

DECLARATION OF RESTRICTIVE COVENANTS
HIGH PINE RIDGE

The undersigned (hereinafter “Developer”), being the owner of all the land embraced within “High Pine Ridge” as shown on plat of survey prepared by Thomas Todd Grayson, T.R.L.S. No. 1346 of Appalachian Land Survey Company, P.O. Box 410, Mountain City, Tennessee 37683 which plat is recorded in the Register’s Office for Johnson County, Tennessee in Plat Cabinet _____, Slide _____ do hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

1. The undersigned, for itself, its successors and/or assigns hereby reserve an easement for installation and maintenance of all necessary or proper public utilities and drainage facilities. Developer also reserves an easement for natural drainage as natural drainage courses now exist and no subsequent purchaser or lot owner shall obstruct any drainage course. Further, the undersigned reserves an easement over and across the private road serving said subdivision for the purpose of additional development on land now owned or hereafter acquired by

the undersigned, its successors and/or assigns, however, as a condition of lot ownership the undersigned shall sell any such lot with the requirement that any such lot owner shall be required to join the High Pine Ridge POA, Inc. This easement privilege for future development is for the benefit of the undersigned, its successors and/or assigns and does not inure to the benefit of any other lot owners.

2. All lots shall be used for single family, residential purposes only, and no duplexes or other multi-family uses are allowed. No lots shall be used for business or commercial use. Houses may be leased but no short-term rentals, for periods of less than six (6) months, shall be allowed.

3. Each lot owner must begin construction of the residence within five (5) years from the date the developer initially closed on said lot and in the event that construction has not begun within five (5) years the lot owner shall be obligated to offer said lot back to Developer at the same price as the purchase price as sold by Developer to such lot owner, plus five (5%) percent; however, Developer shall have the discretion to decline to repurchase the lot in his sole discretion.

4. Every residence constructed upon said lot shall have 1,200 minimum square feet (heated living area) for the first floor and 2,000 minimum total square feet (heated living area) for a two story house. Each residence shall be of high-quality construction with high-quality exterior. Vinyl siding is not permissible. The exterior of each house, including roof material, shall be earth tone. No bright colors shall be allowed unless prior written consent of Developer is obtained first. No basic straight roof houses will be constructed. No house shall be more than two stories tall above ground. There shall be no fences erected without prior written consent of Developer. All building sites shall be kept clean while under construction.

5. No mobile homes, single or double wide, can be used on a permanent basis. A temporary trailer 36 feet long or less or a motor home may be used while constructing a new home for a period not to exceed nine (9) months from commencement of the construction.

6. No building shall be constructed or erected on any tract that is closer than 20 feet to any property line.

7. No garage, guest quarters, temporary building or other out building

shall be erected on any lot with roof or outside walls of material or color different from those used in the house or residential dwelling erected on such lots. No such buildings may be built unless there is a corresponding residence contemplated by section 2 built or being built contemporaneously on such lot.

8. Each lot must be mowed and maintained, however, wooded areas may remain natural. No trash, garbage or other refuse may be thrown or dumped on any vacant lot, street, or right-of-way in this subdivision.

9. No junk, stored or inoperable vehicles or machinery shall be placed or stored upon any of said lots in or around any structure located thereon unless the same be housed.

10. All vehicles parked on any lot must have current tags, along with wheels and be operable.

11. No satellite dishes or antennas of any nature or use which rise more than two feet above the highest point of the dwelling structure shall be installed or permitted.

12. All sewage from the residences constructed on lots within the subdivision shall be disposed of in a septic tank of a size, location, and standard

approved by the Tennessee Board of Health and/or other appropriate authorities or through an established and approved sewage disposal and treatment service system.

13. No offensive or obnoxious activity shall be carried on upon the property. "Offensive or obnoxious" activity shall include, but is not limited to, a public nuisance per se and shall include any behavior which is inconsistent with both the reasonable pleasurable use of the property by the property owners and their reasonable expectation of use of the property. Excessively noisy behavior, disrespect of the rights of others, flashing or excessively bright lights, racing or loud vehicles, and significantly loud electronic music distractions shall not be allowed. Any other similar unreasonable behavior curtailing or likely to curtail the reasonable pleasurable use of the property or endangering the health of any lot owner, visitor, or other shall be prohibited.

14. No signs of any kind shall be displayed to the public view.

15. No fences shall be erected across the existing roadway easement .

16. The exterior of all buildings and other structures must be completed within twelve (12) months after construction of a particular building or

structure has commenced, except where such completion is impossible or would result in great hardship to the property owner due to strikes, fires, national emergency, or natural disaster which are beyond the control of the property owner. Houses and other dwelling structure may not be temporarily or permanently occupied until the exterior thereof has been fully completed.

17. Any and all driveways serving as access into any lot shall be paved. All grading, embankments, and drainage involved and/or created by driveway construction will be seeded and/or mulched to prevent erosion. Approved erosion control devices (silt fence or other) shall be installed below graded area for the home site and septic field.

18. The road shown on the plat of "High Pine Ridge" recorded in the Register's Office for Johnson County, Tennessee in Plat Cabinet _____, Slide _____, has labeled thereon "Private Maintained A 40' R/W". Said road shall be constructed by declarant owner to the appropriate standards of the Johnson County Planning Commission. Further, declarant owner shall place a water line from the well located on Lot _____ generally parallel to said road which will extend to each lot for future lot owners to hook onto for the purpose of

obtaining water from said well. Thereafter, after initial installation of said water line and after initial completion of the road to the standards of the Johnson County Planning Commission all upkeep, maintenance and/improvements to said well, pipelines, water system or road shall be paid one-seventeenth (1/17th) each by each lot owner, to be paid promptly when incurred. A simple majority vote of the lot owners will determine the necessity and extent of any upkeep, maintenance or improvements. Each lot shall be sold subject to an easement for the 40' wide right-of-way road and the water system as developed and each lot owner shall have an easement for ingress and egress to their respective lot over and across said 40' wide right-of-way and shall have an easement to obtain water from the well situate upon Lot 4 to be piped to each respective lot.

19. Where a driveway entrance crosses a ditch line to adjoin an existing public roadway, a corrugated metal culvert with a minimum diameter of 12 inches must be installed, or such diameter in excess of 12 inches if necessary to carry the water.

20. No lots shall be subdivided, or its boundary lines changed.

21. No lot may be used as a street or right-of-way to any adjoining

property except with written consent of Developer.

22. No fuel tanks or similar storage receptacles may be exposed to view.

23. No live trees measuring in excess of 8 inches in diameter at ground level may be cut down without approval of the Developer, including those trees to be cut prior to the construction of any building.

24. Any outside lighting placed upon any lot, whether lawn or otherwise, shall be approved by the undersigned. The purpose of said restriction being to preclude the lumination of adjacent lots.

25. No motorcycles, three wheelers, all terrain vehicles or motor-powered bicycles or scooters shall be permitted within the property for recreational purposes; however, licensed motorcycles may drive on roads within the property to and from specific lots owned.

26. No lot may be owned by more than three individual joint tenants or tenants in common. Ownership by a husband and wife by tenancy by the entirety shall be considered one individual.

27. There shall be no permanent parking on or adjacent to roads.

28. No cattle, hogs, poultry, rabbits or other animals may be kept on any

part of this property nor shall there be any kennels for harboring, raising or training any nature of animal nor shall such activity be carried on in or from any house which may be constructed on said property. Nothing contained herein shall prevent a homeowner from having a domestic cat or dog, however, any lot owner owning or controlling more than three animals kept or harbored on the premises of said lots shall be deemed to be a kennel and shall be deemed in violation of these restrictive covenants.

29. If any house were to suffer a fire or other disaster the house must be cleaned up within sixty (60) days thereafter.

30. Each lot owner shall take reasonable steps to prevent damage to the subdivision roadway and asphalt. Each lot owner shall be responsible and liable for the replacement or repair of any damage done by any lot owner or their agents to the roadway and/or asphalt. (Examples: bulldozer or other heavy equipment tracks, trucks breaking edges of pavement etc.)

31. It is anticipated that a Property Owner's Association will be formed and each property owner is required to be a member of said association and shall pay dues as assessed from time to time by the Association and otherwise abide

by all the terms and conditions of the Association.

32. The Developer reserves the right to amend these Restrictions at any time before the Property Owner's Association is formed, or grant waivers thereof.

33. The Developer reserves the right to cut any tree or trees on any lot or lots which Developer in its sole discretion may desire for the purpose of developing and/or maintaining views.

34. These restrictions may be enforced by the undersigned Developer or the Property Owner's Association, once formed, or any owner of any lot (hereafter "the enforcer"). In the event of a violation or breach of any of these Restrictive Covenants or any part thereof by any property owner, or agent of such owner, the enforcer shall have the right to proceed at law or in equity to compel the compliance of the breaching lot owner or to prevent the violation or breach of the terms contained herein. In addition to the aforesaid, the enforcer, shall have the right to enter upon any lot where any violation of any of the terms and conditions contained herein exist and summarily abate or remove violation at the expense of the lot owner, if after thirty (30) days written

notice from the enforcer, to the lot owner, said lot owner has not corrected said violation. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any of the terms and conditions herein, regardless of how long the violation has continued, shall not be deemed a waiver of the right to enforce said terms and conditions thereafter and shall not act as a bar to the enforcement of any and all said terms and conditions. The invalidity of any of said terms, conditions and restrictions contained herein by any Court shall not affect the enforce ability of any the remaining terms, conditions and restrictions and said remaining terms, conditions, and restrictions shall have full force and effect.

35. Each lot owner in High Pine Ridge shall become a member of High Pine Ridge Property Owner's Association once the same has been formed. The Association may be formed at any time, at the discretion of the Developer, however, once seventy five (75%) percent of lots of Phase I of High Pine Ridge have been sold, the Property Owner's Association shall at that point in time be formed and at the time of such formation the High Pine Ridge Property Owner's Association shall succeed to all of the rights and privileges of the Developer

herein under these restrictions and restrictive covenants, but only as to that phase of the subdivision actually sold. The expense of formation of the Property Owner's Association shall be paid by the Association and the Association shall have the right to assess dues therefor.

36. The undersigned hereby declares said restrictions.

T C HOLDINGS, LLC, DEVELOPER

BY: _____
TOM COOK, MEMBER

STATE OF _____:
COUNTY OF _____:

Before me _____, of the State and County
aforementioned, personally appeared _____, with
whom I am personally acquainted, and who, upon oath, acknowledged
themselves to be Developers of T C HOLDINGS, LLC, the within named
bargainor, a corporation, and that he as such Member, executed the foregoing
instrument for the purpose therein contained, by signing the name of the
corporation by himself as Member.

WITNESS my hand and seal, this the ____ day of _____, 2007.

NOTARY PUBLIC

My Commission Expires:
