

DECLARATION OF RESTRICTIONS

ALLENSVILLE RIDGE

BY

CALTENCO, INC.

OWNER

RECORDED

OFFICIAL RECORDS

REGISTER OF DEEDS

SEVIER COUNTY, TENNESSEE

WHEREAS, CALTENCO, INC., a Tennessee Corporation, as the Developer of ALLENSVILLE RIDGE, located in the Fifth (5th) Civil District, Sevier County, Tennessee desires to place certain covenants and restrictions upon the use of the land shown on the plat and desires that said covenants and restrictions shall run with the title to the lots and parcels which are hereby restricted as follows:

1. The lots in the subdivision shall be used exclusively for single-family residential purposes only.

2. The said premises or any building erected thereon shall not at any time be used for the purpose of any trade, business, profession, commercial enterprise or enterprises of any kind for profit. The Developer reserves the right to merchandise and promote said premises on site, using whatever lands and buildings to do so.

3. No lot shall be re-subdivided or divided so as to make a lot smaller than that shown on said plat of this subdivision.

4. No residential structure shall have less than 800 square feet of heated living space. This does not include storage space, garages, carports, patios or decks. All size restrictions apply on one floor.

5. Exteriors of all structures in this subdivision shall be of weather board or equivalent, stone or brick. There shall be no exposed cinder, shalite or cement blocks on any said structure. There shall be roofing material on the residential structures of 20-year bonded shingles or better. All driveways must be paved, concreted or better.

6. No building shall be erected or placed nearer than 15 feet from the back boundaries, 10 feet from side boundaries, and 25 feet from the front boundary. Developer reserves the right to determine side, front, and back boundaries for all corner lots and their respective set-backs.

7. An easement of five (5) feet in width along all side lot lines, and eight (8) feet along all rear lot lines is reserved for the installation and maintenance of water, sewer, telephone, electric, and other transmission lines or services. The granting of these easements shall not prevent the use of the area by the owner for any permitted purpose except building. Further, Lots number one (1) and number ninety-three (93) will have additional easements reserved for the installation and maintenance of lift stations. A legal description for said easements will be described in the Warranty Deeds for Lots 1 and 93.

8. No illegal, noxious or offensive activity shall be carried on upon this property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or upon the value of any neighboring property.

9. No mobile homes, no trailers, no portable homes, and no outside toilets shall be brought onto any lot in this subdivision. Further, no old buildings shall be moved upon or reconstructed upon any lot in this subdivision. This is not to exclude permanent homes of modular construction which otherwise comply with these restrictive covenants.

10. No motorized vehicle that is incapable of operating shall be parked on this property at any time.

11. No part of this property shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. All rubbish, waste or garbage shall be placed in sanitary containers and promptly removed from the premises. The use of incinerators shall not be allowed on this property.

12. No outbuildings other than a garage for not more than two automobiles, and a portable storage building with a solid foundation shall be erected on this property unless permission is given in writing by the Developer.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on this property except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes and further provided that they cause no nuisance. Said household pets to be restrained on leashes, or kept within a fenced area at all times.

14. No sign of any kind shall be displayed to the public view on any land covered by these restrictions except that one sign of not more than 5 square feet advertising the property for sale by the builder, owner, or realtor. Developer reserves the right to install display signage to advertise and promote the subdivision.


15. If any of the restrictions or covenants contained herein shall be violated or an attempt to violate said restrictions or covenants it shall be lawful for any person or persons owning real property covered by these restrictive covenants to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction either to prevent him or them from so doing or to recover damages for such violation, or both.

16. Invalidation of one or more restrictions shall not affect the validity or enforceability of the restrictions which remain.


17. 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 twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

CALTENCO, INC., DEVELOPER

BY:


Stephen A. Gunn, President

ATTEST:


Sandra W. Gunn, Sec.

STATE OF TENNESSEE)

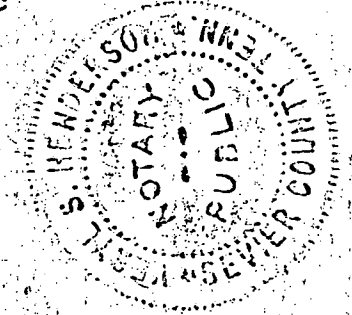
COUNTY OF SEVIER)

Before me, Veryl S. Henderson, a Notary Public in and for the State and County aforesaid personally appeared STEPHEN A. GUNN, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of CALTENNCO, INC., the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation as President.

Witness my hand and seal, at office in said State and County this 14th day of April, 1978

Veryl S. Henderson
Notary Public

My commission expires 4-21-80



Prepared By:

Caltennco, Inc.

Stephen A. Gunn, President

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in

Note Book 26 Page 95 At 12:50 clock P. M., 4-14 1978

Item No. 1884; Recorded Misc Book 57 Page 55

State Tax _____ Fee _____ Recording 8.00, Ct. House Fund 1.00

Total 9.00 Receipt 8317

Witness My Hand

Veryl S. Henderson

Registrar