

This Instrument Was Prepared By:  
White, Carson & Alliman  
Attorneys at Law, P.C.  
135 College Street  
Madisonville, Tennessee 37354

**DECLARATION OF RESTRICTIVE COVENANTS**

**FOR**

**HIWASSEE RIDGE ESTATES**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 1 day of June, 2006.

WITNESSETH:

WHEREAS, the Trustees of the Revocable Living Trust of James Buckley "J. B." Richardson and E. Marzella Richardson (the "Developer") are the Developers/Owners of certain real property (the "Property") located in Monroe County, Tennessee, conveyed to them by Warranty Deeds of record in **Warranty Deed Book 291, page 673, Warranty Deed Book 291, page 676, and Warranty Deed Book 291, page 678** shown on the boundary plat of record in Plat Cabinet E, Slide 129 in the Office of the Register of Deeds for Monroe County, Tennessee; and

WHEREAS, David J. Richardson and wife, Barbara Richardson are the owners of the off conveyance parcel shown on the plat of record in **(Plat Cabinet F, Slide 126)** the same having been conveyed to them by Warranty Deed of record in **WD 302, p. 213** in the Register's Office for Monroe County, Tennessee; and

WHEREAS, their properties have been subdivided into tracts as shown on the plats of record in **Plat Cabinet F, Slide 26, Plat Cabinet F, Slide 29, and Plat Cabinet F, Slide 85**; and

WHEREAS, it is for the interest, benefit and advantage of the undersigned and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that these 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 undersigned and each and every subsequent owner of any of the Lots in the Subdivision, the undersigned do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the undersigned.

1. **The Property.** The boundary of the real property which is and shall be held, transferred, and occupied subject to this Declaration is shown on the plat of record in Plat Cabinet E, Slide 129 in the Register's Office for Monroe County, Tennessee, and is the same property subdivided by the developer on the plats of record in Plat Cabinet F, Slide 26, Plat Cabinet F, Slide 29 and Plat Cabinet F, Slide 85.

2. **The Developer.** The Trustees of the Revocable Living Trust of James Buckley "J. B." Richardson and E. Marzella Richardson, and their successors in trust and assigns shall be the developer of this subdivision and shall have the right, but not the obligation to bring additional properties within the plan of the subdivision in future stages. The additions

authorized hereunder shall be made by filing of Supplemental Declarations with respect to the additional property. Supplemental Declarations, if any, may contain such complimentary additions and modifications of the Restrictive Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. Except for properties added by Developer as set forth above, no other properties shall be added to the subdivision.

3. **Resubdivision.** The recorded plat(s) for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the recorded plat(s) or resubdivision by the Developer, no Lot may be resubdivided nor its boundaries changed.

4. **Land Use.** No lot shall be used except for single family residential purposes, long and/or short term residence rental is permitted. No lot shall be used for any other commercial or manufacturing purpose.

5. **Building type.** Dwellings must be brick, stone, log and/or log sided site built homes. No manufactured and/or mobile homes of any type or width shall be permitted. Exterior logs must be stained. Stain finish must be maintained so as not to become unsightly. Any exposed foundation must be covered with brick, stone or finished stucco. No concrete or exposed block foundation will be permitted.

6. **Building size.** No dwelling shall be erected, altered, or permitted to remain on any lot unless the dwelling has the minimum square footage of indoor heated/cooled living space (exclusive of basements, open porches or garages) as set forth below:

- (a) Any home construction on Tracts 1, 1a, 1b, 2, 3, 4, or the tract shown in Plat Cabinet F, Slide 26 must contain a minimum of 1750 square feet heated floor space.
- (b) Any 3 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1750 square feet heated floor space.
- (c) Any 2 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1400 square feet heated floor space;
- (d) Any 1 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1200 square feet heated floor space.

7. **Outbuildings.** Outbuildings will be limited to one per lot. The outbuilding must be new construction and in harmony with the existing structures in the subdivision.

8. **Building Location.** Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plat(s) of the Subdivision. Except as may be noted on the Subdivision plat(s), the dwelling on each lot shall be a minimum of ten (10) feet from any property line.

9. **Architectural Control.** No dwelling or outbuilding shall be placed on any Lot until the plans and specifications have been approved by the Developer as to materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as herein below set forth:

- (a) **Duration.** The Developer, their successors and assigns, shall maintain architectural control for ten (10) years from the date of the recordation of this Declaration or until the sale by the Developer of each and every Lot in the Subdivision, whichever shall sooner occur, at which time the Architectural Control Provisions contained in this Section shall expire. Notwithstanding the foregoing, the Developer, at any time, may relinquish its right and any attendant obligations on it, to exercise

architectural control as provided herein by executing and recording in the Register's Office for Monroe County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section shall expire.

(b) **Procedure.** The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required.

(c) **Standards.** For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: The Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood. These standards may be amended at any time at the sole discretion of the Developer.

(d) **No Liability.** In no event may the Developer, its agents, principals, or officers, be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

10. **Exterior lighting.** Except for decorative and low voltage lighting, all exterior lighting shall be attached to the main dwelling or outbuildings below the eave line. No utility pole flood lights shall be allowed. .

11. **Underground wiring and pipes.** All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground. No overhead wiring of any type shall be permitted.

12. **Pools.** No above ground pool may be placed upon any lot.

13. **Fencing.** No fencing may be erected upon any lot, except for a privacy/safety fence around a pool or spa.

14. **Satellite Dishes & Antennas.** No antenna of any type shall extend more than fifteen (15) feet above the tallest roofline of the house or outbuilding. No satellite dishes shall be larger than eighteen (18) inches in diameter and all antennas and satellite dishes shall be located at the rear or side of the residence.

15. **Signs.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, and/or a sign of not more than five (5) square feet by a builder to advertise the property during construction. Developer reserves the right to display signs of a larger size for the promotion of the development. Decorative signs are permitted.

16. **Temporary Structures.** Any owner may keep a recreational vehicle and/or camper on a lot for a maximum of thirty (30) days per calendar year. Otherwise, no trailer, tent, shack, or recreational vehicle shall be kept on any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.

17. **Construction (Time frame for completion).** When the construction of any improvements upon any lot has begun, work thereon shall be pursued diligently and

continuously until the full completion thereof. All construction of homes shall be completed within one (1) year of the date of the beginning of construction.

**18. Lot Maintenance and Drainage During Construction.** Each individual who constructs a house on a particular lot shall install proper drainage swales and/or silt fences on lot lines as needed. During construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building lot from the access way only of such building lot. The owner shall be responsible for damage to roads caused by the delivery of materials and equipment during construction. The owner of said property shall also be responsible for specifically notifying his contractor of these requirements and held liable for any damage to the other property and roadways. Excess building materials shall be removed from lot within ninety (90) days of the completion of structures.

**19. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and domestic house pets, provided that they are not kept, bred or maintained for any commercial purposes. All pets herein above allowed shall not be permitted to run at large nor bark excessively or cause other disruptions which are offensive to neighbors. No animals shall be allowed to be chained or kept in outside pens or kennels.

**20. Waste and unsightliness.** The owner of each lot within this development, whether such lot be improved or unimproved, shall keep such lot free of tall grasses, undergrowth, dead trees, weeds, trash and rubbish, and shall keep such lot, including easements, at all times in a neat and attractive condition. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if containers are required to be placed at curb, all containers shall be kept at the rear of the dwelling out of sight from the street. There shall be no burning of trash or any other waste material. Any ground disturbance of a lot must be seeded with grass or covered with sod, or landscapes so that there will be no bare ground visible.

**21. Vehicles and Parking.** No inoperative vehicles of any type shall be allowed to remain either on or adjacent to any lot for a period in excess of forty eight (48) hours; however, this provision shall not apply to any such vehicle being kept in an enclosed garage or basement. There shall be no on street parking allowed. There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage or basement. No open storage of boats, campers, trailers, RV's, ATV's, equipment or machinery shall be permitted.

**22. Nuisances.** No noxious, offensive or illegal 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. No trapping, hunting, or discharge of firearms, guns, weapons, bows, crossbows or other similar devices shall be permitted.

**23. Private Road/Right of Way.** All lots within the development shall have a permanent easement 50 feet in width for ingress, egress, waterlines, and other utilities along the private drive as shown on the above said plats, and a permanent easement over all that portion of Tract 1 lying West of the 50 foot right of way to erect, maintain and replace an entrance statement. The private road maintenance association established by this document shall maintain this private drive, any gate thereof and entrance statement.

**24. Easements.** The notes upon the Subdivision plat(s) shall control as to the existence and use of easements. Except as may be noted on the Subdivision plat(s), each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities 10' along all lot lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, no structure of any kind shall be erected or maintained upon or over said easements. The Developer or utility supplier shall not be liable for any damage done by its agent or employees to shrubbery, trees, flowers, or other property of the land owner installed upon said easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a

public authority or public utility company is responsible. The road easement area of each lot will be maintained by the road maintenance association. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

**25. Private Road Maintenance Association.** Whereas Hiwassee Ridge Estates will require the use of the existing private road for ingress and egress, as shown on said plats, the undersigned Developer/Owner does hereby declare, establish and set forth the following Restrictions, Covenants, Conditions, Reservations and limitations for the mutual benefit of all owners which shall require the use of said private road for ingress and egress:

(a) The owners shall all be members of what shall be known as HIWASSEE RIDGE ESTATES PRIVATE ROAD MAINTENANCE ASSOCIATION ("Association"), and each such owner shall be entitled to one (1) vote per each lot so owned.

(b) Road maintenance fees shall initially be set at \$100.00 per year per tract, beginning with the year 2007; thereafter, the amount may be changed from year to year by majority vote of the members of the Association, in such amounts as are needed to provide for proper maintenance and upkeep of this private road and the subdivision entrance statement.

(c) Until such time as six of the tracts in the subdivision are conveyed by the Developer, the Developer shall maintain the private road and make all decisions with regard to the repair, maintenance, and upkeep of said private road, and be responsible for the collection and expenditure of all road maintenance fees. After the designated number of said tracts are conveyed by the Developer, then the Association and its members shall be solely responsible for the maintenance, upkeep, and repair of the private road and all decisions regarding same.

(d) Thereafter, the Association shall, by majority vote of all of the Association members, decide and determine any and all matters whatsoever with regard to the proper maintenance and upkeep of said private road, including provisions for the accounting of all receipts and disbursements of funds collected and spent pursuant to the provisions hereof.

(e) The Association shall also hereafter decide in what manner it shall be structured and in what manner business shall be conducted, at the sole and absolute discretion of the Association and its members.

(f) The Association shall be authorized to do any and all things necessary and reasonable to perform its duties in keeping, maintaining, and repairing the private road, entrance statement and/or gates thereon.

(g) Road maintenance fees shall be paid as directed by the Association, by each tract owner within sixty (60) days of notification. Thereafter, a one and one-half (1 1/2%) percent late charge shall be imposed for any outstanding amount not paid for each month said outstanding amount remains unpaid. If after one (1) year continuous outstanding amounts remain unpaid, then the Association shall be entitled to place written notice of lien for unpaid fees, including late charges, on record at the office of the Register of Deeds in Monroe County, Tennessee. To perfect said lien the Association may then also file suit to collect said amounts due and/or foreclose; however, nothing in this instrument shall be construed to place said lien in any priority position over a first or second mortgage lien secured by a deed of trust.

(h) Damage to the road, roadbed, ditches, and/or entrance statement caused by any owner, his contractor, agent or employee shall be fully and completely repaired by said owner within thirty (30) days. Otherwise, the association may complete said repairs and assess the responsible party for the costs of the same.

(i) The provisions hereof shall be noted, by reference hereto, in each deed for each tract; however the provisions hereof shall be applicable to each tract, whether or not noted in the first deed conveying said tract and/or any subsequent deed for each tract.

(j) This instrument and its terms shall automatically expire and become null and void at such time as Monroe County, Tennessee and/or any other governmental entity shall accept dedication of the private road set forth on said plat, thus converting same to a public roadway and assuming the repair, maintenance and upkeep of said road. Any funds remaining in the hands of the Association shall at that time be refunded pro rata to each tract owner covered pursuant hereto.

26. **View easement.** The subdivision properties burdened hereby shall be held and conveyed subject to view easements more particularly described below. As it is necessary to open up views of the mountain ranges to the South and Southeast, the owner of any residence constructed in said subdivision may remove trees from the burdened area(s) described below and shall have an easement to come upon the burdened area(s) to remove therefrom at their own expense, any tree(s) as are necessary to open up the view from their residence, provided that they shall completely clean up and remove all brush and debris caused by said removal. Said easements are over and across those portions of the following tracts to-wit:

Tract 1 – all that portion of Tract 1 lying South of the 50 foot right of way as shown on the plat of record in Plat Cabinet F, Slide 85.

Tract 1(b) – all of that tract except the Northern most portion thereof more particularly described as beginning at the Northeastern most corner of Tract 1(b) shown on the plat of record in Plat Cabinet F, Slide 85 in the Office of the Register of Deeds for Monroe County, Tennessee at a common corner with Tract 3 and the lands of Richardson shown in Plat Cabinet F, Slide 26; thence with the line of Richardson South 81° 54' 57" West 114.69 feet to a point; thence South 08° 56' 03" East 111.30 feet to a rebar corner; thence South 89° 52' 59" East 157.79 feet to a point in the line of Tract 3; thence with Tract 3 North 26° 04' 12" West 140 feet to the point of beginning.

Tracts 2, 3, 4, and 5 – all of that portion of each respective tract lying South of the 50 foot right of way as shown on the plat of record in Plat Cabinet F, Slide 29.

Tract 7 – the Southwestern most portion of said tract being more particularly described as beginning at the Western most corner of Tract 7 at an iron pin in the corner with Tract 5 in the center of a 50 foot right of way; thence with Tract 5 South 20° 27' 48" East 301.66 feet to an iron pin corner with Moser; thence with the line of Moser North 66° 50' 24" East 257.87 feet to a point; thence North 62° 07' 19" West 387.53 feet to the point of beginning.

Richardson Tract (Plat Cabinet F, Slide 26)- the Southern most portion of said tract more particularly described as beginning at the Southern most corner of that tract shown in Plat Cabinet F, Slide 26 at a common corner with Tracts 2 and 1(b); thence with Tract 1(b) North 87° 07' 51" East 135.45 feet; thence North 04° 06' 35" East 189.62 feet; thence South 87° 37' 09" West 152.08 feet to a point in the line of Tract 2; thence with Tract 2 South 00° 55' 45" East 189.62 feet to the point of beginning.

27. **Timber, conservation restriction, and easement for pedestrian ingress and egress.** Whereas it is desirable to preserve the pristine beauty of the large tree forest North of the natural watershed which bisects the subdivision and whereas any logging within the

subdivision would be detrimental to the subdivision, all those portions of the Richardson tract (shown in Plat Cabinet F, Slide 26) and Tracts 1, 2, 3, 4, 5, 6, and 7 (as shown in Plat Cabinet F, Slide 29) which lie 100 feet North of the natural watershed which runs generally East/West across the subdivision to the North of the 50 foot right of way, shall be conveyed and held subject to:

- (a) a timber conservation restriction that no tree and/or timber in excess of 12" in diameter shall be cut or removed except for construction of a residence and/or if the same threatens a structure; and
- (b) the recreational easement to run with and in favor of each and every other lot in the subdivision. No motorized vehicles or hunting shall be allowed thereon; and
- (c) there shall be no commercial timbering of any kind on any lot within the subdivision.

**28. Water rights, well maintenance agreement, and easement.** All that portion of Tract 1 lying West of the 50 foot right of way as shown on the plat of record in Plat Cabinet F, Slide 85 in the Register's Office for Monroe County, Tennessee shall be held and conveyed subject to an easement, in favor of the other tracts of said subdivision, to draw water from the well currently located on said area, to drill other wells as are necessary or desirable, and to construct, install, operate, inspect, and maintain waterlines and other associated appurtenances as are necessary to supply water to the remaining lots of the subdivision.

Said easement shall run with each and every other tract of the subdivision.

Any owner connected to and/or using the well water system shall keep and maintain the system in good order so that there will be no injury to the land and/or premises. Any party connected thereto and/or using the system contemplated by this easement shall bear a prorated share of all expenses incurred in the operation and maintenance of the well and waterline system including all assessments, fees, and/or other expenses which shall be prorated based upon the number of buildings connected to the system. Invoices for such costs may be either monthly or quarterly, but shall be deemed due on the first day of that month or quarter and will be deemed late ten (10) days thereafter. If the prorated expenses contemplated by this section are not paid within thirty (30) days of receiving written notice, the non-paying party may be disconnected from the system at their own expense.

**29. Amendment.** Anything contained herein to the contrary notwithstanding, the Developer reserves the right for himself, his successors and assigns, to modify, release or amend all the covenants and restrictions contained herein until such time as Developer has sold all of the Lots. The Developer shall have the right to:

- (a) Amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the provisions herein;
- (b) 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 and restrictions herein contained; and
- (c) Release any building lot from any part of the covenants and restrictions (including without limiting the foregoing building restriction lines and provisions hereof relating thereto) if Developer in its sole judgment determines that such release is reasonable and does not substantially affect any other building lot in any adverse manner.

Any such modification must be in writing and filed for record in the Register's Office for Monroe County, Tennessee. Such amendments shall not make the protective covenants, as to those lots covered by the amendment, less restrictive for construction of residential buildings as provided for herein. In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

**30. Enforcement.** Enforcement shall be by the proceedings at law or equity by any property owner or his successors against any person or persons violating or attempting to violate any covenant either to restrain violation, or to recover damages. In the event that any

one or more of the foregoing restrictive covenants be violated by any party, either owner or tenant, then the party guilty of such violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders of any lots or of the then constituted public authorities to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages, and shall also be liable for such other and additional damage as may accrue. The remedies provided in this paragraph shall be not exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of said Restrictions.

31. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

32. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed on the day and date first above written.

REVOCABLE LIVING TRUST OF  
JAMES BUCKLEY "J.B." RICHARDSON  
and E. MARZELLA RICHARDSON  
dated January 16, 1996 as amended by  
FIRST AMENDMENT TO MEMORANDUM  
OF DECLARATION OF REVOCABLE  
LIVING TRUST dated December 30, 2005

BY: James Buckley J.B. Richardson  
JAMES BUCKLEY "J.B." RICHARDSON  
Successor Trustee

David J. Richardson  
DAVID J. RICHARDSON  
Successor Trustee

David J. Richardson  
DAVID J. RICHARDSON, Individually

Barbara Richardson  
BARBARA RICHARDSON, Individually

STATE OF TENNESSEE )  
 ) SS  
COUNTY OF murroe )

Personally appeared before me, a Notary Public, in and for said County and State, the within named JAMES BUCKLEY "J.B." RICHARDSON, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who being first duly sworn, did say under oath that he is a Successor Trustee of the REVOCABLE LIVING TRUST OF JAMES BUCKLEY "J.B." RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996 as amended by FIRST AMENDMENT TO MEMORANDUM OF DECLARATION OF REVOCABLE LIVING TRUST

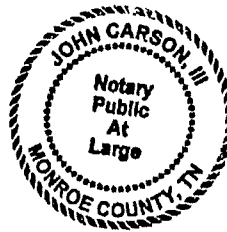


dated December 30, 2005, the within bargainor, and that he as such Successor Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trust in his official capacity.

WITNESS my hand and official seal this the 1 day of June, 2006.

NOTARY PUBLIC

My Commission Expires: 11-21-07



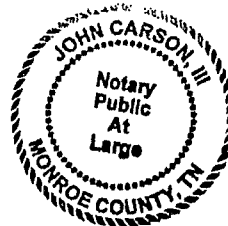
STATE OF Tennessee )  
 ) SS  
COUNTY OF Monroe )

Personally appeared before me, a Notary Public, in and for said County and State, the within named DAVID J. RICHARDSON, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who being first duly sworn, did say under oath that he is a Successor Trustee of the REVOCABLE LIVING TRUST OF JAMES BUCKLEY "J.B." RICHARDSON and E. MARZELLA RICHARDSON, dated January 16, 1996 as amended by FIRST AMENDMENT TO MEMORANDUM OF DECLARATION OF REVOCABLE LIVING TRUST dated December 30, 2005, the within bargainor, and that he as such Successor Trustee, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trust in his official capacity.

WITNESS my hand and official seal this the 1 day of June, 2006.

NOTARY PUBLIC

My Commission Expires: 11-21-07



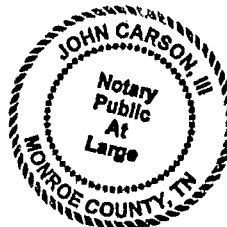
STATE OF TENNESSEE )  
 ) SS  
COUNTY OF MONROE )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named DAVID RICHARDSON and wife, BARBARA RICHARDSON, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this the 1 day of June, 2006.

NOTARY PUBLIC

My Commission Expires: 11-21-07  
663.06B



State of Tennessee, County of MONROE  
Received for record the 05 day of  
SEPTEMBER 2006 at 11:54 AM. (REC# 181334)  
Recorded in Book M175 pages 205- 213  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 47.00, Total \$ 47.00,  
Register of Deeds MILDRED A ESTES

BK M175 PG 213

442-362/  
519-362/

This Instrument Was Prepared By:  
White, Carson & Alliman Attorneys at Law, P.C.  
135 College Street  
Madisonville, Tennessee 37354

**RE-RUN**  
**DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**HIWASSEE RIDGE ESTATES**  
**(Correcting Misc. Book 175, page 205)**

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WITNESSETH:

WHEREAS, the Trustees of the Revocable Living Trust of James Buckley "J. B." Richardson and E. Marzella Richardson (the "Developer") are the Developers/Owners of certain real property (the "Property") located in Monroe County, Tennessee, conveyed to them by Warranty Deeds of record in **Warranty Deed Book 291, page 673, Warranty Deed Book 291, page 676, and Warranty Deed Book 291, page 678** shown on the boundary plat of record in **Plat Cabinet E, Slide 129** in the Office of the Register of Deeds for Monroe County, Tennessee; and

WHEREAS, David J. Richardson and wife, Barbara Richardson are the owners of the off conveyance parcel shown on the plat of record in **Plat Cabinet F, Slide 26**, the same having been conveyed to them by Warranty Deed of record in **WD 302, p. 213** in the Register's Office for Monroe County, Tennessee; and

WHEREAS, their properties have been subdivided into tracts as shown on the plats of record in **Plat Cabinet F, Slide 26, Plat Cabinet F, Slide 29, and Plat Cabinet F, Slide 85**; and

WHEREAS, it is for the interest, benefit and advantage of the undersigned and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that these 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 undersigned and each and every subsequent owner of any of the Lots in the Subdivision, the undersigned do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the undersigned.

1. **The Property.** The boundary of the real property which is and shall be held, transferred, and occupied subject to this Declaration is shown on the plat of record in **Plat Cabinet E, Slide 129** in the Register's Office for Monroe County, Tennessee, and is the same property subdivided by the developer on the plats of record in **Plat Cabinet F, Slide 26, Plat Cabinet F, Slide 29 and Plat Cabinet F, Slide 85**.

2. **The Developer.** The Trustees of the Revocable Living Trust of James Buckley "J. B." Richardson and E. Marzella Richardson, and their successors in trust and assigns shall be the developer of this subdivision and shall have the right, but not the obligation to bring additional properties within the plan of the subdivision in future stages. The additions

authorized hereunder shall be made by filing of Supplemental Declarations with respect to the additional property. Supplemental Declarations, if any, may contain such complimentary additions and modifications of the Restrictive Covenants contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties. Except for properties added by Developer as set forth above, no other properties shall be added to the subdivision.

3. **Resubdivision.** The recorded plat(s) for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the recorded plat(s) or resubdivision by the Developer, no Lot may be resubdivided nor its boundaries changed.

4. **Land Use.** No lot shall be used except for single family residential purposes, long and/or short term residence rental is permitted. No lot shall be used for any other commercial or manufacturing purpose.

5. **Building type.** Dwellings must be brick, stone, log and/or log sided site built homes. No manufactured and/or mobile homes of any type or width shall be permitted. Exterior logs must be stained. Stain finish must be maintained so as not to become unsightly. Any exposed foundation must be covered with brick, stone or finished stucco. No concrete or exposed block foundation will be permitted.

6. **Building size.** No dwelling shall be erected, altered, or permitted to remain on any lot unless the dwelling has the minimum square footage of indoor heated/cooled living space (exclusive of basements, open porches or garages) as set forth below:

- (a) Any home construction on Tracts 1, 1a, 1b, 2, 3, 4, or the tract shown in Plat Cabinet F, Slide 26 must contain a minimum of 1750 square feet heated floor space.
- (b) Any 3 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1750 square feet heated floor space.
- (c) Any 2 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1400 square feet heated floor space;
- (d) Any 1 bedroom home constructed on Tracts 5, 6 or 7 must contain a minimum of 1200 square feet heated floor space.

7. **Outbuildings.** Outbuildings will be limited to one per lot. The outbuilding must be new construction and in harmony with the existing structures in the subdivision.

8. **Building Location.** Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plat(s) of the Subdivision. Except as may be noted on the Subdivision plat(s), the dwelling on each lot shall be a minimum of ten (10) feet from any property line.

9. **Architectural Control.** No dwelling or outbuilding shall be placed on any Lot until the plans and specifications have been approved by the Developer as to materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as herein below set forth.

BK 1175 PG 343

(a) **Duration.** The Developer, their successors and assigns, shall maintain architectural control for ten (10) years from the date of the recordation of this Declaration or until the sale by the Developer of each and every Lot in the Subdivision, whichever shall sooner occur, at which time the Architectural Control Provisions contained in this Section shall expire. Notwithstanding the foregoing, the Developer, at any time, may relinquish its right and any attendant obligations on it, to exercise

~~BK 1175 PG 206~~

architectural control as provided herein by executing and recording in the Register's Office for Monroe County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section shall expire.

(b) **Procedure.** The Developer's approval or disapproval as required in this Declaration shall be in writing. In the event the Developer fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required.

(c) **Standards.** For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: The Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood. These standards may be amended at any time at the sole discretion of the Developer.

(d) **No Liability.** In no event may the Developer, its agents, principals, or officers, be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

10. **Exterior lighting.** Except for decorative and low voltage lighting, all exterior lighting shall be attached to the main dwelling or outbuildings below the eave line. No utility pole flood lights shall be allowed. .

11. **Underground wiring and pipes.** All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground. No overhead wiring of any type shall be permitted.

12. **Pools.** No above ground pool may be placed upon any lot.

13. **Fencing.** No fencing may be erected upon any lot, except for a privacy/safety fence around a pool or spa.

14. **Satellite Dishes & Antennas.** No antenna of any type shall extend more than fifteen (15) feet above the tallest roofline of the house or outbuilding. No satellite dishes shall be larger than eighteen (18) inches in diameter and all antennas and satellite dishes shall be located at the rear or side of the residence.

15. **Signs.** No signs of any kind shall be displayed to the public view on any lot except one sign of nore more than five (5) square feet advertising the property for sale or rent, and/or a sign of not more than five (5) square feet by a builder to advertise the property during construction. Developer reserves the right to display signs of a larger size for the promotion of the development. Decorative signs are permitted.

BK M175 PG 344.

16. **Temporary Structures.** Any owner may keep a recreational vehicle and/or camper on a lot for a maximum of thirty (30) days per calendar year. Otherwise, no trailer, tent, shack, or recreational vehicle shall be kept on any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.

17. **Construction (Time frame for completion).** When the construction of any improvements upon any lot has begun, work thereon shall be pursued diligently and

~~BK M175 PG 347~~

continuously until the full completion thereof. All construction of homes shall be completed within one (1) year of the date of the beginning of construction.

**18. Lot Maintenance and Drainage During Construction.** Each individual who constructs a house on a particular lot shall install proper drainage swales and/or silt fences on lot lines as needed. During construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such building lot from the access way only of such building lot. The owner shall be responsible for damage to roads caused by the delivery of materials and equipment during construction. The owner of said property shall also be responsible for specifically notifying his contractor of these requirements and held liable for any damage to the other property and roadways. Excess building materials shall be removed from lot within ninety (90) days of the completion of structures.

**19. Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, and domestic house pets, provided that they are not kept, bred or maintained for any commercial purposes. All pets herein above allowed shall not be permitted to run at large nor bark excessively or cause other disruptions which are offensive to neighbors. No animals shall be allowed to be chained or kept in outside pens or kennels.

**20. Waste and unsightliness.** The owner of each lot within this development, whether such lot be improved or unimproved, shall keep such lot free of tall grasses, undergrowth, dead trees, weeds, trash and rubbish, and shall keep such lot, including easements, at all times in a neat and attractive condition. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if containers are required to be placed at curb, all containers shall be kept at the rear of the dwelling out of sight from the street. There shall be no burning of trash or any other waste material. Any ground disturbance of a lot must be seeded with grass or covered with sod, or landscapes so that there will be no bare ground visible.

**21. Vehicles and Parking.** No inoperative vehicles of any type shall be allowed to remain either on or adjacent to any lot for a period in excess of forty eight (48) hours; however, this provision shall not apply to any such vehicle being kept in an enclosed garage or basement. There shall be no on street parking allowed. There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage or basement. No open storage of boats, campers, trailers, RV's, ATV's, equipment or machinery shall be permitted.

**22. Nuisances.** No noxious, offensive or illegal 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. No trapping, hunting, or discharge of firearms, guns, weapons, bows, crossbows or other similar devices shall be permitted.

**23. Private Road/Right of Way.** All lots within the development shall have a permanent easement 50 feet in width for ingress, egress, waterlines, and other utilities along the private drive as shown on the above said plats, and a permanent easement over all that portion of Tract 1 lying West of the 50 foot right of way to erect, maintain and replace an entrance statement. The private road maintenance association established by this document shall maintain this private drive, any gate thereof and entrance statement.

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**24. Easements.** The notes upon the Subdivision plat(s) shall control as to the existence and use of easements. Except as may be noted on the Subdivision plat(s), each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities 10' along all lot lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, no structure of any kind shall be erected or maintained upon or over said easements. The Developer or utility supplier shall not be liable for any damage done by its agent or employees to shrubbery, trees, flowers, or other property of the land owner installed upon said easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a

~~BK M175 PG 208~~

public authority or public utility company is responsible. The road easement area of each lot will be maintained by the road maintenance association. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

**25. Private Road Maintenance Association.** Whereas Hiwassee Ridge Estates will require the use of the existing private road for ingress and egress, as shown on said plats, the undersigned Developer/Owner does hereby declare, establish and set forth the following Restrictions, Covenants, Conditions, Reservations and limitations for the mutual benefit of all owners which shall require the use of said private road for ingress and egress:

(a) The owners shall all be members of what shall be known as HIWASSEE RIDGE ESTATES PRIVATE ROAD MAINTENANCE ASSOCIATION ("Association"), and each such owner shall be entitled to one (1) vote per each lot so owned.

(b) Road maintenance fees shall initially be set at \$100.00 per year per tract, beginning with the year 2007; thereafter, the amount may be changed from year to year by majority vote of the members of the Association, in such amounts as are needed to provide for proper maintenance and upkeep of this private road and the subdivision entrance statement.

(c) Until such time as six of the tracts in the subdivision are conveyed by the Developer, the Developer shall maintain the private road and make all decisions with regard to the repair, maintenance, and upkeep of said private road, and be responsible for the collection and expenditure of all road maintenance fees. After the designated number of said tracts are conveyed by the Developer, then the Association and its members shall be solely responsible for the maintenance, upkeep, and repair of the private road and all decisions regarding same.

(d) Thereafter, the Association shall, by majority vote of all of the Association members, decide and determine any and all matters whatsoever with regard to the proper maintenance and upkeep of said private road, including provisions for the accounting of all receipts and disbursements of funds collected and spent pursuant to the provisions hereof.

(e) The Association shall also hereafter decide in what manner it shall be structured and in what manner business shall be conducted, at the sole and absolute discretion of the Association and its members.

(f) The Association shall be authorized to do any and all things necessary and reasonable to perform its duties in keeping, maintaining, and repairing the private road, entrance statement and/or gates thereon.

**BK M175 PG 346**

(g) Road maintenance fees shall be paid as directed by the Association, by each tract owner within sixty (60) days of notification. Thereafter, a one and one-half (1 1/2%) percent late charge shall be imposed for any outstanding amount not paid for each month said outstanding amount remains unpaid. If after one (1) year continuous outstanding amounts remain unpaid, then the Association shall be entitled to place written notice of lien for unpaid fees, including late charges, on record at the office of the Register of Deeds in Monroe County, Tennessee. To perfect said lien the Association may then also file suit to collect said amounts due and/or foreclose; however, nothing in this instrument shall be construed to place said lien in any priority position over a first or second mortgage lien secured by a deed of trust.

(h) Damage to the road, roadbed, ditches, and/or entrance statement caused by any owner, his contractor, agent or employee shall be fully and completely repaired by said owner within thirty (30) days. Otherwise, the association may complete said repairs and assess the responsible party for the costs of the same.

~~BK M175 PG 269~~

(i) The provisions hereof shall be noted, by reference hereto, in each deed for each tract; however the provisions hereof shall be applicable to each tract, whether or not noted in the first deed conveying said tract and/or any subsequent deed for each tract.

(j) This instrument and its terms shall automatically expire and become null and void at such time as Monroe County, Tennessee and/or any other governmental entity shall accept dedication of the private road set forth on said plat, thus converting same to a public roadway and assuming the repair, maintenance and upkeep of said road. Any funds remaining in the hands of the Association shall at that time be refunded pro rata to each tract owner covered pursuant hereto.

26. **View easement.** The subdivision properties burdened hereby shall be held and conveyed subject to view easements more particularly described below. As it is necessary to open up views of the mountain ranges to the South and Southeast, the owner of any residence constructed in said subdivision may remove trees from the burdened area(s) described below and shall have an easement to come upon the burdened area(s) to remove therefrom at their own expense, any tree(s) as are necessary to open up the view from their residence, provided that they shall completely clean up and remove all brush and debris caused by said removal. Said easements are over and across those portions of the following tracts to-wit:

Tract 1 – all that portion of Tract 1 lying South of the 50 foot right of way as shown on the plat of record in Plat Cabinet F, Slide 85.

Tract 1(b) – all of that tract except the Northern most portion thereof more particularly described as beginning at the Northeastern most corner of Tract 1(b) shown on the plat of record in Plat Cabinet F, Slide 85 in the Office of the Register of Deeds for Monroe County, Tennessee at a common corner with Tract 3 and the lands of Richardson shown in Plat Cabinet F, Slide 26; thence with the line of Richardson South 81° 54' 57" West 114.69 feet to a point; thence South 08° 56' 03" East 111.30 feet to a rebar corner; thence South 89° 52' 59" East 157.79 feet to a point in the line of Tract 3; thence with Tract 3 North 26° 04' 12" West 140 feet to the point of beginning.

Tracts 2, 3, 4, and 5 – all of that portion of each respective tract lying South of the 50 foot right of way as shown on the plat of record in Plat Cabinet F, Slide 29.

Tract 7 – the Southwestern most portion of said tract being more particularly described as beginning at the Western most corner of Tract 7 at an iron pin in the corner with Tract 5 in the center of a 50 foot right of way; thence with Tract 5 South 20° 27' 48" East 301.66 feet to an iron pin corner with Moser; thence with the line of Moser North 66° 50' 24" East 257.87 feet to a point; thence North 62° 07' 19" West 387.53 feet to the point of beginning.

Richardson Tract (Plat Cabinet F, Slide 26)- the Southern most portion of said tract more particularly described as beginning at the Southern most corner of that tract shown in Plat Cabinet F, Slide 26 at a common corner with Tracts 2 and 1(b); thence with Tract 1(b) North 87° 07' 51" East 135.45 feet; thence North 04° 06' 35" East 189.62 feet; thence South 87° 37' 09" West 152.08 feet to a point in the line of Tract 2; thence with Tract 2 South 00° 55' 45" East 189.62 feet to the point of beginning.

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27. **Timber, conservation restriction, and easement for pedestrian ingress and egress.** Whereas it is desirable to preserve the pristine beauty of the large tree forest North of the natural watershed which bisects the subdivision and whereas any logging within the

~~BK M175 PG 210~~

This instrument prepared by:  
WHITE, CARSON & ALLIMAN  
ATTORNEYS AT LAW, P.C.  
135 College Street  
Madisonville, Tennessee 37354  
Telephone: (423) 442-9000

BK/PG: M204/273-274

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2 PGS : AL - AMENDED RESTRICTIONS	
KIM BATCH: 21836	
07/22/2009 - 09:42:24 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, MONROE COUNTY  
MILDRED ESTES  
REGISTER OF DEEDS

**SUPPLEMENTAL DECLARATION FOR HIWASSEE RIDGE ESTATES**

WHEREAS, the Revocable Living Trust of James Buckley "J.B." Richardson and E. Marzella Richardson, as developer of Hiwassee Ridge Estates, did file a Declaration of Restrictive Covenants for said subdivision in Miscellaneous Book 175, page 205 as corrected in Miscellaneous Book 175, page 342; and

WHEREAS, said Declaration did, in pertinent part, provide for shared well(s) and water lines within the subdivision upon terms and conditions stated therein; and

WHEREAS, the developers caused an additional well to be dug on Lot 5, at or near the termination of the right-of-way shown on the subdivision's plat, which has been connected to various homes within the subdivision by water lines appurtenant thereto;

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and the benefits to be derived by the undersigned and each and every owner and subsequent owner of any of the lots within the subdivision, the undersigned does hereby supplement said Declaration of Restrictive Covenants for Hiwassee Ridge Estates by dedicating the existing well located on Lot 5 and water lines appurtenant thereto for the use and benefit of each and every owner and subsequent owner of any lot(s) within the subdivision, pursuant to the terms of the original Declaration of Restrictive Covenants which are incorporated herein by reference as if fully set out.

IN WITNESS WHEREOF, this instrument is executed the 6th day of July, 2009.

  
DAVID J. RICHARDSON

Successor Trustee of the Revocable Living Trust  
of James Buckley "J.B." Richardson and E. Marzella Richardson  
dated January 16, 1996



STATE OF Washington )  
COUNTY OF Spokane )

Personally appeared before me, a Notary Public, in and for said County and State, the within named, DAVID J. RICHARDSON, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who being first duly sworn, did say under oath that he is the Successor Trustee of the Revocable Living Trust of James Buckley "J.B." Richardson and E. Marzella Richardson dated January 16, 1996, the within bargainer, and that he as such Successor Trustee, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing in his official capacity.

WITNESS my hand and official seal this the 17 day of July, 2009.

Allen L. Campbell  
NOTARY PUBLIC

My Commission Expires: Aug 11 2012

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