

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ENGLISH FIELDS**

KNOW ALL MEN BY THESE PRESENTS, that **MARVIN KEYS, JR.,**
and JOE KEENER, hereinafter referred to as the Developers, fee owners of the
following described real estate located in the **Fifth (5th) Civil District of Cocke
County, Tennessee**, and being the real property now duly platted as English Fields,
said plat being of record in Plat Cabinet ^{page} 11, ~~Slide~~ ¹², in the Register's Office
~~Cabinet D Slide 73~~
of Cocke County, Tennessee, to which plat specific reference is here made for a
more particular description, enter into this Declaration of Covenants, Conditions and
Restrictions this the 23rd day of June, 2004.

WITNESSETH:

WHEREAS, Developers are the owners of the above described
property known as English Fields; and,

WHEREAS, Developers desire that the lots in said subdivision be
kept uniform, suitable and that their values and amenities be preserved as an
inducement to prospective owners of such lots; and

WHEREAS, to accomplish this goal the Developers desire to subject
English Fields to the covenants, conditions and restrictions as hereinafter set out.

NOW, THEREFORE, for and in consideration of the values to be
derived by the making hereof the Developers declare that the real property known
as English Fields as shown of record in Plat Cabinet ^{page} 11, ~~Slide~~ ¹², in the
~~Cabinet D Slide 73~~
Register's Office of Cocke County, Tennessee, be held, transferred, sold and
occupied subject to the following covenants, conditions, restrictions and other
provisions, hereinafter referred to in the collective as the covenants, which shall run
with the land:

1. TERM. These covenants are to take effect immediately upon
recordation and shall be binding upon the Developer and all persons and entities
claiming title under and through them until June 1, 2019, at which time the

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covenants may be amended in whole or in part by the affirmative vote of at least eighty (80%) percent of the owners of lots in the subdivision with such amendment or amendments being duly recorded in the Register's Office of Cocke County, Tennessee. In the absence of such amendment, the covenants shall continue in full force and effect.

2. LAND USE. All lots shall be used for single family residential purposes only and exclusively, and no duplexes, multiple family or group homes, trailer, mobile home, motor home or modular building units (as hereinafter defined) are allowed; provided, however, more than one (1) single family residence may be built on each lot if approved by the Cocke County Health Department. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire building, and no such building shall be used for the purpose of a hotel, motel, tourist or motor court or other transient accommodation. Overnight rentals shall be permitted. A residence may be rented in its entirety for any length of time. No lot or any building erected thereon shall at any time be used for the purpose of any trade, business, profession, commercial enterprise or enterprises of any kind for profit.

3. BUILDING TYPE. (a) Dwellings of not more than two (2) stories in height plus basement (if desired) shall be erected on each lot; provided, however, that one (1) out building or a garage 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.

(b) All structure shall be constructed on solid foundations of stone or concrete block faced with stone, stucco, wood or brick, except porches and decks may be on isolated piers. Outside finish shall be weather boarded, painted or better and aluminum or vinyl siding is permitted with no exposed common concrete block, cinder block or imitation brick or stone.

(c) The pitch on each roof shall be a minimum of 5/12 with a porch roof minimum of 3/12 pitch and no rolled roofing is permitted.

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

5. SETBACKS. No structures shall located nearer than thirty (30) feet from the front street property line, fifteen (15) feet from the back property line or 10 feet from any other property line. It is the intent of the Developer that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, mobile home, motor home, modular building units as defined by Tennessee Code Annotated 68-126-303 (6), basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently; provided, however, this shall not apply for the shelters used by the contractor during the construction of the main building, it being clearly understood that these latter temporary shelters may not be used at any time as residences or be permitted to remain on the lot after the completion of construction.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall any- thing be done thereon which may be or may become an annoyance or nuisance to the neighborhood including loud or offensive noises, nor will goods or services be offered for sale to the public from any lot or other property of the subdivision, with exception of a yearly garage sale.

8. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot with the exception of the following:

(a) Dogs, cats, and domestic household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. In no case shall swine or poultry, be considered household pets.

(b) Horses or cattle shall be permitted on a lot; provided, however, no more than one horse or cow per two (2) acres shall be permitted.

All pets hereinabove allowed shall be kept on an owner's lot and shall not be offensive to neighbors.

9. **WASTE AND UNSIGHTLINESS.** 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 of all dwellings out of sight from the street. There shall be no burning of trash or any other waste materials; provided, however, this restriction against burning shall not apply to the burning of trash or other waste material by the contractor during the construction of the main building, it being clearly understood that after completion there shall be no on site burning.

10. **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 vehicle being kept in an enclosed garage.

(b) There shall be no permanent or over-night on street parking allowed.

(c) There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage.

(d) No trucks larger than 1-1/2 ton pickup variety shall be parked in the subdivision, except those reasonably necessary to complete improvements.

(e) Boats shall be parked in garages or basements or stored out of view from the street.

11. **CONSTRUCTION.** (a) When the construction of any improvement upon any lot has once begun, work thereon shall be pursued diligently and continuously until the full completion thereof. Such improvement must be completed within 12 months after the commencement of construction of said

improvement, unless such completion is rendered impossible as the direct result of strikes, fires, national emergency or natural calamities.

(b) No residence constructed on any lot in this subdivision may be occupied prior to its substantial completion.

(c) Landscaping shall be completed on or before sixty (60) days after the completion of construction and no bare spots may be left after excavation or construction of the main residence. All lot areas, including yards and banks, must be sown, sodded or sprigged with grass or landscaped within such sixty (60) day period.

(d) During construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such lot only at such a location as to not interfere with the flow of traffic in the development, and such vehicle shall not be parked any time on the streets and roads of the subdivision, and all construction sites must be kept clean and picked up and debris shall not be allowed to accumulate.

12. EASEMENTS/UTILITIES. Easements of ten (10) feet in width are reserved along all interior lot lines for the installation and maintenance of utilities and for drainage and as shown by the aforementioned plat of record; provided, however, in cases where one (1) person owns two (2) and/or more adjacent lots, said easements will not be reserved along interior lot lines.

All utilities shall be installed underground, and no above ground utility service is permitted.

13. DESTRUCTION. In the event of fire or natural destruction, the subdivision lot and the debris contained thereon is to be cleaned within six (6) months unless prevented by legal circumstances. In such event, such clean-up shall be accomplished as soon as possible.

14. ACCESS TO ADJOINING PROPERTY. No lot in the subdivision shall at any time be used to provide ingress and egress to property located outside the boundary of English Fields.

With Developers prior written consent and the approval of the appropriate governmental authorities, lots in the subdivision may be used to provide easements for water, electricity, sewer or other utilities to property located outside the boundary of English Fields; provided, however, Developers consent may be withheld at Developers sole discretion and without cause.

15. RE-SUBDIVISION. All lots in the subdivision shall be known and described as single family residential lots and shall not be re-subdivided into lots containing less than one (1) acre per lot. Any such re-subdivision shall be approved by the Cocke County Planning Commission and a plat of such re-subdivision shall be placed of record in the Cocke County Register's Office.

The foregoing notwithstanding, modification of residential lot lines may be permitted in order to correct problems caused by encroachments across lot lines, setbacks or utility easements or where both affected lot owners agree and there is no substantial change in the size or character of the residential lots involved.

16. AMENDMENT TO COVENANTS. For so long as the Developers own any lots in the subdivision or a period of ten (10) years, whichever is longer, 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 purpose 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.

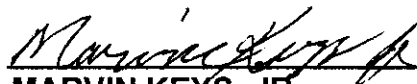
17. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. It is expressly understood and agreed that all cost, including reasonable attorney's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


If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, it shall be lawful for the Developer or any person or persons owning any lot in the subdivision (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereinafter provided by law. The failure of the Developer, their successors or assigns, to enforce any covenant or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these covenants shall be obliged to pay attorney's fees to the successful plaintiff within all actions seeking to prevent, correct or enjoin such violations or in damages suits thereon. All covenants herein contained shall be deemed several and independent, the invalidity of one or more of any part of one shall in no way impair the validity of the remaining covenants or part thereof and shall run with the land and shall be binding in all parties and persons claiming under them.

18. CONFLICT WITH THE RECORDED MAP. In the event any of the terms and provisions of this Declaration conflict with the terms and provisions as shown on the recorded map for English Fields, the terms and provisions of the recorded map shall control.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be duly executed this the day and date first above written.

DEVELOPERS:


MARVIN KEYS, JR.,


JOE KEENER

