

Recorded in Book 16 Pages 74 - 76  
State Tax \$ 0.00 Register \$ 0.00  
Recording \$ 15.00 OFFEE \$ 2.00  
TOTAL RECORDING AMOUNT \$ 17.00  
This Instrument prepared by  
K. David Myers, Attorney  
Register of Deeds : MARY BETH KITTS  
Maynardville, Tennessee 37807

**PROTECTIVE AND RESTRICTIVE  
COVENANTS AND EASEMENTS  
FOR PROPERTY OF  
JOSEPH P. McDONALD AND SHARON McDONALD McCARTY**

WHEREAS, the undersigned, Joseph P. McDonald and Sharon McDonald McCarty (herein sometimes referred to as "owners"), are the owners of the following described subdivision known as the Property of Joseph P. McDonald and Sharon McDonald McCarty which is a portion of the property described as Tract Three (3) in the deed recorded in Deed Book "L", Series -S-, page 207, in the Register's Office for Union County, Tennessee, and to which deed specific reference is hereby made, and which subdivision they propose to restrict by this instrument; and

WHEREAS, a plat of said subdivision is recorded in the Register's Office for Union County, Tennessee, in Plat Cabinet C, Slide 59, Map "A", and to which plat specific reference is hereby made; and

WHEREAS, it is the desire, intention and purpose for the benefit and protection of the present owners and the purchaser(s) of a lot or lots in this subdivision and in order to establish a sound value for these lots, to record these restrictions and covenants 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, Joseph P. McDonald and Sharon McDonald McCarty, impose the following covenants and restrictions that run with the lots in said subdivision hereinabove referred to and with said covenants and restrictions being as follows:

- 1) Subject to the below Paragraph 25, 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recording, agreeing to change said covenants in whole or in part.
- 2) Enforcement proceedings may be brought by owners or any person(s) owing an interest in property in the subdivision, and such enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- 3) Invalidation of any 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) Not more than one dwelling may be placed or erected on any lot as shown on the recorded plat, and no lot shown on said plat may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of adjoining lots. A re-subdivision for the purpose of increasing the size of adjoining lots shall utilize all the re-subdivided lot so as to delete in its entirety and no reduce size lot shall remain.
- 5) Only one single family dwelling may be erected on any lot, and no apartments or multi-family dwellings may be constructed on any lot. All dwellings must be constructed on the lot and no prefabricated or modular home may be placed on any lot.
- 6) No building or structure on any lot shall be located less than 15 feet from any lot line.
- 7) No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereupon which may be or become an annoyance or nuisance to the neighborhood. All actions, inactions, or occurrences which are deemed nuisances under the Laws of Tennessee are

hereby declared to be nuisances for the purpose of this declaration of restrictions.

8) A five (5) feet drainage and utility easement is retained and imposed inside all interior lot lines, and a ten (10) feet drainage and utility easement is retained and imposed inside all exterior lot lines.

9) There is imposed a twenty-five (25) building line setback from the road right of way.

10) No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot except in an enclosed garage, and no vehicles shall be parked on the street.

11) No animals, including reptiles, livestock, pigs or poultry, of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, and maintained for any commercial or breeding purposes. All pets shall at all times be confined to the lot occupied by the owner of such pet. All shelters and areas occupied by any pet shall be kept clean, attractive and odor free.

12) It shall be the duty of each owner to keep the grass on the lot properly cut, to keep the lot free from rubbish or trash, and to keep it otherwise neat and attractive in appearance.

13) Each property owner shall have the duty to keep all structures on his lot maintained in good physical repair and appearance.

14) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and the same shall not be kept on the property except in sanitary containers which are emptied and the contents removed from the premises as least every two weeks.

15) Only one (1) residence shall be built on any lot, and all residences constructed on said lots shall contain a minimum of 1200 square feet of living space on the main level, excluding the garage and porches.

16) No trailer, mobile home or modular home shall be permitted on any lot. No garage, tool shed or basement shall be used as a residence, either temporarily or permanently.

17) After construction of any dwelling is commenced, the exterior of any house must be fully completed within six (6) months.

18) No outside toilets will be permitted, and all sanitary arrangements and plumbing must conform with the State Health Code and be approved by State Health Officers and the purchaser of a lot or lots must obtain, at their expense, all applicable, required state, local and federal approvals for the placement and installation of all sanitary sewage systems.

19) No lot shall be used for manufacturing or industrial uses, and no lot shall be used for an automobile junk yard.

20) No lot shall be used for any purpose other than residential, and no commercial activities shall be conducted on or from the premises including but not limited to beauty salons, catering services and auto and vehicle repair services. Garage and/or rummage sales or give-aways are expressly prohibited.

21) 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, one sign of not more than five square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.

22) No asphalt-type siding shall be placed on any building on the premises.

23) No temporary housing which is defined as a tent or shack shall be allowed.

24) Installation and maintenance of all utilities, including electric, telephone, cable, water, and sewers and septic tanks shall be the responsibility of any purchaser(s) purchasing property in the subdivision, and all sewer and septic systems shall have the approval of the Tennessee Department of Health as well as approval of any other applicable regulatory bodies.

25) Owners jointly and at the death of one of them then the survivor of them reserve the right to modify or amend these protective and restrictive covenants and easements at any time, in any manner and for any reason.

26) This subdivision is subject to all applicable easements, restrictions, reservations, and set-back lines imposed by the United States of America-Tennessee Valley Authority in the deed recorded in Deed Book "J", Series -3-, page 518, in the Register's Office for Union County, Tennessee, and to which deed specific reference is hereby made.

27) This subdivision is subject to all restrictions appearing on the subdivision plat of record in Plat Cabinet C, Slide 59, Map "A", in the Register's Office of Union County, and to which map and plat specific reference is hereby made, and is further subject to all governmental rules, regulations and restrictions applicable and mandatory upon the execution of this instrument.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of March, 2002.

*Joseph P. McDonald*  
JOSEPH P. McDONALD  
*Sharon McDonald McCarty*  
SHARON McDONALD McCARTY

STATE OF TENNESSEE

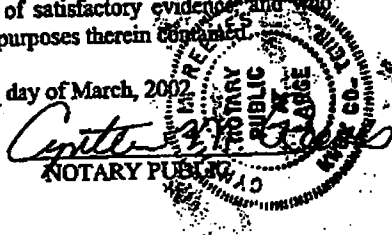
COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainer, JOSEPH P. McDONALD, 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 15 day of March, 2002.

My Commission Expires:

3/1/03



STATE OF TENNESSEE

COUNTY OF Knox

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainer, SHARON McDONALD McCARTY with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 15 day of March, 2002.

My Commission Expires:

3/1/03

