future lots into these restrictions, including the Homeowners Association. Said additional development shall include private roads, a detention pond and other common elements, which shall also be maintained by the Homeowners Association established herein and shall be assessed by the Homeowner's Association to the owners using said private roads on a prorata basis.

2. **EXEMPT PROPERTY:** It is hereby agreed and understood that the undersigned owns approximately 52.57 remaining acres being designated as Tract 1-R on Large Map Book 7, Page 149, and that none of the above restrictions apply to said acreage.

3. **RESIDENTIAL USAGE:** All lots shall be used for single family residential purposes only. Only one (1) single family residence may be erected on each lot. No lot may be used for business purposes of any kind or any commercial, manufacturing, or apartment house or group home.

4. **SQUARE FOOTAGE REQUIREMENT:** No building shall be erected, altered, placed, or permitted to exist on any lot other than one (1) detached single family dwelling, containing not less than 1,800 square feet for a single story dwelling, or not less than 1,400 square feet on the ground floor of a multiple story dwelling of livable enclosed floor area, exclusive of open or screen porches, terraces, garages, basements, and carports.

5. **DETACHED OR TEMPORARY STRUCTURES:** Storage buildings and/or outbuildings must be constructed to match the home in both style and materials. No above-ground pools of any kind shall be permitted on the premises.

6. **EXTERIOR BUILDING MATERIALS:** The exterior veneer of all residences shall be brick, stone, stucco, or vinyl siding. If siding or stucco is used as the primary exterior veneer material, then at least forty percent (40%) of the exterior must be mason, either brick or stone, and used to cover at least the foundation of the residence. No building shall be erected, placed, or altered on any lots whose finished construction contains exposed concrete block. Satellite dishes and roof antennas are prohibited, except that satellite dishes smaller than 18 inches in diameter may be used. Such dishes shall be installed on the rear roof lines of the residence only. All roofs shall have a minimum slope of 8/12. Mobile homes or manufactured homes of any type are prohibited.

7. **RE-SUBDIVIDED LOTS:** No lots shall be re-subdivided into smaller lots.

8. **LANDSCAPING AND DRIVEWAYS:** All driveways shall be concrete (smooth, stamped, or exposed aggregate). All driveways shall be completed within sixty (60) days of completion of the structure. All lots must be planted or sodded and maintained to establish lawn growth within sixty (60) days after completion of the dwelling.

9. **SETBACKS:** All improvements on each lot shall comply with the minimum setback requirements as shown on the recorded plat.

10. **WALLS AND FENCES:** All fences shall be subject to architectural review approval. Any site retaining walls which may be required on a sloping lot must be veneered with stone or brick to match the construction of the house. All fences on any lot shall be constructed so as to be aesthetically compatible with the construction and style of the dwelling.

11. **OFFENSIVE ACTIVITY:** 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.

12. **ANIMALS:** Horses and cattle may be kept on any lot, provided that there shall be no overgrazing on said lot. The usual domestic pets may be kept provided that the same are not allowed to run at large and do not otherwise constitute a nuisance to the neighborhood, except that if said domestic animals would become dangerous or an annoyance or nuisance in the neighborhood or nearby property, or destructive, they may not thereafter kept on the building tract.

13. **VISUAL CLUTTER:** All clotheslines and play equipment shall be placed at the rear of dwelling. No lots shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, or other waste shall be kept in sanitary containers at the rear of all dwellings. The containers shall be kept out of sight from the street, except for on the day of pick up. If the containers are required to be curb-side, they may be placed curb side as long as

they are removed on the day of pick up. All lawnmowers, stepladders, firewood, and other yard and garden equipment shall be stored at the rear of the dwelling out of public view. Any and all mechanical equipment and air conditioners shall be screened by plantings to conceal the same from view from the street and neighboring lots.

14. **EXTERIOR LIGHTING:** All flood lights or exterior lighting shall be affixed directly to the dwelling.

15. **VEHICLES:** No inoperative or junk cars, trucks, trailers, boats, campers, or other types of vehicles shall be allowed to remain on any lot.

16. **CONSTRUCTION:** All construction shall be continuous and must be completed within one (1) year of initiation. No person may occupy an unfinished structure, including finished yard and landscaping, nor shall any house or building be left unfinished for any extended length of time. Streets are to be kept clean by builder on a regular basis. The finished grading for all lots shall be completed in conformity with the recorded plat for the properties and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designed to direct the flow of all surface waters in the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority have jurisdiction over the properties. Builders will be responsible for providing silt control devices on each lot during construction activities.

17. **MOWING AND LOT MAINTENANCE:** The owner of each lot, whether such lot be improved or unimproved, shall keep such lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish and shall keep such lot in a neat and attractive condition at all times. In the event that the owner of any lot fails to comply with the preceding sentence, the Developer shall have the right, but no obligation, to go upon such lot and cut and remove tall grass, undergrowth, weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom and to do any other thing and perform any labor necessary or desirable in the Developer's judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such lot, which expense shall be payable by the owner to the Developer on demand.

18. **PRIVATE ROADS AND DETENTION AREAS:** The Homeowners Association shall be responsible for maintenance and upkeep of private roads, which maintenance costs of same shall be assessed only to the owners using said roads on a prorata basis. The Homeowners Association shall also maintain the detention areas as shown on the recorded plat or future plats. Said maintenance and upkeep shall consist of mowing said areas on a regular basis as needed. The respective lot owner or owners shall not disturb the contour of the drainage area.

19. **TERM:** These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under said restrictions for a term of twenty-five (25) years from the date said restrictions are recorded. After said 25-year period, said restrictions shall automatically be renewed and extended for periods of ten (10) years, unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change the covenants in whole or in part. This section shall not apply to the maintenance and repair of the designated detention basins, which obligation for maintenance and repair shall be in perpetuity.

20. **EASEMENTS**: Easements of five (5) feet in width are reserved along all interior lot lines and ten (10) feet on all exterior lot lines for the installation and maintenance of utilities and for drainage.

21. **ROAD DAMAGE**: Any and all road damage will be the responsibility of the landowner for which the contractor is working.

22. **PROPERTY OWNERS ASSOCIATION**: By accepting a deed conveying a lot or lots of L&T Subdivision (or future development), the lot owner is acknowledging joint responsibility for the maintenance and repair of the common elements. An Owners Association is established simultaneous to the development of this subdivision. This Association is a not-for-profit organization with a President and Secretary/Treasurer. The Association shall have at least one (1) meeting of the membership per year. The Association's responsibilities shall include the maintenance and repair of the designated common elements. The detention basins shall be maintained in operable condition as designated. The Association may periodically set maintenance fees to be assessed to each member of the Association. Further, the Association is empowered to collect these fees and to pursue any legal rights for non-payment of the fees including the filing of a lien against any lot. The by-laws of the Property Owners Association shall be as follows:

BY-LAWS
OF
L&T SUBDIVISION
HOMEOWNERS ASSOCIATION

Section 1. "Association" shall mean and refer to L&T Subdivision Homeowners Association, a non-profit organization.

Section 2. The common elements shall consist of the private roads, which maintenance costs of same shall be assessed to the owners using said roads on a prorata basis, and detention basins as shown on the recorded plat (or future plats) and any subdivision signs.

Section 3. Every person or entity who is the owner of a fee or undivided fee interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. In the event that a lot is owned by one or more persons, the co-owners shall designate the representative to the Property Owners Association.

Section 4. All members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of a lot and shall become a lien upon the lot against which such assessments are made.

Section 5. The owner of any lot, by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual, quarterly, or monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereafter provided. The annual, quarterly, or monthly assessments and special assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. The lien imposed by this section shall be inferior to any mortgage properly recorded

at the time when the lien is created. Each such assessment, together with such interest thereon and cost of collection thereof as hereinabove provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 6. The Association shall have one (1) class of voting membership. Each member shall have one vote in the Association.

Section 7. The officers of the Association shall be a president, a secretary and a treasurer.

All officers shall be members of the Association. The officers shall be chosen by a majority vote of the members. All officers shall hold office at the pleasure of the Association.

The President shall preside at all meetings of the Association.

The Secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose.

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Association.

23. **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 cost, 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 proceedings.

24. **SEVERABILITY**: Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

25. **ARCHITECTURAL REVIEW APPROVAL**: Any proposed construction of any dwelling or other structure, or fences or other improvement as herein described in these restrictions, shall be prohibited unless the blueprints and site plans of said proposed dwelling or other structure shall be submitted to an Architectural Review Committee for review and approval. This committee, hereinafter defined, shall be directed by the overall purposes, specifications and restrictions imposed herein, applicable State and Local agencies and take into consideration the topography of each lot and the adaptability of the proposed structure for said lot. Approval shall be given or denied, in writing, within thirty (30) days of the date said plans and specifications are submitted. All plans and specifications are to be submitted in writing, via registered or certified mail or in person and said plans shall be deemed submitted upon receipt by the Architectural Review Committee. Failure of the Committee to respond, in writing, to those who submit such plans and specifications, shall be deemed as an approval of said proposed structure. Structures subject to Architectural Review shall include but not be limited to any dwelling house, outbuilding, garage, utility house, outdoor waterfalls, ornamental decorations or any other structure or building to be placed or constructed upon the lots of said subdivision.

26. **ARCHITECTURAL REVIEW COMMITTEE:** The Architectural Review Committee shall be composed of three (3) persons who shall be appointed by the Developer. The Developer shall serve as the initial members of said committee until such time as the Developer appoints other individuals to comprise said committee. Approval for variance from the terms of the covenants stated herein will not be unreasonably withheld, however, the Architectural Review Committee shall have full power and authority to deny permission for construction of any dwelling that in its opinion does not meet the requirements and/or accomplish the purposes which were intended by these restrictions, including, but not limited to aesthetic appeal and uniformity of constructions in the surrounding lots in the subdivision.

27. **AMENDMENTS TO COVENANTS:** The undersigned Developer reserves the right to amend or modify these restrictive covenants according to the discretion of the Developer, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained (ii) to amend these covenants for the purposes of curing any ambiguity in or any inconsistency between the provisions contained herein, and (iii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants herein contained. However, the duty of the Homeowners Association to maintain the detention basins and private roads as defined herein, shall not be modified or amended without approval of necessary planning authorities.

IN WITNESS WHEREOF the said Developer has set his hand and seal this the 12th day of October, 2006.

Troy Lee Holt II
TROY LEE HOLT II

STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **TROY LEE HOLT II**, 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, this 12th day of October, 2006.

Paula A. Rauhoff
Notary Public
My Commission Expires: 8/15/10

