

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS
FOR EASLEY ESTATES #2, LOCATED IN THE 13TH CIVIL
DISTRICT OF SULLIVAN COUNTY, TENNESSEE

WHEREAS, the undersigned, Riggs Brothers Construction Co., a partnership composed of Paul C. Riggs, Jack T. Riggs and Hubert L. Riggs, hereby declares that it is the owner and subdivider of the following described property known as Easley Estates #2, the use of which it proposes to restrict by this instrument; and

WHEREAS, a map or plat of the said Easley Estates #2, prepared by Key Surveys, is of record in the Register's Office for Sullivan County at Blountville, Tennessee, in Plat Book 12, at page 32, 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 the lot or lots in this subdivision, and in order to establish a sound value for the lots, to record these restrictions and easements so that they will be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the undersigned, Riggs Brothers Construction Co., binds itself, its successors, heirs, executors and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to 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

This instrument prepared by
WILSON, WORLEY, GAMBLE & DODSON, Attorneys
230 Commerce Street
Kingsport, Tennessee

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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: No lots shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and a private garage for not more than two cars. This shall not, however, prohibit the construction of one residence on a portion of two or more lots constituting a single homesite.

3. DWELLING SIZE AND QUALITY: The ground floor area of any one-story dwelling house located on any lot shall contain not less than 1200 square feet of living space area, exclusive of open porches, garages and basements. Any dwelling house of more than one story or other multi-level dwelling house on any lot shall contain not less than 800 square feet of living space area on the ground floor. Any split level or multi-level house shall have not less than 1200 square feet of living space area in the kitchen, living room and bedroom levels, exclusive of any finished areas in the basement and garage.

No building shall be erected or maintained on said premises with exterior of exposed concrete or cinder blocks, stucco, asbestos shingles, or imitation brick or stone, except that decorative trim and details may be of decorator pattern concrete blocks. Garages may be attached, semi-attached to the dwelling house, or detached, but in any event must be finished, and if attached or semi-attached to the dwelling house the garage must be of a material or materials similar or comparable to the materials of which the dwelling house is constructed.

No dwelling house or other structure which has been previously constructed or erected on other property outside this subdivision shall be moved into this subdivision and placed or constructed therein; but this restriction shall not be construed to prohibit the erection within the subdivision of any prefabricated buildings otherwise complying with the requirements herein contained.

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.

4. BUILDING LOCATION. No building in said subdivision shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat, or deed for such lot, and no detached garage shall be located nearer to the front lot line than 50 feet from the main building setback line. No building shall be located nearer than ten feet from the sideline of any lot or lots except that no side yard setback shall be required for a garage or other accessory building located fifty feet or more from the minimum front setback line. For the purpose of this covenant, caves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot. The setback distances in this paragraph are intended to be basic minimum distances only.

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5. 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 lines between lots and otherwise as located on said official recorded map. Reservations for any additional easements not shown on said map may be set out in the deeds conveying lots to be affected thereby.

6. TEMPORARY STRUCTURES: No structure of a temporary character such as, but not limited to, trailers or mobile homes, basements, tents, shacks, garages, barns, or other outbuildings, shall be used on any lot at any time as a residence either temporarily or permanently.

7. 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.

8. 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.

9. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

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10. **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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary conditions.

11. **SEWAGE DISPOSAL:** The sewage disposal shall be by septic tank designed, located and constructed in accordance with the requirements and standards of the Sullivan County Health Department, or its successors in jurisdictions.

12. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. However, one sign of not more than five square feet advertising the property for rent or sale, or signs customarily used by a builder to advertise the property during the construction and sales period may be displayed for a reasonable length of time.

13. The covenants and restrictions contained in Sections 3, 4 and 5 may be altered, annulled, modified or released as to any lot or lots by written agreement by and between Riggs Brothers Construction Company, or its successors and assigns in interest as owner and subdivider, together with the then owner of such lot or lots, with the consent of the owner or owners of contiguous lots in the subdivision, but without the necessity of consent of the owner or owners or mortgagees of any other lots in said subdivision.

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14. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

15. SEVERABILITY: 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.

WITNESS the signature of Riggs Brothers Construction Co., a partnership, by all partners thereof, this 26th day of January, 1972.

RIGGS BROTHERS CONSTRUCTION CO.

BY Paul C. Riggs
PAUL C. RIGGS, Partner

BY Jack T. Riggs
JACK T. RIGGS, Partner

BY Hubert L. Riggs, Jr.
HUBERT L. RIGGS, Jr., Partner

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, Elizabeth R. Steadman,
a Notary Public in and for the State and County aforesaid, the within named
bargainers, PAUL C. RIGGS, JACK T. RIGGS and HUBERT L. RIGGS, Jr.,
partners, d/b/a Riggs Brothers Construction Co., with whom I am personally
acquainted, and who acknowledged that they executed the foregoing instrument
for the purposes therein contained.

WITNESS my hand and official seal at office in Kingsport,
Sullivan County, Tennessee, this 26th day of January,
1972.

Elizabeth R. Steadman
NOTARY PUBLIC

My Commission Expires:

November 6, 1974



Sullivan County Tenn Register of Deeds: Received for record on the 27 day
of January 1972 at 9:30 A.M. Noted in Note Book 41 page 106.

Arthur Warwick
Register