

## DECLARATION OF RESTRICTIONS THE OLD ELLIS FARM

WHEREAS, the undersigned, LINDA O. PIERCE, is the Owner of that certain parcel of land described as THE OLD ELLIS FARM of record in Large Map Book 6, Page 168 and Plat Book 36, Page 153 of the Register's Office for Sevier County, Tennessee; and,

WHEREAS, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any tract or any portion of any tract in the Subdivision, or any resubdivision thereof, (all such tracts being collectively referred to as the "Tracts" and individually referred to as a "tract") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Tracts or portions of said tracts in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Tracts and portions of said Tracts, and to all persons owning any of said Tracts or portions thereof, hereafter.

WHEREAS, the Owners do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. **TERM.** These covenants are to take effect immediately upon recording and shall be binding upon all persons and entities claiming title under and through them until December 31, 2025, at which time the covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the tracts agree in writing, such writing being placed of record in the Register's Office for Sevier County, Tennessee, to alter, amend or terminate the covenants in whole or in part.
2. **LAND USE.** All tracts, excluding Tract One (1), shall be used exclusively for single family residential purposes only, and no duplexes, multiple family or group homes are allowed. No mobile homes, doublewides, modular homes, trailers, log homes, shacks or tents shall be erected on or moved onto any Tract, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No tract, except Tract One (1), 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.
3. **RE-SUBDIVISION OF LOTS.** Resubdivision of any tract must fully comply with planning commission and health department rules and regulations, and must meet or exceed restrictions and building requirements for The Old Ellis Farm. No lot shall be used as a right-of-way to another subdivision or other property outside The Old Ellis Farm; 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.
4. **BUILDING TYPE.** (a) No more than one (1) dwelling shall be erected on each lot; provided, however, that in the event a swimming pool is built on a lot in conformance with the restrictions herein, one pool house 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. All structures must be constructed so as to meet or exceed local zoning and building codes.

(b) All structures shall be constructed on solid foundations of brick, stone or concrete block faced with brick, stone, stucco or wood siding set to match the primary portion of the residence. Porches and decks shall not be supported by 4x4 or 6x6 posts unless they have an outside finish that matches the foundation and primary residence. Outside finish shall be a minimum of eighty percent (80%) of wood siding, stucco, stone, or brick, with no exposed common concrete block, cinder block or imitation brick or stone. All building materials shall equal or exceed FHA standards. If vinyl siding is used, it shall not cover more than twenty percent (20%) of the exterior surface area and shall be of a high quality.

(c) All roofs shall have a 25-year rating or better. Roof structures shall have a minimum of 6/12 pitch.

(d) One out-building of a design and construction in architectural harmony with that of the main dwelling shall be allowed and shall have a minimum of 600 square feet.

(e) One barn, which is in architectural harmony with the main residence, is allowed only on those lots where horses are allowed in conformance with the restrictions contained herein.

(f) All driveways shall be paved with concrete, asphalt or brick.

(g) All buildings must be architecturally compatible.

(h) Mail boxes and posts must be enclosed with masonry materials matching masonry on residence.

(i) All chimneys must be constructed of brick or stone only. There shall be no wooden chimneys on any structure and no vent pipes on the front of any residence.

(j) All fuel tanks or storage receptacles of a similar nature shall be buried.

(k) All utility services, pipes, wiring, and cable shall be underground.

(l) All pools, patios, and decks shall be located in the rear of the dwelling.

**5. DWELLING OR BUILDING SIZE.** No residence shall be erected, altered, or permitted to remain on any tract unless the dwelling has a minimum of eighteen hundred (1,800) square feet of indoor heated living space, exclusive of basements, open porches, garages or storage rooms; provided, however, in the event of multi-level construction, the ground floor must contain a minimum of twelve hundred (1,200) square feet and the upper floor must contain a minimum of six hundred (600) square feet. A minimum of a two (2) car attached, enclosed garage with doors that close is required. No underground or sod houses shall be allowed.

**6. SETBACK.** No structures shall be located nearer than forty feet from Boyds Creek Highway 338 and twenty (20) feet from the front of all other roads, ten (10) feet from any side lot line or ten (10) feet from any rear lot line; provided, however, any out buildings or barns must be located at least one hundred (100) feet from the front road property line. It is the intent of the Owners that the actual property line and not the paved road surface boundary be used as the point of reference for determining setbacks.

**7. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any tract 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. *All trailers, mobile homes, and modular homes are expressly prohibited.*

**8. 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.

**9. ANIMALS.** All lots shall be utilized for residential purposes. However, all lots that contain a minimum of two (2) acres are allowed to maintain one (1) horse per two acres. No cows, sheep, goats, swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels shall be permitted on any tract. No animals shall be permitted to run at large as to become a nuisance.

**10. 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 sight from the road. Burning of trash shall be prohibited.

(b) Once a lot has been sold, the same, whether improved or not, shall be maintained in good appearance and free from rubbish.

(c) There shall be no exposed clothes lines allowed.

(d) Yard art and statues shall only be allowed in the rear of the residence.

(e) Seasonal decorations shall be allowed for a period not to exceed six (6) weeks.

(e) All open areas must be seeded or sodded with grass. All open areas of vacant tracts that can be safely mowed shall be mowed a minimum of two (2) times during the growing season. All improved tracts shall be mowed at regular intervals to maintain a neat appearance. It is required that, within nine (9) months of occupancy, sufficient shrubbery and landscaping shall be added to landscape the house and cover at least 30% of the foundation in front of the house; provided, however, no planting or landscaping shall be placed in such a manner as to obstruct or obscure visibility of traffic.

**11. FENCE.** All fencing shall be in the rear of the residence only for all tracts less than two (2) acres. There shall be no chain link or wire fencing allowed. Solid privacy fencing shall be allowed with a maximum height of six (6) feet. All fences shall be maintained and kept trimmed.

**12. INOPERATIVE VEHICLES/PARKED VEHICLES.** (a) No inoperative vehicles, whether cars, trucks, trailers, boats, campers, or other types of vehicles shall be allowed to remain either on or adjacent to any tract 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) Operative vehicles including, boats, campers, jet skis, motor homes, trailered equipment, and trailers must be stored to the rear of the dwelling and shall be kept so that it does not become a nuisance to any or the neighboring tracts.

(c) There shall be no routine on road parking allowed.

(d) There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage.

**13. 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 a length of time exceeding six (6) months. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. All mud or debris on the street caused by new construction shall be cleaned by the contractor with reasonable promptness.

**14. 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, together with such easements as are displayed upon the plat of record.

**15. OUTSIDE LIGHTS.** All outside lights shall be so placed and of an intensity so as not to be an annoyance to any neighbor.

**16. PROPANE TANKS.** Propane tanks shall be buried or located and screened so they are not visible from the front road.

**17. SIGNS.** No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale and shall be limited to a maximum size of 24 inches by 24 inches.

**18. SATELLITE DISHES.** Exterior satellite dishes shall be allowed provided such dishes do not exceed 18 inches in diameter and attached to the main residence.

**19. SWIMMING POOLS.** No above ground swimming pools are permitted. All pools must be located in the rear of the residence only. All pools and pool areas shall be secured in such a manner as to protect and promote the safety of any and all small children.

**20. ROADS.** 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.

**21. AMENDMENTS TO COVENANTS.** The Owner reserves and shall have the right (a) to amend these covenants, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (b) to amend these covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (c)

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. EXCEPTIONS.** Tract One (1) as shown on that certain parcel of land described as THE OLD ELLIS FARM of record in Plat Book 36, Page 153 of the Register's Office for Sevier County, Tennessee shall be "grandfathered" as to compliance with any and all restrictions contained herein for so long as the improvements remain on the property. However, the Owner of Tract One (1) shall have the right to enforce these restrictions upon any future tract owner.

Tract One (1) of the Old Ellis Farm may be used for limited commercial or business purposes, such as; professional offices, or a convenience market, so long as the building type and structure will blend with the residential buildings of the subdivision. No industrial or manufacturing businesses are permitted.

**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 costs, 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.

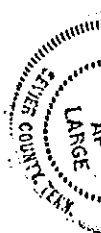
If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, it shall be lawful for the Owner or any person or persons owning any tract in THE OLD ELLIS FARM (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereinafter provided by law. The failure of the Owner, their successors or assigns, to enforce any covenant or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these covenants shall be obliged to pay attorney's fees to the successful plaintiff within all actions seeking to prevent, correct or enjoin such violations or in damages suits thereon. All covenants herein contained shall be deemed several and independent, the invalidity of one or more of any part of one shall in no way impair the validity of the remaining covenants or a part thereof and shall run with the land and shall be binding in all parties and persons claiming under them.

IN WITNESS WHEREOF, we have set our hands this the 30th day of November, 2005.

*Linda O. Pierce*  
LINDA O. PIERCE- OWNER

STATE OF TENNESSEE  
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, LINDA O. PIERCE 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, at office, this 30th day of November, 2005.  
*Linda O. Pierce*  
NOTARY PUBLIC  
My Commission Expires: 11-21-06

PREPARED BY:  
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MTG TAX 0.00
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REG FEE 35.00
DE FEE 2.00
REG FEE 0.00
TOTAL 37.00

STATE OF TENNESSEE, SEVIER COUNTY  
SHERRY ROBERTSON HUSKEY  
CO. CLERK OF DEEDS