

THIS INSTRUMENT PREPARED IN THE OFFICE OF COSTNER & GREENE, ATTY'S.,
315 HIGH STREET, MARVILLIE, TENNESSEE 37804 BY: STEVEN J. GREENE
CAG 7715

RESTRICTIONS FOR NORTHEFIELD SUBDIVISION

PHASE 2

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, THE UNDERSIGNED, CHESTER FRANKLIN IS THE OWNER IN FEE SIMPLE OF ALL LOTS SITUATED IN THE NINTH (9TH) CIVIL DISTRICT OF BLOUNT COUNTY, TENNESSEE, IN WHAT IS KNOWN AND DESIGNATED AS NORTHEFIELD SUBDIVISION PHASE 2, PLAT OF WHICH IS OF RECORD IN MAP FILE 1296 B IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE; AND

WHEREAS, THE UNDERSIGNED IS HERINAFTER KNOWN AND DESIGNATED AS THE "DEVELOPER"; AND

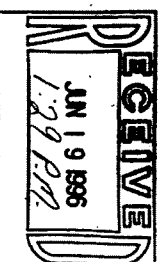
WHEREAS, THE UNDERSIGNED IS DESIROUS OF ENHANCING THE VALUE AND DESIRABILITY OF SAID LOTS IN SAID SUBDIVISION AS RESIDENTIAL SITES BY IMPOSING CERTAIN RESTRICTIVE OR PROTECTIVE COVENANTS AND CERTAIN EASEMENTS ON SAID LOTS.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE UNDERSIGNED HAS FIXED AND DOES HEREBY IMPOSE THE FOLLOWING UNIFORM SET OF RESTRICTIONS REGULATING THE USE AND OWNERSHIP OF ALL THE LOTS IN SAID NORTHEFIELD SUBDIVISION, UNIT 2, TO WIT:

1. LAND USE AND BUILDING TYPE: NO LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES. NO BUILDING SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED, SINGLE FAMILY DWELLING NOT TO EXCEED TWO AND ONE-HALF STORIES IN HEIGHT AND A PRIVATE GARAGE FOR RESIDENTIAL USE ONLY. IF A PRIVATE DETACHED GARAGE IS PLACED ON THE PREMISES, IT MUST BE OF THE SAME TYPE MATERIAL AND CONSTRUCTION OF THE DWELLING.
2. DWELLING QUALITY AND SIZE: THERE SHALL BE NO MOBILE HOMES, (SINGLE OR DOUBLE-WIDER), TRAILERS, MODULAR HOMES OR PRE-FABRICATED HOMES PERMITTED ON SUBJECT PROPERTY. THE HEATED LIVING AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, SHALL NOT BE LESS THAN 1500 SQUARE FEET. THE HEATED LIVING AREA OF THE MAIN FLOOR OF A SPLIT FOYER OR RANCHER SHALL NOT BE LESS THAN 1500 SQUARE FEET. A SPLIT LEVEL DWELLING SHALL NOT CONTAIN LESS THAN 1500 SQUARE FEET OF COMBINED FLOOR SPACE. THE HEATED LIVING AREA OF A ONE-AND-ONE HALF STORY OR HIGHER DWELLING SHALL NOT BE LESS THAN A TOTAL OF 1800 SQUARE FEET WITH A MINIMUM MAIN LEVEL OF 1200 SQUARE FEET. HEATED LIVING AREA EXCLUDES UNFINISHED BASEMENTS, ATTICS AND GARAGES. NO EXPOSED CONCRETE BLOCK SHALL BE PERMITTED ABOVE GROUND LEVEL IN THE CONSTRUCTION OF ANY DWELLING, BUILDING OR WALLS, NOR SHALL ANY EXTERIOR WALL BE OF MATERIALS SIMILAR TO ROLE ASPHALT. ALL EXPOSED FOUNDATIONS SHALL BE FACED WITH BRICK AND/OR STONE.
3. ARCHITECTURAL REVIEW APPROVAL: ANY PROPOSED CONSTRUCTION OF ANY DWELLING SHALL BE PROHIBITED UNLESS THE PLANS OF SAID PROPOSED DWELLING SHALL BE SUBMITTED TO AN ARCHITECTURAL REVIEW COMMITTEE FOR REVIEW AND APPROVAL. THIS COMMITTEE HERINAFTER DEFINED, SHALL BE DIRECTED BY THE OVERALL PURPOSES, SPECIFICATIONS, AND RESTRICTIONS IMPOSED HEREIN, APPLICABLE STATE AND LOCAL AGENCIES, AND TAKE INTO CONSIDERATION THE TOPOGRAPHY OF EACH LOT AND THE ADAPTABILITY OF THE PROPOSED STRUCTURE FOR SAID LOT. APPROVAL SHALL BE GIVEN OR DENIED, IN WRITING, WITHIN TEN (10) DAYS OF THE DATE SAID PLANS AND SPECIFICATIONS ARE SUBMITTED. ALL PLANS AND SPECIFICATIONS ARE TO BE SUBMITTED IN WRITING, VIA REGISTERED OR CERTIFIED MAIL AND SAID PLANS SHALL BE DEEMED SUBMITTED UPON RECEIPT BY THE ARCHITECTURAL REVIEW COMMITTEE. FAILURE OF THE COMMITTEE TO RESPOND, IN WRITING, TO THOSE WHO SUBMIT SUCH PLANS AND SPECIFICATIONS, SHALL BE DEEMED AS AN APPROVAL OF SAID PROPOSED STRUCTURE.

225

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224

4. ARCHITECTURAL REVIEW COMMITTEE: THE ARCHITECTURAL REVIEW COMMITTEE SHALL BE COMPOSED OF THREE PERSONS WHO SHALL BE APPOINTED BY THE DEVELOPER. THE DEVELOPER SHALL SERVE AS THE INITIAL MEMBER OF SAID COMMITTEE UNTIL SUCH TIME AS THE DEVELOPER APPOINT OTHER INDIVIDUALS TO COMPRISE SAID COMMITTEE. APPROVAL FOR VARIANCE FROM THE TERMS OF THE COVENANTS STATED HEREIN WILL NOT BE UNREASONABLY WITHHELD. HOWEVER, THE ARCHITECTURAL REVIEW COMMITTEE SHALL HAVE FULL POWER AND AUTHORITY TO DENY PERMISSION FOR CONSTRUCTION OF ANY DWELLING THAT IN ITS OPINION DOES NOT MEET THE REQUIREMENTS AND/OR ACCOMPLISH THE PURPOSES WHICH WERE INTENDED BY THESE RESTRICTIONS, INCLUDING, BUT NOT LIMITED TO AESTHETIC APPEAL AND UNIFORMITY OF CONSTRUCTION IN THE SURROUNDING LOTS OF SUBDIVISION.

IN THE EVENT THE ARCHITECTURAL REVIEW COMMITTEE HAS DENIED PERMISSION FOR A VARIANCE OF CONSTRUCTION FROM THE EXPRESSED TERMS OF THE RESTRICTIONS, THE LOT OWNER MAY REQUEST A REVIEW OF THE DECISION OF THE ARCHITECTURAL REVIEW COMMITTEE BY AN ARBITRATION PANEL OF FIVE MEMBERS OF THE MARYVILLE-ALCOA HOMEBUILDERS ASSOCIATION, WHO ARE IN GOOD STANDING WITH SAID ORGANIZATION. THE LOT OWNER MAY DESIGNATE HIS OR HER CHOICE OF TWO BUILDERS; ARCHITECTURAL REVIEW COMMITTEE MAY DESIGNATE ITS CHOICE OF TWO BUILDERS, AND THOSE FOUR BUILDERS SHALL AGREE TO DESIGNATE A FIFTH BUILDER TO SERVE ON THE ARBITRATION PANEL. SAID ARBITRATION PANEL SHALL REVIEW THE PLANS AND SPECIFICATIONS SUBMITTED FOR VARIANCE AND MAKE A DECISION AS TO WHETHER THE VARIANCE SHOULD BE ALLOWED, USING GUIDELINES WHICH ARE IMPOSED UPON THE ARCHITECTURAL REVIEW COMMITTEE. IT SHALL BE AGREED THAT THE DECISION OF THIS COMMITTEE SHALL BE FINAL AND BINDING UPON ALL PARTIES.

5. OUTSIDE WIRING: ALL OUTSIDE WIRING FOR THE DWELLING, BUILDINGS, OR ANY OTHER STRUCTURES SHALL BE PLACED UNDERGROUND. NO OVERHEAD OUTSIDE WIRING OF ANY TYPE SHALL BE PERMITTED.

6. AIR CONDITIONING UNITS: NO WINDOW AIR-CONDITIONING UNITS SHALL BE INSTALLED IN ANY RESIDENCE OR BUILDING SO AS TO BE VISIBLE FROM A PUBLIC STREET.

7. TEMPORARY STRUCTURES: NO METAL OUTBUILDINGS, NO STRUCTURE OF A TEMPORARY CHARACTER, INCLUDING BUT NOT LIMITED TO TRAILERS, BASEMENTS, TENTS, SHACKS, GARAGES, OR OTHER BUILDINGS, SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. ALL TRAILERS, BOATS, TRUCKS, CARS, ETC. SHALL BE KEPT, MAINTAINED OR STORED IN A GARAGE OR BASEMENT. ALL RESIDENTIAL CONSTRUCTION SHALL BE COMPLETED TWELVE (12) MONTHS FROM COMMENCEMENT.

8. SIGNS: NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET ADVERTISING THE DWELLING OR LOT FOR SALE OR RENT, OR SIGNS USED BY A BUILDER TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD. NOTHING CONTAINED HEREIN SHALL LIMIT THE DEVELOPERS FROM POSTING SIGNS ADVERTISING LOTS IN THE DEVELOPMENT FOR SALE.

9. FENCES: ANY FENCE CONSTRUCTED WITHIN TEN FEET OF A PROPERTY LINE MUST BE LIMITED TO FIVE FEET AND MUST BE APPROVED BY ALL PARTIES OWNING LAND WITHIN TEN FEET OF SAID FENCE. FENCES SHALL NOT ENCRORCH PAST THE FRONT OF THE DWELLING. NO CHAIN LINK FENCES SHALL BE ALLOWED.

10. NUISANCES: NO NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON OPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

11. ANIMALS: NO ANIMALS, LIVESTOCK, OR POULTRY OF ANY KIND SHALL BE KEPT, USED OR BRED ON ANY OF SAID LOTS EITHER FOR COMMERCIAL OR PRIVATE PURPOSES, EXCEPT THE USUAL DOMESTIC PETS, PROVIDED THAT THE SAME ARE NOT ALLOWED TO RUN AT LARGE AND DO NOT OTHERWISE CONSTITUTE A NUISANCE TO THE NEIGHBORHOOD. DOGS WILL BE ALLOWED BUT NO MORE THAN TWO DOGS SHALL BE KEPT ON A SINGLE BUILDING LOT FOR THE PLEASURE AND USE OF THE OCCUPANTS ONLY, NOT FOR ANY COMMERCIAL BREEDING USE OR PURPOSES.

HOWEVER, IF THE DOGS SHOULD BECOME DANGEROUS OR ANY ANNOYANCE OR NUISANCE IN THE NEIGHBORHOOD OR NEARBY PROPERTY, OR DESTRUCTIVE, THEY MAY NOT THEREAFTER BE KEPT ON THE BUILDING LOT. NO DOGS SHALL BE ALLOWED OUT OF AN ENCLOSED UTILITY YARD, EXCEPT THOSE ON A LEASH AND ACCOMPANIED BY THEIR OWNERS.

12. MAILBOXES: ALL MAILBOXES MUST BE SUPPORTED ON A FOUR INCH SQUARE POST WITH A CANTILEVER OF THE SAME MATERIAL TO SUPPORT THE BOX. ALL MAILBOXES SHALL BE OF SIMILAR DESIGN. ALL DWELLINGS SHALL DISPLAY A STREET NUMBER AT THE FRONT OF EACH LOT WHERE IT CAN BE OBSERVED FROM THE STREET.

13. SIGHT DISTANCE AT INTERSECTIONS: NO FENCE, WALL, HEDGE, OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES BETWEEN 2 AND 7 FEET ABOVE THE ROADWAYS SHALL BE PLACED OR PERMITTED ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINE CONNECTING THEM AT POINTS 25 FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN 10 FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT. NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

14. ANTENNAS, ETC. NO SATELLITE DISHES, RADIO TOWERS OR VISIBLE TELEVISION ANTENNAS SHALL BE PERMITTED ON ANY LOT.

15. EASEMENTS: EASEMENTS TO EACH INDIVIDUAL LOT FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED AS SHOWN ON THE RECORDED PLAT. THE GRANTING OF THIS EASEMENT OR RIGHT OF ACCESS SHALL NOT PREVENT THE USE OF THE AREA BY THE OWNER FOR ANY PERMITTED PURPOSE EXCEPT FOR BUILDINGS. A RIGHT OF PEDESTRIAN ACCESS BY WAY OF A DRIVEWAY OR UPON LAWN AREA SHALL ALSO BE GRANTED ON EACH LOT FROM THE FRONT LINE TO THE REAR LOT LINE, TO ANY UTILITY COMPANY HAVING AN INSTALLATION IN OR ON THE EASEMENT. A FIVE FOOT DRAINAGE AND UTILITY EASEMENT IS RESERVED FOR ALL INTERIOR LOT LINES WHERE NOT OTHERWISE PROVIDED, 10 FOOT DRAINAGE AND UTILITY EASEMENT AT THE REAR LOT LINE.

16. THE DEVELOPER SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO FROM TIME TO TIME TRANSFER AND ASSIGN TO, AND WITHDRAW FROM, SUCH PERSON, FIRM OR CORPORATION AS HE SHALL SELECT, ANY OR ALL RIGHTS, POWERS, PRIVILEGES, AUTHORITIES AND RESERVATIONS GIVEN TO OR RESERVED BY THE DEVELOPER BY ANY PART OR PARAGRAPH TO THESE COVENANTS AND RESTRICTIONS.

17. TERM: THESE COVENANTS ARE TO RUN WITH THE LAND, SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING THEM FOR A PERIOD OF TWENTY-FIVE (25) YEARS FROM THE DATE COVENANTS ARE RECORDED, AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED, AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

18. ENFORCEMENT: THE DEVELOPER, ARCHITECTURAL REVIEW COMMITTEE, OR ANY OWNER, SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL RESTRICTIONS, CONDITIONS, COVENANTS, AND RESERVATIONS, IMPOSED BY THE PROVISIONS OF THESE RESTRICTIONS. FAILURE BY THE DEVELOPER, ARCHITECTURAL REVIEW COMMITTEE OR ANY OWNER TO ENFORCE ANY COVENANT OR RESTRICTION HEREIN CONTAINED SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. ANY VIOLATOR WILL BE HELD FULLY RESPONSIBLE FOR ALL LEGAL EXPENSES ENCOUNTERED BY THE DEVELOPER, ARCHITECTURAL REVIEW COMMITTEE, OR ANY OWNER, TO RESTRICT SUCH VIOLATION.

19. SEVERABILITY: INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

227

IN WITNESS WHEREOF the said First Party hereunder set his hand and seal on this the 19 day of June, 1996.


CHESTER FRANKLIN

STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, CHESTER FRANKLIN, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Blount County, this 19th day of June, 1996.


Notary Public

My Commission Expires: 11-5-97

