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3 PGS : AL - RESTRICTIONS	
JOYCE BATCH: 3439	
11/18/2004 - 10:45 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, COCKE COUNTY

LINDA BENSON
REGISTER OF DEEDS

PREPARED BY:

JOHNSON, MURRELL & ASSOCIATES, P.C.
150 COURT AVENUE
SEVIERVILLE, TN 37862

DECLARATION OF RESTRICTIVE COVENANTS OF SONSHINE RIDGE SUBDIVISION – PHASE II

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 15th day of NOVEMBER, 2004, by FRED M. HOLT AND WIFE, VICKI V. HOLT (the "Owners/Developers").

WITNESSETH:

WHEREAS, the Owners own certain real property (the "Property") located in Cocke County, Tennessee, said real property being more particularly described on map of record in **Cabinet D, Slide 82, and filed in Plat Book 11, Page 28 and Book 1176, Page 328**, all in the Register's Office for Cocke County, Tennessee, and incorporated herein by reference; and

WHEREAS, the Owners intend to subdivide the property into a residential subdivision (the "Subdivision") to be known as **SONSHINE RIDGE SUBDIVISION - PHASE II**; and

WHEREAS, it is for the interest, benefit and advantage of the Owners 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 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 Owners and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, 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 Owners for a period of twenty (20) years after the recordation of this instrument (the initial period), at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by the affirmative vote of seventy-five (75%) percent of owners of Lots (then subject to this Declaration), within **Sonshine Ridge Subdivision - Phase II**, 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 majority. Any alteration, modification or amendment shall be in writing, signed by the owners of the respective lots and recorded in the Register of Deeds Office within three (3) months of the anniversary date of the initial period or any successive period of these restrictions. Should any lots be re-subdivided in accordance with the provisions herein, the resulting lots shall also carry one (1) vote. This method of amendment may take place at any time after recordation of this instrument.

1. The use of the land in **Sonshine Ridge Subdivision - Phase II** shall not be restricted except as hereinafter provided, provided however that no illegal, obnoxious, or offensive activity or trade which may be deemed detrimental or annoying to the adjacent landowners shall be permitted.
2. Foundation shall be constructed on solid non-combustible foundation and the outside wall of the foundation must be stucco, stone, fabricated stone, or brick. No exposed concrete block allowed.
3. All lots shall be used for single family residential purposes only and exclusively, and no duplexes, multiple family or group homes are allowed. Residential structures constructed on this property with an outside finish of log or log siding shall contain a minimum of nine hundred (900) total square feet of heated floor space, and must have a minimum 8/12 roof pitch or steeper. Residential structures constructed on this property with an outside finish of any other materials shall contain a minimum of one thousand two hundred (1,200) total square feet of heated floor space, exclusive of basements, open porches, garages, carports or storage rooms, and must have a minimum of 6/12 roof pitch or steeper.
4. No mobile homes, doublewides, trailers, modular homes, shacks or tents shall be used as either temporary or permanent residential or non-residential structures on any lot or parcel. However, newer recreational vehicles (RV's) may be used as a temporary residence not to exceed sixty (60) consecutive days per year, and may not be set up on a permanent basis, nor may wheels be removed for such purpose.
5. All mailboxes in subdivision must be constructed of brick, stucco, stone or wood and must be similar

in appearance to residence.

6. Any outbuilding constructed on this property shall be located at least 50 feet from any street with all exterior walls completed and similar in appearance with the balance of structures. Attached and detached garages are allowed.
7. Once construction has begun, the structure must be completed within one (1) year from commencement of construction. Grading, drainage, construction of residences and driveways on any lot must comply with Tennessee Department of Environment and Conservation guidelines.
8. All residential structures including basements, garages, carports, decks and ancillary outbuildings shall be located at a minimum of 20 feet from any road right-of-way and 10 feet from the lot lines.
9. A 10 foot wide easement along exterior lot lines and a 5 foot wide interior line easement for the installation and maintenance of public utilities are reserved along each side of all lot lines, except in cases where one person owns two and/or more adjacent tracts. In such an event, said easement will not be reserved along interior lot lines.
10. Overnight rental cabins are permitted, but no other commercial activity shall be allowed.
11. No sign of any kind shall be displayed to the public view on any lot except for signs of reasonable size advertising the property for sale or rent or signs used by the Developer, or its designee, to advertise during the Developer's sales and construction period.
12. No lot adjoining roads in Sonshine Ridge may be used for ingress or egress to any property adjoining this subdivision, with the exception of those built and constructed by the Developer, their heirs and assigns. During the phase of 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.
13. All driveways must be gravel or better and have adequate drainage. Driveways must be graveled and sowed, and must have tiles placed within thirty (30) days of installation.
14. The owners of lots in the subdivision shall be responsible for maintenance of the roads in the subdivision until such time that the local governing authority should take over the responsibility for maintaining the roads.
15. There will be no resubdivision of lots in Sonshine Ridge except to combine two or more lots to make a larger lot.
16. No junk yards, outside toilets or inoperable vehicles shall be erected or maintained on this property. No trash or debris is to accumulate such as to cause an odor or an eye sore view. All lots must be kept clean, free from debris and junk at all times.
17. All lots must be properly landscaped upon completion of the residence and as soon thereafter as reasonably practical to insure the natural beauty of **Sonshine Ridge Subdivision - Phase II**.
18. No "on street" parking shall be permitted for boats, campers, jet ski's or any other over the road or off road vehicles in this development.
19. No satellite dishes are allowed which exceed eighteen (18) inches in diameter.
20. Any fencing must be constructed of split rail, vinyl or wood. All fences must be maintained and the fence line kept trimmed. No fence or solid hedge rows shall exceed a height to prevent obstruction of view.
21. All lots shall be utilized for residential purposes only. No swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
22. Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both.
23. 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.

24. 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.

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

Fred M. Holt
FRED M. HOLT
Vicki V. Holt
VICKI V. HOLT

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, **FRED M. HOLT AND WIFE, VICKI V. HOLT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 15th day of NOVEMBER, 2004.

April D. McMahon
NOTARY PUBLIC

My Commission Expires: 10/23/07

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