

DECLARATION OF RESTRICTIONS

McCLEARY POINTE

WHEREAS, the undersigned, BARRY LEE SHULAR AND JOSEPH B. FANNON, being the Owner of that certain parcel of land described as McCLEARY POINTE and of record in Large Map Book ____, Page ____ of the Register's Office for Sevier County, Tennessee, do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. **BUILDING TYPE.** (a) All structures shall be constructed on solid, non-combustible foundations, except porches and decks may be on isolated piers. Outside finish shall be of wood siding, stucco, stone, brick, logs or better with no exposed common concrete block or cinder block. All building materials shall equal or exceed FHA standards. Roofing must have a 6/12 pitch or steeper.
 - (b) One out building 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.
 - (c) All driveways shall be paved with concrete, asphalt or brick.
 - (d) No underground or sod covered houses are allowed.
2. **DWELLING OR BUILDING SIZE.** No residence shall be erected, altered, or permitted to remain on any lot unless the dwelling has a minimum of sixteen hundred (1,600) square feet of indoor heated living space, exclusive of basements, open porches, garages, carports or storage rooms; provided, however, in the event of multi-level construction, the ground floor must contain a minimum of one thousand two hundred fifty (1,250) square feet.
3. **CONSTRUCTION REQUIREMENT.** Plans and specifications for all dwellings must meet those described in the "Federal Housing Administration's Minimum Construction Requirements for One and Two Family Dwellings." All lots shall be restricted to detached, single-family residential use only. A minimum of one-car attached enclosed garage must be constructed in connection with each residence. Furthermore, as to the garage, it shall have doors that close. No finished buildings, including but not limited to outbuildings, shall have exposed concrete blocks showing. All outbuildings must be finished in the same type of construction and architectural scheme as the main dwelling.
4. **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 residences or be permitted to remain on the lot after the completion of construction. No mobile homes, double-wides, manufactured homes, modular homes shall be allowed on property and construction must be on-site frame construction.
5. **BUILDING LOCATION.** Minimum building setback requirements are thirty (30) feet on the front, fifteen (15) feet on the sides, and fifteen (15) feet on the back. All outbuildings allowed shall be located not nearer than seventy-five (75) feet from the front street property line. It is the intent of the Developers that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks.
6. **NUISANCES.** No noxious 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.
7. **ANIMALS.** Poultry and livestock are specifically prohibited from being raised, bred or kept on any lot, except that dogs, cats or domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
8. **WASTE OR UNSIGHTLINESS.** (a) No lot shall be used or maintained as a 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 sign from the street. There shall be no burning of trash or any other waste materials.
 - (b) All lots must be seeded or sodded with grass. All vacant lots shall be mowed a minimum of three (3) times during the growing season.
9. **FUEL TANKS.** No fuel tanks or similar storage receptacle may be exposed to view and may be installed only within the building, buried under the ground, or hidden by a privacy fence.
10. **FENCE.** All fences and fence rows must be maintained and kept trimmed.
11. **INOPERATIVE VEHICLES/PARKED VEHICLES.** (a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage.

(b) Boats, campers and motor homes are to be stored out of view from the front street.

(c) There shall be no on street parking allowed.

12. **CONSTRUCTION.** All construction shall be continuous and must 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 not to exceed three (3) months.

13. **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; provided, however, in cases where one person owns two and/or more adjacent lots, said easements will not be reserved along interior lot lines. A seven (7) foot easement is required around all KUB (Knoxville Utilities Board) electric boxes for a maintenance work area.

14. **SIGNS.** No business or commercial signs are allowed on any lot other than signs advertising premises for sale which shall not contain a surface area greater than five (5) square feet.

15. **ROADS.** All roads to be deeded to Sevier County and will be maintained by Sevier County Highway Department. During the phase of construction, 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.

16. **LAND USE.** All lots shall be used for residential purposes only and exclusively, and no duplexes, multiple family or group homes are allowed. 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 for profit.

17. **RESUBDIVISION OF TRACTS.** There will be no resubdivision of tracts permitted. No lot shall be used as a right-of-way to another subdivision or other property; provided, however, that this restriction shall not apply to other lands of the Developer and the Developer further reserves the right to waive this restriction. There will be no resubdivision of tracts permitted.

18. **SEPTIC TANKS.** All dwellings not connected with public sewer lines shall be equipped with septic tanks constructed in accordance with the requirements of the State Board of Health of Tennessee, and no outside toilets shall ever be permitted upon any lot in this subdivision.

19. **SATELLITE DISHES, POOLS, MISCELLANEOUS.** Satellite dishes and television and/or radio antennas shall be allowed. However, the same shall be located to the rear of the residence and situated so as not to create a nuisance or unsightly attraction in the development. No holding tanks of any sort will be permitted that are visible from street or adjoining properties. Above ground swimming pools are not permitted. No outside clotheslines shall be erected or placed on any lot.

20. **FUTURE OWNERS ASSOCIATION.** No Association is being here created. The owners of a majority of lots can form an association at any time. Membership shall be voluntary.

21. **AMENDMENTS TO COVENANTS.** For a period of one year, the Developers reserve and shall have the right (i) to amend these covenants, 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.

22. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or personal 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 proceeding.

IN WITNESS WHEREOF, we have set our hands this the ____ day of MAY, 1996.

BARRY LEE SHULAR

JOSEPH B. FANNON

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, **BARRY LEE SHULAR AND JOSEPH B. FANNON**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this ____ day of _____, 19____.

NOTARY PUBLIC