

This Instrument Prepared by:
Name: Harrison - Lee Partnership
Address: 4263 Hwy. 411 N.
Madisonville, TN 37354

**DECLARATION OF RESTRICTIVE COVENANTS FOR
HUNTINGTON PLACE**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 30 day of March, 2006, by Harrison-Lee Partnership ("the Developer").

WITNESSETH:

WHEREAS, the Developer owns certain real property (the "Property") located in Monroe County, Tennessee, and to wit:

Being that property shown on the plats of Huntington Place recorded in Plat Cabinet F, Slide 7 and Cabinet F, Slide 7 respectively in the Registrar's Office for Monroe County, Tennessee and being a portion of the property conveyed to the Developer by warranty deed of record in Warranty

Deed Book 295, Page 128.
JPK WD 304 p. 434

WHEREAS, the Developer intends to subdivide the property into a residential subdivision (the "Subdivision") to be known as Huntington Place and

WHEREAS, IT IS FOR THE INTEREST, BENEFIT AND ADVANTAGE OF THE Developer and each and every person or entity that shall hereafter acquire any lot or any portion of the Subdivision, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") 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 Developer and each and every subsequent owner of any of the Lots, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and to all persons owning any said Lots hereafter.

These restrictive covenants shall become effective upon the recording of this instrument and shall run with the land and be binding on all persons claiming under or through the Developer for a period of twenty-six (26) years after the recording of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a sixty-seven percent (67%) majority of owners of Lots (then subject to this Declaration) with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such sixty-seven percent (67%) majority.

1. **Land Use and Building Type.** No Lot shall be used except for private, single family residential purposes. No business of any nature shall be conducted on any Lot. Each Lot shall contain no more than one residential dwelling.

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

BK M170 PG 765

3. **Dwelling Size and Type.** Dwellings consisting of not more than two (2) stories in height plus basement (if desired) shall be erected on each lot. The dwelling must be stick-built on site. All dwellings must have an attached two (2) car garage.

Construction of a basement on a lot will be dependent upon elevation of sewer on that particular lot. No dwelling shall be erected, altered, or permitted to remain on any lot unless the dwelling has a minimum of 1400 square feet of indoor heated/cooled living space exclusive of basements, open porches, garages, or storage rooms. In the case of a two-story residence, the minimum square footage shall be 1600 sq. ft. of indoor heated/cooled living space for both levels with a minimum of 1100 square feet of indoor heated/cooled living space on the main level. Window air

conditioning units are prohibited. No carports shall be allowed. All foundations must be completely covered by brick, natural stone, stone products, or stucco. Exterior walls shall be vinyl, stucco, brick, natural stone, stone products or combinations thereof with a minimum of 25% of exterior walls to be stucco, brick, natural stone or stone products. Any other exterior covering(s) must be approved by Developer, however, no wood or logs shall be used for exterior siding. Roofs shall have a 6/12 pitch or greater roofline, however, attached shed roofs may be of lesser pitch. No metal roofs will be permitted. All front porches must be concrete. No wooden front porches are allowed.

4. **Easements.** The notes upon the recorded 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, that 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 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 through said drainage easement.
5. **Mobile and/or Modular Homes.** No mobile or modular home shall be placed on any Lot.

6. **Building Location.** Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the above said plat of the Subdivision as follows: 30 feet from front street, 15 feet from side street and 10 feet from interior lot lines.
7. **Fences.** Fences on lots shall be no taller in height than four (4) feet and shall be restricted to the rear of the dwelling. No barbed wire fencing or chain link fencing shall be permitted.
8. **Swimming Pools.** Any swimming pool must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be below ground and enclosed by a wall or fence. No above ground pools permitted on any lot.
9. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence. In any event, construction must be completed within twelve (12) months of its commencement. It shall be the responsibility of the lot owner to protect the streets during the construction of homes by keeping mud and debris from the streets, as well as cleaning up any mud and debris that does get onto the streets or adjoining lots.
10. **Dwellings, Temporary Structures, Garages, and Outbuildings, etc.** No trailer, tent or shack shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

Any barn, unattached garages, or outbuildings must be located to the rear or side of the residence and the construction thereof must be of material similar to the residence and in harmony with the existing structures in the subdivision. All fencing shall not be more than the four (4) feet tall.

11. **Nuisances.** No obnoxious, offensive, or illegal activity shall be carried out upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Pets that are loud or a nuisance to the neighborhood will not be permitted. There shall be no exterior storage of any inoperable vehicle for longer than one month. Campers and boats must be kept to the side or rear of the dwelling so as not to be a distraction to the neighborhood.
12. **Animals.** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and domestic house pets, not to exceed three (3) may be kept, bred or maintained for any commercial purposes. In no event shall cattle, swine or poultry be considered household pets. All pets herein above allowed shall not be offensive to neighbors. No animals shall be allowed to be chained or kept in outside pens or kennels. No known vicious breed of dogs permitted in the subdivision.
13. **Vehicles and Parking.** 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; however, this provision shall not apply to any such vehicle being kept in an enclosed garage or basement. No truck larger than one (1) ton pickup variety shall be parked on any lot except those reasonably necessary to complete approved improvements. Boats, campers, utility trailers, and similar equipment or vehicles shall be stored in side yard, back yard, basement or garage. There shall be no on street parking allowed. No vehicles to be parked in front of the house, except on the driveway. For these purposes, the front of the house is defined as any property located between the house and street side property line to side property line. 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.

14. **All Terrain Vehicles.** No all terrain or off road vehicles (four wheelers, motorized dirt bikes, go-carts, etc.) shall be operated within the subdivision.
15. **Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as follows: 30 feet from the front street, 15 feet from the side streets, 10 feet from any interior Lot line, or as may be reversed or shown on the recorded Plat of the Subdivision.
16. **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 conditions 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.

17. **Amendment.** Anything contained herein to the contrary notwithstanding, the Developer reserves the right for itself, its 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.

18. **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.

19. **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.

20. **Architectural Control.** No dwelling 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 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 later 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) 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: all dwellings in Huntington Place must be constructed from the designs of an architect and built according to those plans and specifications, subject to any modifications approved by the Developer and/or necessitated by these restrictions. 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.

(c) Procedure. The property owner must furnish a complete set of house plans to Developer, which will be retained by the Developer. 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 and the related covenants shall be deemed to have been fully complied with.

(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.

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

State of Tennessee, County of MONROE
Received for record the 30 day of
MARCH 2006 at 1:48 PM. (REC# 175365)
Recorded in Book M170 pages 764- 772
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 47.00, Total \$ 47.00,
Register of Deeds MILDRED A ESTES

C. Paul Harrison

C. PAUL HARRISON

N. Burton Lee II

N. BURTON LEE II

James P. Lee

JAMES P. LEE

Rebecca M. Lee

REBECCA M. LEE

LEE ENTERPRISES

STATE OF TENNESSEE

COUNTY OF MONROE

Personally appeared before me, the undersigned Notary Public in and for the County and State, C. Paul Harrison, N. Burton Lee II, James P. Lee and Rebecca M. Lee, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in the State and County first written above, this 30 day of March, 2006.

Michelle Kennedy
NOTARY PUBLIC

My Commission Expires: 1-26-08

