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THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTYS., 315 HIGH  
ST., MARYVILLE, TN, 37804 BY: STEVEN J. GREENE dp/  
C&G-7883

**DECLARATION OF RESTRICTIONS FOR JEFFRIES COURT SUBDIVISION**

WHEREAS, the undersigned, JACK JEFFRIES (hereinafter referred to as "Developer"), is the Developer of a certain tract or parcel of property located in the 10th Civil District of Blount County, Tennessee, and more particularly described as Lots 1, 2, 4, 5, 6, 7, 8, 9 & 10 of Jeffries Court Subdivision as shown on map of record in the Register's Office for Blount County, Tennessee, in Map File \_\_\_\_\_; and,

WHEREAS, the undersigned, desiring to promote the development thereof as a subdivision and for the protection of it, its successors in trust or assigns and the protection of future owners of any one or more of said lots; does hereby impose upon the above described property, the following restrictive covenants which shall run with the land, to wit:

**1. BUILDING TYPE:** (a) All structures shall be constructed on solid, non-combustible foundations, except porches and decks may be on isolated piers. Said foundations and piers shall be brick veneered. Outside finish shall be of wood siding, stucco, stone, brick, or vinyl with no exposed common concrete block or cinder block. All building materials shall equal or exceed FHA standards. Outbuildings of a design and construction similar to that of the main residence shall be permitted if they consist of the same construction quality as hereinafter set forth, as said main residence. All driveways shall be paved with concrete or brick.

**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 one thousand five hundred (1,500) 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 (1,000) 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 Dwelling." A minimum of two-car, attached or detached, enclosed garage must be constructed in connection with each residence and all garages shall have doors that close. No finished buildings, including but not limited to outbuildings, shall have exposed concrete blocks showing. Any lot may be used for commercial purposes except as otherwise prohibited herein.

**4. NON-CONFORMING STRUCTURE.** The non-conforming structure which is presently situated on Lot 1 shall be permitted to remain on said lot, provided however, if said structure is demolished or destroyed by fire or other damage, in whole or in part, it shall be rebuilt to conform to these restrictions.

**5. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently; provided, however, that this shall not apply to 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 the construction.

**6. BUILDING LOCATION.** Minimum building setback requirements are thirty (30) feet on the front, five (5) feet on the sides and twenty-five (25) feet on the back, unless otherwise noted on the recorded plat. All outbuildings shall be located not nearer than seventy-five (75) feet from the front street property line. It is the intent of the Developer that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks. For the purpose of this covenant eaves, steps, and open porches shall not be considered as part of a building provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

**7. 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.

**8. ANIMALS.** Poultry and livestock are specifically prohibited from being raised, bred or kept on lots. Dogs, cats, or domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. However, no more than three (3) domestic household pets shall be kept on any one lot.

**9. 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 street. There shall be no burning of trash or any other waste materials after construction.

(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 or more should vegetation on any lot exceed twelve (12) inches.

**10. 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.

**11. FENCES.** Any fence on any lot shall be constructed so as to be aesthetically compatible with the construction and styled of said dwelling. No chain link fences shall be allowed.

**12. OUTSIDE WIRING.** The outside wiring for all dwellings, buildings, and any other structures shall be placed underground. No overhead wiring of any type shall be permitted.

**13. AIR CONDITIONING UNITS AND/OR HEATING EQUIPMENT.** No window air conditioning units shall be installed in any residence or building so as to be visible from a public street. No equipment for central air conditioning or heating shall be installed so as to be visible from any public street, unless such equipment is shielded from the view either structurally or by plantings.

**14. UTILITY METERS.** Utility meters are to be placed so that they are not visible from any public street and in no instance shall the meter be located at the front of the dwelling. Meters located at the side or rear of the building shall be concealed by a

structural or planted shield so as not to be visible from any public street.

**15. 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) There shall be no on street parking allowed.

**16. 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.

**17. 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.

**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 not be exceed three (3) feet in diameter 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.

**20. DEVELOPMENT.** Nothing contained in these restrictions shall prevent the Developer or any person designated by the Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model house and other structures as the Developer may deem advisable for development purposes.

**21. STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION.** David Alley is committed to good environmental stewardship. The owner of any lot agrees to abide by the and have any contractors he hires abide by the provisions of the Tennessee General NPDES Permit (TNR100000) for Storm Water Discharges Associated with Construction Activity (TNCGP). This permit is for the entire Jeffries Court Subdivision. A Storm Water Pollution Prevention Plan (SWPPP) has been developed for implementing construction storm water management activities under the TNCGP. The general contractor and every contractor having responsibility for construction storm water management must sign the Notice of Intent (NOI) included with the SWPPP prior to start of any construction activities.

**22. AMENDMENTS TO COVENANTS.** For a period of ten (10) years from the date of recordation, the Developer reserves 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. However, the Developer reserves the right to waive the setback lines on any lot whether owned by the Developer or not for so long as the Developer owns any lot in Jeffries Court Subdivision, provided that this provision shall not vary applicable setbacks required by local governmental regulations. After said ten (10) year period, these restrictions may be amended by a seventy five percent (75%) majority vote of the then lot owners and any such amendment shall be duly recorded in the Blount County Register's Office.

**22. TERM AND ENFORCEMENT.** These covenants are to run with the land, shall be binding on all parties and all persons claiming them for a period of twenty-five (25) years from the date 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 recorded, agreeing to change said covenants in whole or in part. 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 proceeding.

**IN WITNESS WHEREOF** this the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
JACK JEFFRIES

STATE OF TENNESSEE  
COUNTY OF BLOUNT

Personally appeared before me, a Notary Public in and for said County and State, **JACK JEFFRIES**, 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 \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_