

State of Tennessee, County of WASHINGTON
Received for record the 15 day of
JULY 2003 at 9:30 AM. (REC# 326134)
Recorded in official records
film Roll 341 Image 679- 681
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 17.00, Total \$ 17.00,
Register of Deeds GINGER B. JILTON
Deputy Register TERESA BOWMAN

RESTRICTIONS
HIGHLAND PARC SUBDIVISION, PHASE 2

ROLL 341 IMAGE 679

WHEREAS, **S & R REALTY, INC.**, a Virginia Corporation; **MIKE DAVIS** and **JOHN P. SQUIBB, JR.** (hereinafter collectively referred to as the "Developer") hereby declare that they are the owners and developers of property known as **HIGHLAND PARC SUBDIVISION, PHASE 2** (hereinafter referred to as "the Subdivision"), the use of which they propose to restrict by this instrument; and

WHEREAS, a map or plat of the said Highland Parc Subdivision, Phase 2, comprised of Lots 1 - 37, inclusive, is of record in the Register's Office for Washington County, Tennessee, in Plat Book 18, page 181; and,

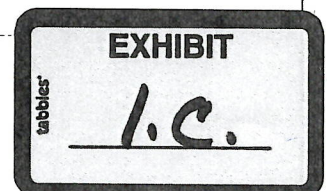
WHEREAS, it is the intention and purpose for the benefit and protection of the Developer and the purchaser or purchasers of lots in the Subdivision, and in order to establish a sound value for the lots in the Subdivision, to record these restrictions and easements so that they will be binding and enforceable and of public record. NOTHING HEREIN CONTAINED SHALL, HOWEVER, BE CONSTRUED AS BEING APPLICABLE TO ANY PROPERTY OTHER THAN THE LOTS, AS SHOWN ON THE MAP HERETOFORE REFERRED TO, NOR SHALL THESE RESTRICTIONS BE APPLICABLE TO ANY OTHER PROPERTY OWNED BY DEVELOPER.

NOW, THEREFORE, in consideration of the premises and the purpose herein set out, Developer binds themselves, their heirs and assigns, to impose the following covenants that run with the land or lots as heretofore referred to and being the same protective and restrictive

PREPARED BY:

**BRANDT
and
BEESON, P.C.**

Attorneys at Law
206 PRINCETON ROAD
SUITE 25
JOHNSON CITY, TN 37601
Telephone (423) 282-1981



covenants heretofore provided for Highland Parc Subdivision dated August 29, 2002, of record in Roll 287, Image 2249 as amended by Amended Restrictions for Highland Parc Subdivision dated February 26, 2003, in Roll 315, Image 2043, in the Register's Office for Washington County, Tennessee, which protective and restrictive covenants are incorporated herein by reference as fully as if copied verbatim.

IN WITNESS WHEREOF, the Developer have executed this Declaration of Restrictions on this the 14th day of July, 2003.

S & R REALTY, INC.

BY: Randell Ervin

LANDELL ERVIN

Mike Davis

MIKE DAVIS

JOHN SQUIBB, JR.

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned notary public, of the State and County aforesaid, personally appeared Randell Ervin, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself or herself to be Secretary of S & R Realty, Inc., the within named bargainor, a corporation, and that he or she as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself or herself as such officer.

PREPARED BY:

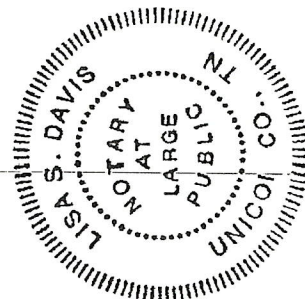
BRANDT
and
BEESON, P.C.

Attorneys at Law
206 PRINCETON ROAD
SUITE 25
JOHNSON CITY, TN 37601
Telephone (423) 282-1981

WITNESS my hand and seal at office in the State and County aforesaid on this the 14th day of July, 2003.

Lisa S. Davis
Notary Public

My Commission Expires: 1-30-05



STATE OF TENNESSEE
COUNTY OF WASHINGTON

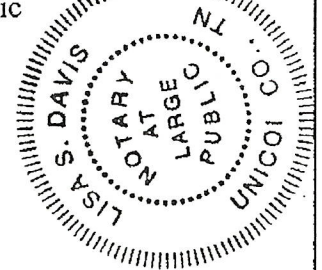
Personally appeared before me, the undersigned Notary Public in and for said County and State, MIKE DAVIS, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 14th day of July, 2003.

Lisa S. Davis

Notary Public

My Commission Expires: 1-30-05



STATE OF TENNESSEE
COUNTY OF WASHINGTON

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

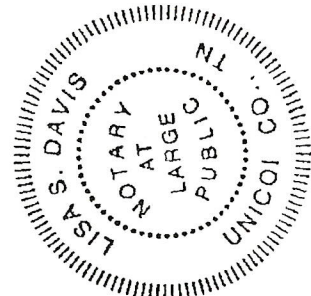
WITNESS my hand and seal on this the 14th day of July, 2003.

Lisa S. Davis

Notary Public

My Commission Expires: 1-30-05

F:\NetDocs\Lisa\Subdivisions\Highland Parc Phase 2.wpd



PREPARED BY:

BRANDT
and
BEESON, P.C.

Attorneys at Law
206 PRINCETON ROAD
SUITE 25
JOHNSON CITY, TN 37601
Telephone (423) 262-1981

PROTECTIVE COVENANTS OF HIGHLAND PARC SUBDIVISION

The undersigned, being the owner of all of the land embraced in Highland Parc Subdivision, of which is shown on map or plat recorded in Plat Book 17, page 181, does hereby declare that the Protective Covenants, reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property as follows:

RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved as shown on the recorded plat.

2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any natural drainage course.

GENERAL RESTRICTIONS

3. These restrictions shall be effective until January 1, 2022, and shall automatically be extended thereafter, provided, however that the owners of the majority of the square foot area of the lots may, after January 1, 2022, and after one year notice to all property owners therein, release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the Register of Deeds for Washington County, Tennessee, after January 1, 2022.

4. This property shall be used for residential purposes only, and no building or structure shall be erected thereon to be used for the purpose of any trade, manufacture or other business. There shall be no mobile homes, single or doublewide, trailers.

5. Only one residence and/or structure shall be constructed on each lot (no more than two stories above the ground, basement excluded). In addition, the undersigned, its successors and assigns, may re-plat or further subdivide any lots it may own upon approval of the planning commission or other appropriate governmental authority.

6. The word "house" or "residence" as used herein with reference to building lines shall include galleries, porches, port-cocherers, steps, projections and every other permanent part of the improvements, including roofs.

7. No garage or servants house or storage or out building shall be erected on any lot in said subdivision with roof or outside walls of material or color different from those used

THIS INSTRUMENT WAS PREPARED BY:

Blue Ridge Title
P.O. Box 3376
J.C. TN

EXHIBIT

tabbles®

1.a

in the house or residence erected on such lot; and no storage shed shall be placed or maintained on any lot with a color different from that used on the residence erected on such lot.

8. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, street or right of way in this subdivision.

9. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line unless approved by the undersigned. The exterior of all improvements started on said land must be completed immediately.

10. Grass, woods and vegetation on each lot sold shall be kept mowed by the owner at regular intervals so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants, which die, shall be promptly removed from property.

11. No signs, billboards, posters or advertising devices of any character shall be erected on this property without the written consent of the undersigned, and such consent shall be revocable at any time; except one for sale sign with a surface square footage of 3 square feet, or less, on each side, shall be permitted in order to aid in the sale of any lot and/or residence.

12. No cattle, hogs, poultry, rabbits or other animals or dog kennels may be kept on any part of this property unless written permission is obtained from the undersigned. Such permission shall be revocable at any time.

13. All driveways shall be paved using machine asphalt, hot mix or concrete.

14. The undersigned may make other restrictions applicable to each lot by appropriate provision in the contract or deed.

15. Violation of any restriction, condition or covenant herein shall give the undersigned the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed trespassing.

16. If garage, servants' house or any other outbuilding is made an integral part of the residence, or is connected thereto in a manner approved by the undersigned upon submission of plans and specifications, the setback

distances from front and sidelines of lot will then automatically become identical with those stipulated for the residence itself.

17. The purchaser or subsequent owner of any lot in said Subdivision shall not construct or maintain any fence, trellis or arbor on the front portion of any lot beyond back of house.

SIGHT DISTANCE AT INTERSECTION

18. No fence, wall, shrub or hedge planting which obstructs sign lines at elevations between 2 and 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 line connecting them at point twenty-five feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of the driveway or alley pavement. No intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

DISTANCE OF IMPROVEMENTS FROM PROPERTY LINES

19. The house or residence, garage, servants' house or other outbuildings on each site in this subdivision must not be nearer to the property lines than the building setback lines shown on the plat and must not be nearer to any side property lines than that amount required by the local Planning Commission and/or shown on said plat.

SIZE AND STYLE OF DWELLINGS

20. All house plans, materials, and square footages must be approved by the undersigned developers.

21. The purchaser or subsequent owner of any lot controlled by these restrictions shall not begin construction of any dwelling or other improvements on said lot until the plans for such dwelling or improvements have been approved by the undersigned developer or its agents, successors or assigns, and all such plans must further comply with all of the protective covenants contained herein and all of the municipal codes and zoning requirements which are applicable.

22. The undersigned developer, and its successors and assigns, shall have the right to modify the restrictions contained herein with reference to the size of living area of any house, location of setback or sideline restrictions of any of the improvements, and the direction which such improvement shall take, to such extent as they may deem in the best interest of Highland Parc Subdivision, as a whole.

23. No chain link fence is allowed in any form, such as fences, dog lots, etc. Only wooden fence are allowed. Homeowners must apply to Developer in writing and receive approval prior to constructing any fence. Failure to do so may require the fence to be removed if Developer see fit.

24. All houses and out building must have 3 tab.or architectural shingles, no metal roofs are allowed. No cinder block allowed for finished outside walls.

25. All persons responsible for construction of houses are also responsible to form, pour and finish sidewalks along the city streets to meet the requirements of the City of Johnson City.

26. No satellite dishes more than four feet (4') wide are allowed. Gas tanks are to be concealed and out of sight.

27. All common areas will be turned over to the homeowners when seventy five (75%) of all lots are sold, or whenever Developer deems appropriate. All common areas shall be the responsibility of the Homeowner's Association.

ENFORCEMENT

28. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate those covenants shall further be responsible for all court costs, attorney's fees and other reasonable expenses in preparing for litigation and in the litigation itself.

SEVERABILITY

29. Invalidation of any one of these covenants by judgment or Court shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, the undersigned has hereunto caused its name to be written on this the 29 day of August, 2002.

Michael A. Erwin
 + [Signature]
 by Randall Erwin
S+R REALTY, INC

STATE OF TENNESSEE
COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainors, _____, and with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument as their free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the _____ day of _____, 2002.

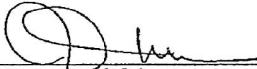
Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainor, MIKE DAVIS, and with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the 29th day of August, 2002.



Notary Public

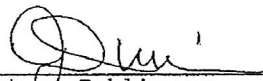
My Commission Expires: 1-27-2004



STATE OF TENNESSEE
COUNTY OF WASHINGTON

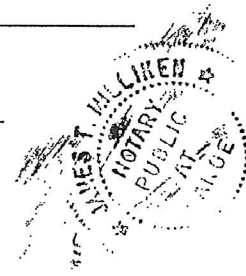
Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainor, JOHN SQUIBB, JR., and with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the 29th day of August, 2002.



Notary Public

My Commission Expires: 1-27-2004

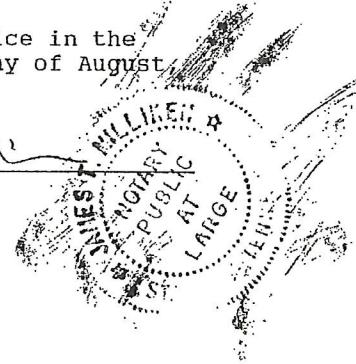


STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned authority, a Notary Public, of the state and county aforementioned, personally appeared RANDALL ERWIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be secretary of the S & R Realty, Inc., the within named bargainor, a corporation, and that he as such secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as secretar.

Witness my hand and official seal, at office in the State and County aforesaid on this the 29th day of August, 2002.


NOTARY PUBLIC



My Commission Expires:

1-27-2004

State of Tennessee, County of WASHINGTON
Received for record the 30 day of
AUGUST 2002 at 2:22 PM. (RECH 295847)
Recorded in official records
film Roll 287 Image 2249-2255
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 37.00, Total \$ 37.00,
Register of Deeds GINGER B. JILTON
Deputy Register AMY WILLIS

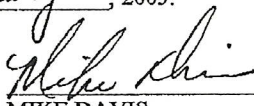
**AMENDED RESTRICTIONS
FOR HIGHLAND PARC SUBDIVISION**

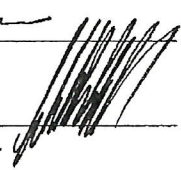
The undersigned, being the owners and developers of Highland Parc Subdivision, recorded Restrictions of record in Roll 287, Image 2249 and Plat in Plat Book 17, Page 181 in the Office of the Register of Deeds for Washington County, Tennessee, are hereby amended as follows:

In addition to the restrictions already recorded, the following are added.

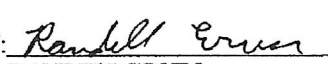
1. No house or residence containing less than 1800 square feet of living space, excluding porches, garages, or unfinished basements, shall be constructed on any lot.
2. No split-foyers shall be constructed on any lot.
3. No drawn brick or stone shall be used. No stucco shall be used. The front of the residence shall contain one-third brick or stone above the foundation.
4. At least two developers must approve all plans prior to construction.
5. Mail boxes and paper boxes must be masonry construction to match home or black rod iron construction.

This the 26th day of February, 2003.


MIKE DAVIS


JOHN SQUIBB, JR.

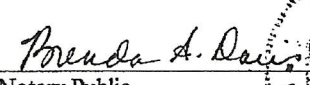
S & R REALTY

BY: 
RANDELL ERVIN

STATE OF TENNESSEE
COUNTY OF WASHINGTON

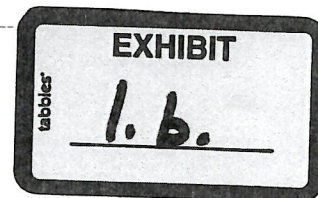
Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainor, MIKE DAVIS, and with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the 26th day of February, 2003.


Notary Public



My Commission Expires: April 24, 2006



STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainor, JOHN SQUIBB, JR., and with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument as his free act and deed for the purposes therein contained.

Witness my hand and official seal at office in the State and County aforesaid on this the 26th day of February, 2003.

Brenda A. Davis
Notary Public

My Commission Expires: April 24, 2006

STATE OF TENNESSEE
COUNTY OF WASHINGTON

Before me, the undersigned authority, a Notary Public, of the state and county aforementioned, personally appeared RANDELL ERVIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be secretary of the S & R Realty, Inc., the within named bargainor, a corporation, and that he as such secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as secretary.

Witness my hand and official seal, at office in the State and County aforesaid on this the 26th day of February, 2003.

Brenda A. Davis
Notary Public

My Commission Expires:

April 24, 2006



THIS INSTRUMENT WAS PREPARED BY:

Brenda A. Davis
704 C. Suncrest Dr.
Gray TN 37615

State of Tennessee, County of WASHINGTON
Received for record the 26 day of
FEBRUARY 2003 at 1:40 PM. (RECH 312148)
Recorded in official records
film Roll 315 Image 2043-2044
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00,
Register of Deeds GINGER B. JILTON
Deputy Register TERESA BOWMAN