

This instrument was prepared by
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**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
WHITE OAK BLUFFS, LLC DEVELOPMENT IN LEWIS COUNTY, TENN.**

KNOW ALL MEN BY THESE PRESENTS:

That White Oak Bluffs, LLC, fee owner of the real property platted as a subdivision, as said plat is now recorded in the Register's Office of Lewis County, Tennessee, and incorporated herein by reference, hereby makes the following declarations as to limitations, restrictions, and uses to which the lots constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, as provided by law, and shall be binding on all parties and all persons claiming under them, and for all the benefit of and limitations upon all future owners in said subdivision, this declaration of restrictions being designed for the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use as herein specified:

- 1) There shall not be erected or maintained on any lot within this subdivision, as structure of any kind other than one single-family dwelling and suitable accessory buildings or ground improvements, such as garage, garden house and trellises. No garage or accessory building shall be used as living quarters, except for domestic employees, and such garage or accessory building shall not be use or occupied as living quarters prior to the erection of the dwelling. All garages must be built on the rear half of the lot or attached to the house.
- 2) Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public and private, as well as for any public or private utility or function deemed necessary and/or expedient by the undersigned for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot, and ten (10) feet along the side of every lot, and within the right-of-way of any roads located on the plat.
- 3) All dwellings and accessory buildings shall be of modern architecture and of a design compatible with other like buildings situated in said subdivision. The exterior of same shall be either of brick, stone (manufactured or natural) or wood-paneled with brick or stone masonry, or aluminum or vinyl siding. No boxed-type construction shall be permissible, and all dwelling houses shall contain at least five (5) rooms in addition to bath; no outdoor privies are permissible. All accessory buildings and garages must be in the same general design and exterior of the main dwelling. Construction must be completed

within 6 months from commencement. All construction shall be to Southern Building Code, CABO or ANSI standards or higher.

- 4) No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from the adjoining lot or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence should, if possible, be maintained at no greater than five (5) feet.
- 5) The laws of the state of Tennessee, the County of Lewis, as well as the rules and regulations of their administrative agencies and officials now or hereinafter in effect with regard to sewage disposal, water supply and sanitation, are hereby incorporated and made a part hereof, and any State, County or City official having the administrative duty to inspect the property of the subdivision, shall have the license to enter upon the property of the subdivision from time to time to make any such inspection.
- 6) No commercial husbandry of either animals or fowls shall be conducted or maintained upon any property of this subdivision; provided, however, that house pets shall be excluded from this restriction, not to exceed 5 total pets.
- 7) No mobile home or “manufactured housing,” as same is defined by Tennessee Code Annotated § 55-1-105 and § 68-126-303(6), shall be allowed on any lot. No lot shall be used as a junkyard or auto graveyard. No duplex or apartment-type buildings will be allowed. No recreational vehicle shall be visible from the road. No vehicle repairs on property or commercial repairs (operating as a business on the property).
- 8) No dwelling shall be constructed on a lot less than 9,000 square feet.
- 9) All dwellings shall contain a minimum of 1,500 square feet of living area, in addition to porches and garages.
- 10) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 11) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. After construction is completed, any such sign is to be immediately removed.
- 12) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All

incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

- 13) No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Tennessee Public Health Authority. Approval of such system as installed shall be obtained from such authority.
- 14) No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements and standards of the Tennessee Public Health Department or other administrative agency having jurisdiction thereof. Approval of such system as installed shall be obtained from such applicable authorities.
- 15) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- 16) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these 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.
- 17) Enforcement 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, and may be maintained by any owner of property in the subdivision.
- 18) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force an effect.
- 19) No part of the restricted property shall be further divided after the sale of any such portion by the undersigned. The undersigned reserves the right to further divide any portion of the restricted property to any sale thereof. Thereafter, no owner, or owners of any said portion shall further divide their lot or parcel, unless a lot is divided to be combined with another lot to make a larger lot.

- 20) No quarrying or mining operation of any kind (including oil development operations) shall be permitted upon or in any lot.
- 21) No apartment house, store, shop, boarding house or other commercial building shall be built, erected or maintained on any of said lots.
- 22) No permanent electric service may be installed, connected, and activated until the dwelling on the lot being served by said electric service is completed on the exterior. Temporary or construction electric service may be installed and activated prior to the completion of the exterior.