

THIS INSTRUMENT WAS PREPARED BY:

Lawrence Counts

RESTRICTIONS AND RESERVATIONS FOR

Sunset

THE MEADOWS

Johnson City, TN.

BEING PHASE 5, HIGHLAND PARC SUBDIVISION

DECLARATION OF RESTRICTIONS FOR The Meadows, being Phase 5 of Highland Parc Subdivision, a subdivision in Washington County, Tennessee, as shown by plat recorded in Plat Book 21, Page 172, in the Office of the Register of Deeds for Washington County, Tennessee.

GOUGE, LITTLE AND ASSOCIATES, the undersigned owners of all the land embraced in THE MEADOWS, Phase 5, Highland Parc Subdivision, (hereafter sometimes referred to as "subdivision"), 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:

#### RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in The Meadows, Phase 5, Highland Parc Subdivision, shall ever be used as a street.
4. Lot owners will need to contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent (NOI) for Storm Water Discharge.

#### GENERAL RESTRICTIONS

1. Use.

The lots within the Subdivision (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, or temporary building, outbuilding, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garage which shall be for the use only of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, must be constructed in design and materials in a manner identical with the residence and must be approved by the undersigned or their designee.

## 2. Structures — Materials.

Residences shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes of which they are incorporated into the residence. Exteriors of any structure, including residences, garages, and boundary and concealment walls, shall not be constructed of concrete blocks, cinder blocks, or materials of similar appearance, nor shall artificial, simulated, fake, or imitation materials be used. This prohibition specifically excludes, by way of illustration but not limitation, simulated brick, stone, or other exterior facing. Vinyl shake siding is permitted, vinyl lap siding is not permitted. At least fifty percent (50%) of the front façade of all dwellings shall be constructed of brick or stone. Driveways shall be constructed of concrete.

## 3. Structures — Size and Shape.

One-story residences shall not have less than 1,700 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two-story residences shall not have less than 2,200 square feet with 1,200 or more on the first floor, exclusive of open porches and garage. Neither bonus rooms nor finished basements shall count toward square footage requirements.

## 4. Approval of Plans.

(a) For the purpose of further ensuring the development of THE MEADOWS, Phase 5 of Highland Parc Subdivision, as an area of high standards, the undersigned or their designee hereby reserves the right and power to approve the buildings, structures, and other improvements and landscaping placed on each lot, which approval shall not be unreasonably withheld, as well as to make such exceptions to these restrictions as the undersigned or their designee shall deem necessary and proper. Developer, or its successors and assigns, shall have the right to limit the number of repetitive house plans for lots in this subdivision.

(b) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or the successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plat plan have been approved in writing by the undersigned or their designee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plat plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or their designee, shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or their designee shall fail to approve or disapprove the plans and

specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

5. Designee.

The undersigned may appoint one or more persons as their designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided. After ALL of the lots have been conveyed, all privileges, powers, rights and authority to approve or disapprove as provided in this restriction may be exercised by and vested in a committee to be selected by developer.

6. Subdivision and Addition of Lots.

Each lot, as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or their designee.

7. Setback Lines.

Setback lines shall be as required by applicable governmental regulation.

8. Fences, Walls, Outbuildings, Tanks, Garbage Cans, and other Structures.

(a) No improvements or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed or maintained on any building site.

(b) Any and all tanks for use in connection with any residence constructed in THE MEADOWS, Phase 5 of Highland Parc Subdivision, including tanks for the storage of fuels, must be buried in accordance with this paragraph. All garbage cans, equipment, coolers, and storage piles must be walled-in in accordance with this paragraph sufficiently to conceal them from the view of neighboring lots, roads, or streets.

(c) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite dish antennas, Citizen Band, and Amateur Radio antennas, and television broadcast antennas shall not be on the front of the house or in front of the house, and shall be landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(d) Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall

construction are restricted in accordance with Paragraph 2 above. No boundary wall shall be constructed with a height of more than six feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location therefore shall have been approved in writing by the undersigned or their designee. The heights or evaluations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the undersigned or their designees.

(f) No fence shall be constructed on any lots unless and until the plans and materials have been approved by the undersigned or their designee in writing. Fences must be complimentary to the design and materials used in constructing the residence.

(g) All drives must be concrete.

(h) The developers have pre-selected a style of mailbox and all mailboxes shall be this style.

(i) All wiring must be underground from pole to house.

#### 9. Native Growth, Vegetation, and Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. Grass, and shrubbery on each lot, shall be removed and trimmed at regular intervals to maintain a neat and attractive appearance. Trees, shrubs, vines, and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his or her obligations hereunder, the undersigned or their designee may cause the work to be performed and the lot owner shall be obligated for such cost. In the event native growth is removed or injured in violation hereof, the owner shall replace the same.

#### 10. Signs.

No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. Three (3) signs of not more than six (6) square feet advertising the property for sale or rent, or signs customarily used by a builder to advertise the property during the construction and sales period, may be displayed for a reasonable length of time.

#### 11. Nuisances.

Except as provided in Paragraph 12 below, no cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed

by hedges, lattice work, concealment walls, or screening approved by the undersigned or their designee. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or their designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors, shall be allowed or kept upon any lot. Nor shall anything, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks and motorcycles, designed, intended or actually used for off-road purposes of track racing, dirt bike racing, motor-cross racing, or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars, and trucks and loud motorcycles. No recreational vehicles, boats, campers, trailers, etc., shall be allowed to be placed or parked on the property. This prohibition is not intended to prohibit factory standard on- and off-road four-wheel drive recreational vehicles.

#### 12. Pets.

Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed two (2) of any species or three (3) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice.

#### 13. Water Simply.

No individual water supply systems, including wells, shall be permitted.

#### 14. Remedies for Violations-Invalidations.

For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or their designee, or by virtue, of any judicial proceedings, the undersigned or their designee, and the lot owners, or any of them individually or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent by injunction the violation or breach of any of them. In addition to the foregoing right, the undersigned or their designee shall have the right, whenever there shall have been built on any lot any

structure which is in violation of these restrictions, to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate or remove the same at the expense of the owner, and any such entry and abatement or removal shall not be deemed as trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no wise shall affect any of the other Reservations and Restrictions but they shall remain in full force and effect. In the event that the undersigned or their designee incurs any expense in the prevention, abatement, or removal of any violation of these Reservations and Restrictions, and/or incurs any expense in connection with enforcement, at law or in equity of compliance with these Reservations and Restrictions, such expense, including reasonable attorney's fees, shall be a lien in favor of the undersigned or their designee upon the subdivision lot containing the violation or breach.

15. Effective Dates.

These restrictions shall be effective until May 31, 2064, and shall automatically be extended thereafter provided, however, that the owners of the majority of the of the lots in THE MEADOWS, Phase 5 of Highland Parc Subdivision, and after a 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 May 31, 2064.

16. Modification by Developer.

The undersigned shall have the right to modify the above restrictions to the extent necessary during development of the subdivision, such modification shall be recorded.

17. Homeowners Association.

(a) For the purpose of maintaining common areas in THE MEADOWS, Phase 5 of Highland Parc Subdivision, every lot owner, in accepting a deed or contract for any lot in THE MEADOWS, Phase 5 of Highland Parc Subdivision, agrees to and shall be a member of and be subject to the obligations, including the obligations to pay dues, of the duly enacted Bylaws and rules of the Highland Parc Homeowner's Association, a nonprofit corporation, and shall pay annually or monthly, as the association determines is necessary, his or her pro-rate share of the cost of carrying out the purposes of the Homeowner's Association which prorated share shall be an assessment which may become a lien upon the property of the owners of lots within THE MEADOWS, Phase 5 of Highland Parc Subdivision. The Highland Parc Homeowner's Association shall be the entity responsible for enforcement of the covenants and restrictions contained in this

Declaration; provided that nothing contained herein, or in the bylaws of the Homeowner's Association, shall be deemed to deprive any lot owner in THE MEADOWS, Phase 5 of Highland Parc Subdivision of the right to enforce this Declaration. However these Restrictions and Reservations supercede all previous Reservations and Restrictions recorded for earlier phases of the Highland Parc Subdivision. After development, the Homeowner's Association shall be the entity responsible for enforcement of the Covenants and Restrictions, provided that nothing contained herein, shall be deemed to deprive any lot owner of the right to enforce these Covenants and Restrictions.

(b) If a lot is owned by more than one person, all co-owners may share the privileges of such membership, subject to reasonable regulations by the Association's Board and subject to the restrictions on voting set forth in the bylaws and all such co-owners shall be jointly and severally obligated to perform the responsibilities of lot owners.

(c) Each lot owner, other than the Developer, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the various assessments established by the Restrictions and Covenants. The initial, annual, and special assessments, together with interest and all costs of collections, including, but not limited to, reasonable attorney's fees, shall also be the personal obligation of the lot owner at the date of the assessment. The personal obligation for delinquent assessments shall not pass to a lot owner's successors in title unless expressly assumed by them, but the lien shall continue against the land.

(d) Any assessments not paid within thirty (30) days after the due date shall become a lien on such lot and shall be subject to a reasonable late charge in an amount to be established by the Board of the Homeowner's Association from time to time, and shall bear interest from the due date at the rate of ten percent (10%) per annum (or the highest allowed by law). The association may bring an action at law against the lot owner personally obligated to pay the assessment and/or may foreclose the lien against the lot which foreclosure shall be in the same manner as is provided in T.C.A. 35-5-101, et seq. for foreclosure action, as trustees, either of whom may act without the other, for the purpose of foreclosing the lien for unpaid assessments. Each lot owner is hereby deemed to have conveyed to the President and Vice-President of the Association his or her interest in the lot for purposes of securing these liens simultaneously with their acquisition of title. As each assessment is paid in full, the conveyance shall be deemed to be void as to such assessment but shall nevertheless continue as to future assessments so long as such lots are subject to this Declaration. In the event the Homeowner's Association is required to take any action to collect the assessment, the Homeowner's Association shall be entitled to recover, as an element of damages, its attorney's fees and costs incurred as a result of such collection efforts.

(e) The lien of the assessments on any lot provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed on the lot and held by a

bona fide holder. The sale or transfer of any lot pursuant to a bona fide mortgage or deed of trust foreclosure or any bona fide proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof or relieve the transferring lot owner from his personal liability for the unpaid assessments at the time of such transfer.

(f) The Association shall set the assessment to an amount necessary to accomplish the purposes of the Homeowner's Association.

18. Phase/Subdivision. Each phase of THE MEADOWS, Phase 5 of Highland Parc Subdivision shall be considered a part of the entire subdivision with all rights, privileges, and obligations to any common properties, facilities, etc., provided by being a member of the Homeowner's Association.

19. Abdication of Approval Rights.

The Developer may, but shall not be required to, abdicate to the Homeowner's Association the rights reserved to the Developer herein, including, without limitation, the right to approve plans or designs, upon the sale of all lots. The Developer shall abdicate to the Homeowner's Association the rights reserved to the Developer herein, including, without limitation, the right to approve plans and designs, upon sale of one-hundred percent (100%) of the lots in the subdivision.

IN WITNESS whereof, the undersigned have executed this instrument on this the 11th day of December, 2015.

GOUGE, LITTLE & ASSOCIATES

  
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RON GOUGE, Partner

  
\_\_\_\_\_  
MATTHEW LITTLE, Partner



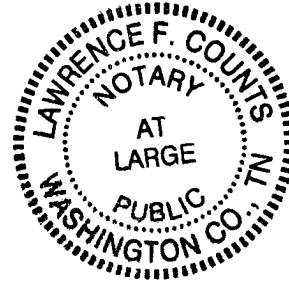
STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned a Notary Public within and for said State and County, duly commissioned and qualified, Ron Gouge and Matthew Little with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged themselves to be the Partners of Gouge, Little, and Associates, the within named bargainor, and that they as such Partners, being authorized to do so, executed the foregoing instrument, for the purposes therein contained by signing the name of the Partnership by themselves as such Partners.  
WITNESS by hand and seal at office this 11th day of December, 2015.

  
NOTARY PUBLIC

My Commission Expires:

5-29-2018



ROLL/IMG: 888/1342-1350

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9 PGS:AL-RESTRICTIONS

TERESA BATCH: 132826 12/11/2015 - 11:07 AM

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, WASHINGTON COUNTY

**GINGER B. JILTON**

REGISTER OF DEEDS