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This instrument prepared by:  
 Jerry D. Kerley, Attorney at Law  
 204 Parkway  
 Sevierville, Tn 37862  
 06-100/m

RC	5	PG	BA:	92983
	11/06/2006		04:24	PM
VALUE				0.00
HTG TAX				0.00
TRM TAX				0.00
REC FEE				25.00
DP FEE				2.00
REG FEE				0.00
TOTAL				27.00

STATE OF TENNESSEE, SEVIER COUNTY  
 SHERRY ROBERTSON HUSKEY  
 REGISTER OF DEEDS

## DECLARATION OF RESTRICTIONS

### HILLSONG SUBDIVISION

**WHEREAS**, the undersigned are owners of certain lands located in the Fourteenth (14th) Civil District of Sevier County, Tennessee, known as Hillsong and being more particularly described on a plat of record in Map Book 36, page 205 in the Register's Office for Sevier County, Tennessee.

**WHEREAS**, it is part of the development plan of said land that the same shall be restricted according to use and development;

**NOW, THEREFORE**, in consideration of the premises, and for the protection of the present and future owners of lots in Hillsong, the following special covenants and restrictive covenants and restrictive conditions which are hereby made covenants to run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof, and off-conveyances shall be accepted subject to said covenants and conditions.

1. **BUILDING TYPE.** (a) All structures shall be constructed on solid, non-combustible foundations, except porches and decks may be on isolated piers. Outside finish shall be of wood siding, stucco, stone, brick, or better with no exposed common concrete block or cinder block or imitation brick or stone. 80% of the exterior of the house must be brick or stone unless structure is a complete authentic log built structure with foundation of brick or stone. All building materials shall equal or exceed FHA standards. Roofing must have a 6/12 pitch or steeper with architectural shingles or corrugated metal roof not less than 18 gauge with factory painted finish. All shingles must be of 3 dimensional architecture design with a 25 year rating or better.

(b) One out building of a design and construction similar to that of the main residence shall be permitted if it consists of the same construction quality as hereinafter set forth, as said main residence. Any detached out building must be in architectural harmony in appearance with the home and it must be located to the side or rear of the house.

(c) Driveways shall connect to subdivision roads. All driveways shall be paved with concrete, asphalt or brick.

(d) No underground or sod covered houses are allowed.

2. **LAND USE.** All lots shall be used exclusively for single family residential purposes only, and no duplexes, multiple family or group homes are allowed. No mobile homes, doublewides, modular homes, trailers, shacks or tents 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. No lot or any building erected thereon shall at any time be used for any commercial purposes other than an in-house office or business which is otherwise invisible and does not generate any commercial traffic or activity of any kind that would be noticeable or disruptive in a residential setting. Overnight rentals are prohibited.

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 Dwellings." All lots shall be restricted to detached single-family residential use only. A minimum of two-car, attached, enclosed garage must be constructed in connection with each residence.

Furthermore, as to the garage, it shall have doors that close. No finished buildings, including but not limited to outbuildings, shall have exposed concrete blocks showing.

4. DWELLING OR BUILDING SIZE. No residence shall be erected, altered, or permitted to remain on any lot unless the dwelling has a minimum of eighteen hundred (1,800) square feet of indoor heated living space, exclusive of basements, open porches, garages, or storage rooms; provided, however, in the event of multi-level construction (maximum of 2 ½ stories), the ground floor must contain a minimum of one thousand four hundred (1,400) square feet.

5. BUILDING LOCATION. Minimum building setback requirements are twenty (20) feet on the front, ten (10) feet on the sides, and ten (10) feet on the rear. All outbuildings allowed shall be located not nearer than seventy-five (75) feet from the front street property line. It is the intent of the Developers that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks. Any conflicts with the recorded plat, the recorded plat shall rule.

6. 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.

7. ANIMALS. Poultry and livestock are specifically prohibited from being raised, bred or kept on lots, except that dogs, cats or domestic household pets, with the exception of dangerous animals such as pit bulls, chows or Dobermans, may be kept provided that they are not kept, bred or maintained for any commercial purposes. There shall be no kennels. No pet shall be permitted to run at large as to become a nuisance to residents.

8. 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 or side of all dwellings out of sight from the street. There shall be no burning of trash or any other waste materials. No exposed clothes lines are allowed.

(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. All improved lots shall be mowed at regular intervals to maintain a neat appearance. No planting or landscaping shall be placed in such a manner as to obstruct or obscure visibility of traffic.

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

9. 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.

10. UNDERGROUND WIRING AND PIPES, ETC. 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.

11. VENT PIPES AND CHIMNEYS. (i) No vent pipes shall be placed on the front of any house. (ii) All chimneys shall be of masonry (brick or stone). There shall not be a wooden chimney on any structure.

12. SIGNS. No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale and shall be limited to a maximum size of 24 inches by 36 inches.

The subdivision entrance sign is located on Lot 1. The Owner of Lot 1 hereby accepts the responsibility for the maintenance of the entrance sign. The Owners of all

other lots in the subdivision by acceptance of a deed in this subdivision do hereby covenant and agree to pay the Owner of Lot 1 for all costs involved in the maintenance of the subdivision entrance sign which shall be pro-rated equally between all lot Owners, except the Owner of Lot 1, and shall be paid within ten (10) days of the presentment of the bill and the amount due. Further, the Owner of Lot 1 is empowered by all lot Owners to collect these costs and to pursue any legal rights of nonpayment by the Owners of all other lots including the filing of a lien against any lot.

13. FENCE. All permitted fences must be to the rear of the residence. All fences and fence rows must be maintained and kept trimmed. No chain link or wire type fence is permitted. Solid privacy fences are permitted with maximum height of six feet.

14. 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) Boats, campers and motor homes must be stored to rear of property.

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

(d) Recreational vehicles, farm machinery, and all other non-licensed motorized vehicles must be parked out of view from the street.

15. 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.

16. MAINTENANCE OF CONSTRUCTION SITE. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

17. EASEMENTS. Easements of seven and one-half (7 1/2) feet on interior lot lines and fifteen (15) feet on exterior lot lines are reserved along all lot lines for the installation and maintenance of utilities and for drainage, together with such easements as are displayed upon the plat of record.

18. MAILBOXES AND OUTSIDE LIGHTS. Each residence must have an individual free standing mailbox. Mailboxes and posts must be enclosed with masonry materials matching masonry on residence. All outside lights shall be so placed and of an intensity so as not to be an annoyance to any neighbor and must be wired underground.

19. ROADS. All roads to be deeded to Sevier County and will be maintained by Sevier County Highway Department. During construction, at no time shall any contractor or his operator expose the surface of the road to track machines or any other type of equipment which causes surface damage. Any and all road damage will be the responsibility of the landowner for which the contractor is working.

20. RESUBDIVISION OF TRACTS. Reduction of any lot size from recorded plat is prohibited except any lot or lots may be divided for the purposes of increasing the area of a contiguous lot or lots. No lot shall be used as a right of way to another subdivision or other property, provided, however, that this restriction shall not apply to other lands of the Owner/Developer herein and the owner/Developer further reserves the right to waive this restriction.

21. SATELLITE DISHES, POOLS, MISCELLANEOUS. Satellite dishes and television and/or radio antennas 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. All satellite dishes can be no larger than 18 inches in diameter. Only inground pools are permitted. Swimming pools, decks, patios, and their adjacent landscape features may be erected within all rear and side yards only. Yard art, statues, etc. shall be allowed in rear yards only. Maximum flag size to be 3 feet by 5 feet and must be attached to the residence.

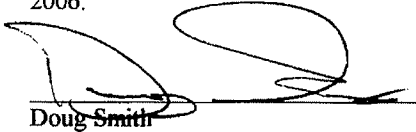
22 AMENDMENTS TO COVENANTS. For as long as developer owns property in any phase of this development, the Developers reserve and shall have the right (i) to amend these covenants, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained, (ii) to 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.

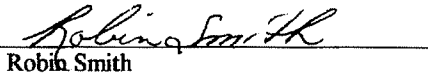
23. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or personal violating or attempting to violate any covenant either to restrain violation or to recover damages. It is expressly understood and agreed that all cost, including reasonable attorney's 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.

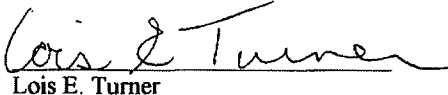
24. TERMS. These restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty (20) years from the date the restrictions are recorded. There shall be no changes in the Restrictions without the written agreement of one hundred percent (100%) of all owners in the subdivision during the initial twenty (20) year period. AT the end of twenty (20) years, the restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the lot owners shall have been recorded within sixty (60) days after the anniversary of any successive period agreeing to change the restrictions in whole or in part. A majority is defined as more than fifty (50%) percent of the lots in the subdivision. There shall be one (1) vote per lot.

25. SEVERABILITY. Invalidation of any of these restrictions by Judgment or Court Order shall in no way affect any of the other provisions.

IN WITNESS WHEREOF, we have set out hands this the 16 day of November, 2006.

  
Doug Smith

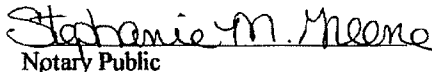
  
Robin Smith

  
Lois E. Turner

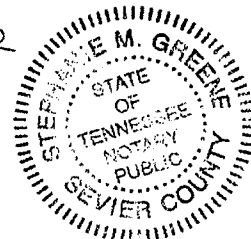
STATE OF TENNESSEE  
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, Doug Smith and wife, Robin Smith, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 16 day of November, 2006.

  
Notary Public

My Commission Expires: 09/28/10



STATE OF VA  
COUNTY OF FAIRFAX

Personally appeared before me, the undersigned, a Notary Public, Lois E. Turner, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 3 day of November, 2006.

Lois E. Turner  
Notary Public

My Commission Expires: \_\_\_\_\_

Hillsong.rest

My Commission Expires  
October 31, 2008

