

This Instrument Prepared by:
 CLIFFORD E. WILSON, Attorney
 128 College Street
 Madisonville, TN 37354

6 PGS : AL - RESTRICTIONS	
DEB BATCH: 11255	
02/02/2008 - 11:17:55 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, MONROE COUNTY

MILDRED ESTES

REGISTER OF DEEDS

DECLARATION OF RESTRICTIVE COVENANTS
 FOR
 POWDER MILL POINTE

THIS DECLARATION of RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 31 day of January, 2008.

WITNESSETH:

WHEREAS, A.C. Wilson is the Developer/Owner (" Developer") of certain real property ("Property") located in Monroe County, Tennessee, conveyed to him by Warranty Deed of record in Warranty Deed Book 314, Page 731, shown on the subject plat of John M. Payne, Tennessee RLS#845, Sterling Engineering, Inc., 1020 William Blount Drive, Maryville, TN 37802, drawing # 5451-BS, Project #SEI#5451, dated July 6, 2006, recorded in Plat Cabinet F, Slide 383, both recorded in the Office of the Register of Deeds for Monroe County; 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 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 Lot(s) 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 Lot(s) 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 existing real property which is and shall be held transferred, and occupied subject to this Declaration is shown on the plat labeled "POWDERMILL S/D" of record in Plat Cabinet F, Slide 383 in the Register's Office for Monroe County, Tennessee, and is the same property conveyed to the Developer by Warranty Deed of record in W.D. Book 314, Page 731, in said Register's Office.

2. **The Developer.** A.C. Wilson, his heirs 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 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. **Land Use.** No lot shall be used except for private, single family residential purposes. No lot shall be used for any other industrial, commercial, professional, manufacturing, or other business purpose. No lot shall contain more than one residential dwelling. No lot shall be used to provide access to other property located outside the subdivision.

4. **Building size and type.** Pursuant to the Architectural Control provisions below, 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 a garage. 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; however, in the event of multi-level construction, the ground floor must contain a minimum of 1200 square feet of indoor heated/cooled living space. Window air conditioning units are prohibited. All foundations must be completely covered by brick, stucco or stone and exterior surfaces must have 25% masonry finish. Exterior coverings and colors must be approved by Developer prior to installation. Exterior colors shall compliment other homes within the subdivision, no loud or bright colors will be allowed on exterior walls or roofs and all metal roofs, if use, shall be earth tones.

5. **Outbuildings.** All outbuildings such as pool houses or storage buildings must be new construction and in harmony with the existing structures in the subdivision.

6. **Driveways.** Driveways must be constructed of concrete or asphalt. It is the owner's responsibility to feather the driveway into the existing street. No drive shall be constructed within 2 feet of any side lot line.

7. **Exterior lighting.** Except for decorative (seasonal) and low voltage lighting, all exterior lighting shall be attached to the main dwelling below the eave line. Any exterior lighting or low voltage lighting may only be installed with advanced approval of the Developer.

8. **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.

9. **Fencing.** Pursuant to Architectural Control provisions below, all fencing must be approved by Developer. Any fencing shall not be taller in height than six (6) feet. No electric, chainlink or barbed wire type fencing shall be permitted. Once erected, the owner must maintain the fence to ensure it does not lean or otherwise become unsightly.

10. **Pools.** No above ground pool may be placed upon any lot, and all in-ground pools must be enclosed by a privacy fence.

11. **Satellite Dishes and Antennas.** All satellite and antennas must be 24 inches or smaller and must be mounted on the dwelling. In-yard pole mounts, tv towers and radio towers are prohibited.

12. **Swings and trampolines.** Swing sets and trampolines must be kept to the rear of the property.

13. **Signs.** No signs of any kind shall be displayed to the public view on any lot except: one professional sign of not more than 1 square foot and/or 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.

14. **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. However one or more lots may be grouped together obliterating adjoining lot lines if application to do so is approved by the Developer.

15. **Easements.** The notes and drawings upon the Subdivision plat(s) shall control as to the existence and use of easements.

16. **Vegetable gardens.** Vegetable gardens must be confined to the rear of the lot and must not be closer than 5 feet from the rear lot line or side lot line. The gardens must be maintained in an attractive fashion and may not be larger than 20% of the total lot size.

17. **Construction (Time frame for completion).** When the construction of any improvements upon any lot has once begun, work thereon shall be pursued diligently and continuously until the full completion thereof. All construction of homes shall be completed within one year of the date of the beginning of construction unless extended by the Developer. The outside of any residence must be completed before occupancy. During construction a motor home or self-contained camper trailer may be placed on the premises

to provide a temporary shelter for the owner or his agent for the convenience of the owner and in order to aid with security during the construction phase.

18. Drainage during Construction. Prior to the beginning of construction at least three (3) inches of crusher run stone shall be applied on intended entrance and be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the main road or adjoining lots. 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 and/or the contractor shall be responsible for keeping the streets used for the delivery of materials and equipment during construction clean of mud, dirt, gravel, spillage, or other debris and unsightly materials. 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.

19. Sanitary Sewer. Any residence constructed in the development must be connected to a sanitary sewer system constructed in accordance with notes and notations on the subdivision plat and all governmental regulations then in effect. There shall not be erected, permitted, maintained or operated any privy, cesspool, vault or any form of privy; and no sewage shall be permitted to be drained into any pond, lake or stream within this property.

20. 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.

21. Lawn maintenance. 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, trash and rubbish, and shall keep such lot, including easements, at all times in a neat and attractive condition. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or disabled vehicles. In the event that the lot owner does not comply with this provision, the Developer has the right to mow vacant lots and bill the owner for reasonable expenses. All lawns must be seeded with grass within one month after completion of construction of a dwelling on any lot.

22. 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 major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage or basement. All recreational type vehicles such as boats, campers, motorcycles, 4-wheelers, etc., must be stored inside a garage.

23. **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.

24. **Architectural Control.** No dwelling, outbuilding or fence shall be placed on any Lot until the plans and specifications have been approved by the Developer as to materials, harmony of exterior 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 sooner occur, at which time the Architectural Control Provisions contained in this Section shall be controlled by a majority of the lot owners. 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 and the related covenants shall be deemed to have been fully complied with.

C. **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.

25. **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 not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time(s) of said Restrictions.

26. **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, with the consent of ALL lot owners, shall have the right to:

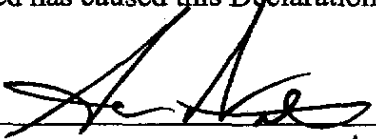
- A. Amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the provisions herein; and
- B. Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained.

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.

27. **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.

28. **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 at first above written.

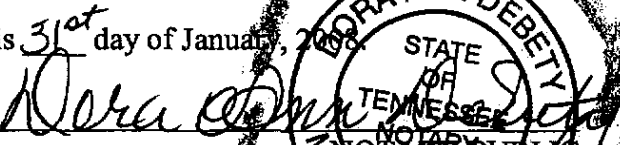
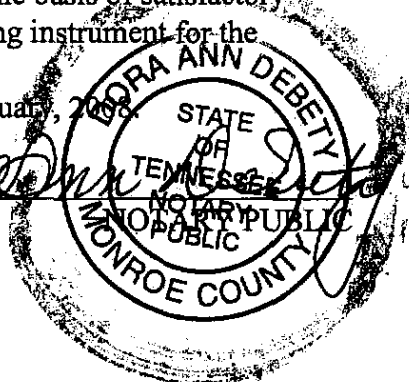


A.C. WILSON

STATE OF TENNESSEE
COUNTY OF MONROE

Personally appeared before me, Dora Ann Debety, a Notary Public in and for said County and State, the within named A.C. WILSON, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal of office this 31st day of January, 2008.

My Commission Expires: 05/18/09.