



Mallard Bay Property Owners Association
673 Mallard Baye Road
Rutledge, TN 37861
June 9, 2011

PROTECTIVE AND RESTRICTIVE COVENANTS OF MALLARD BAYE SUBDIVISION
SCANNED, CLEANED UP, AND CONVERTED TO WORD AND PDF FORMATS FOR
DISTRIBUTION VIA THE MALLARDBAYE.COM WEBSITE

The scanned documents contained within this file originated from Bacon, Dugger, Jessee, & Perkins, Attorneys at Law in Morristown, Tennessee. The documents were obtained by the Mallard Baye Property Owners Association from the Grainger County Registrar of Deeds in Rutledge, Tennessee.

Mallard Baye Subdivision was developed in seven phases. Each phase has slight variations in Protective and Restrictive Covenants. Selected lots may have specific restrictions based on their location. The phases and associated lots are listed below.

PHASES AND THEIR ASSOCIATED LOTS

Phase 1: Lot 1-31, 72, 76-91

Phase 2: Lot 32-75, 92

Phase 3: Lot 93-117

Phase 4: Lot 118-126

Phase 5: Lot 127-151

Phase 6: Lot 152-161, 182-195

Phase 7: Lot 162-181, 196-209

You may obtain a copy of the Mallard Baye Protective and Restrictive Covenants, and plat maps from:

Grainger County Registrar of Deeds
Highway 11W
Rutledge, TN 37861
Phone: (865) 828-3523

The MBPOA Board of Directors want to do our very best to serve our community. It's our objective to provide oversight of the Protective and Restrictive Covenants, maintain our common areas, complete projects to enhance our community, and provide activities to nurture a warm, caring, neighborly atmosphere.

With warmest regards,

The MBPOA Board of Directors

Mallard Bay Subdivision Phase Map



PROTECTIVE AND RESTRICTIVE COVENANTS OF

MALLARD BAYE SUBDIVISION

PHASE 1 AND 2

WHEREAS, Don Bunch is the owner and developer of the subdivision known as Mallard Baye Subdivision located in Grainger County, Tennessee, which has been subdivided and a map or plat of Phases 1 and 2 of said subdivision is of record in the Register's Office of Grainger County, Tennessee, in Plat Book 3, at Page 117, and Plat Book - Page 118, and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owner and the purchaser or purchasers of a lot or lots in Phases 1 and 2 of said subdivision and in order to establish a sound value for these lots, to restrict said subdivision by this instrument and to record these restrictions so that they may be **binding and enforceable and of public record.**

NOW, THEREFORE, in consideration of the premises and for the purposes therein set out, Don Bunch does hereby bind himself, his successors and assigns, and impose covenants that run with the land or lots in said subdivision herein above referred to as follows:

1. These covenants take effect immediately and shall be binding on all parties and all persons claiming under them until September 1, 2015, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the lot owners it is agreed to change said covenants in whole or in part.

2. Any violation of these restrictions by any grantee, his heirs, assigns, or successors in interest shall be subject to proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and said proceedings may be brought by

STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in
Str. Title Commission
Title Insurance Company
Notary Public for Tennessee
My Comm. Expires 12/31/11

grantors, their heirs, assigns or successors in interest, or by any resident of Mallard Baye Subdivision, Phase 1 and 2, to prevent any violation and/or to recover damages for such violation or violations.

3. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. A maximum of one single-family residence shall be built on any lot, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and a private garage, except as may be permitted and approved by the Developer in accord with paragraphs 14 and 15 of these restrictions.

5. No building shall be located on any lot nearer to any street line than thirty (30) feet, except Lots 2Ji through 35 the setback line shall be 75 feet. No building shall be located nearer than ten (10) feet to any interior lot line except that no side street setback shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back lines.

6. No noxious or offensive trade or 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.

7. No trailer, mobile home or shack shall be permitted on any lot. No garage or tool shed shall be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence.

8. A perpetual easement of five (5) feet is reserved along the lot lines for utilities and installation, maintenance and repair of same, and for necessary drainage.

9. No sign of any kind shall be displayed to the public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the contractor to advertise the property during the construction and sales period.

10. No animals or livestock of any kind shall be raised, bred or kept on this lot, except any dogs, cats or household pets may be kept provided they are not kept, bred or maintained for commercial purposes .

11. No lot shall be used or maintained as a dumping ground for rubbish trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

12. No ranch type or one story houses shall be permitted with less than 1,400 square feet finished on the main level or 1250 square feet finished on the main level with an attached garage of at least 300 square feet. Split-foyer style homes shall have a minimum of 1,200 square feet finished on the main level and a minimum of 600 square feet finished on the lower level. Two story dwellings shall have a minimum of 1,800 square feet finished on both levels with no attached garage or a minimum of 1,400 square feet finished on both levels with an attached garage with a minimum of 300 square feet. Requirements as to one and a half story homes shall be the same requirements as stated above for two story homes.

13. There shall be no exposed concrete blocks allowed in any part of a dwelling exterior.

14. All detached garages and permitted out buildings shall have an exterior constructed of the same materials as the dwelling house, and the exterior design shall be the same as the dwelling.

SEE NEW PARAGRAPH 15 ON PAGE 7

~~15. No building may be commenced on any lot until the owners of the lot, either directly or by and through his agent, shall have submitted to the developers of the subdivision the house plan, setting out the interior, exterior, building details and floor plan for the approval and/or rejection by developer, the purpose of this restriction being that of preventing duplication and/or excessive duplication of the same style, floor plan, decor of the various houses to be restricted in the subdivision. Developer shall likewise have the right to approve and/or disapprove brick design or colors before brick are laid or installed on any dwelling, the purpose of this restriction being likewise to prevent duplication and/or excessive duplication of the exterior of the residence.~~

16. Landscaping on each residence lot shall include a minimum of 15 trees and/or shrubs, except that in a situation where one dwelling occupies more than one lot only the minimum of 15 trees and/or shrubs shall be required.

17. The placement of any satellite dish or receiver shall be approved by the developer.

18. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside a garage or carport attached to the main residence or within an approved utility building. No wheeled vehicle or boat may be left parked on any street in the subdivision for more than forty-eight hours.

19. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner/developer has set his hand this j day of October , 1991.


DON BUNCH, OWNER/DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, He 3\ , a Notary Public in und for the state and county a,fo_r_e_s_a...id-;,-DO-;:N7'''''';B=u;7N;-:CH , with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office h{.: ai-i: .? nty, this day of September, 1991.

W* r p n v p l \ { , L I , ,

My commission expires: r.L . & .)993

AMENDMENT TO PROTECTIVE AND RESTRICTIVE PH1-2P6
COVENANTS TO MALLARD BAYE SUBDIVISION -
PHASE I AND II

WHEREAS, Don Bunch is the owner of all of the lots and tracts in Mallard Baye Subdivision located in Grainger County, Tennessee, Phases I and II, a plat of Phase I of said subdivision is recorded in Plat Book 3, Page 117 and a plat of Phase II of said subdivision is recorded in Plat Book 3, Page 118, both recordings in the Register's Office of Grainger County, Tennessee, and

WHEREAS, Don Bunch as sole owner of all of the lots in said subdivision desires to amend the restrictive covenants heretofore placed on said subdivision, Phase I and Phase II, which restrictive covenants are of record in Instrument Book 175, Page 153 in the Register's Office of Grainger County, Tennessee.

NOW THEREFORE, Don Bunch hereby amends said restrictive covenants heretofore imposed on said subdivision by adding a paragraph number 20 which shall be as follows:

"20. All driveways on lots in said subdivision, Phase I and Phase II, shall be paved with either asphalt or concrete."

IN WITNESS WHEREOF, the undersigned owner has set his hand this 11th day of October, 1991.

DON BUNCH: OWNER

STATE OF TENNESSEE
COUNTY OF HAMBLETON

Personally appeared before me, **R. J.** a Notary Public in and for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this 11th day of October, 1991.

PJ&..f
NOTARY PUBLIC

My commission expires: 10/1/91

STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in

STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in
Book 51-1050-125 Page 10-18-91
268

AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS OF
MALLARD BAYE SUBDIVISION PHASES ONE AND TWO

WHEREAS, Don Bunch is the owner and developer of the Subdivision known as Mallard Baye Subdivision located in Grainger County, Tennessee, which has been sub-divided and a map or plat of Phases One and Two of said subdivision is of record in the Register's Office for Grainger County, Tennessee in Plat Book 3, page 117 and Plat Book 3, page 118; and

WHEREAS, Don Bunch placed restrictions on all lots in said subdivision which restrictions are of record in Instrument Book 175, page 153 in the Register's Office for Grainger County, Tennessee, and Don Bunch is now desirous of amending said restrictions as to lots not heretofore sold. The lots heretofore sold in Phase One are Lots 12, 13, 15, 31, 72, 88 (along with a 4.04 acre tract which adjoins said Lot 88). The lots heretofore sold in Phase Two are Lots 32, 33, 51, 52, 53, 54, 55, 56, 59, 69, 70 and 71.

This amendment to the restrictions shall apply to the remaining lots in Phases One and Two of said subdivision which are owned by Don Bunch.

NOW THEREFORE, Don Bunch hereby amends the protective and restrictive covenants of record in Instrument Book 175, page 153 in said Register's Office by striking paragraph 15 of said restrictive covenants and inserting a new paragraph 15 which shall be in words and figures as follows:

15. For the purpose of insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides

THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, Jessee & Perkins
1135 WCS! Third North Street

and from all points of view, the developer shall reserve the exclusive power and discretion to control and approve all the buildings, structures, landscaping and other improvements and the location of such on each building lot in the manner and to the extent set forth herein. No building shall be erected, placed, altered, or permitted to remain on any lot on the development until the building plans, which plans will also include all landscaping plans and building specifications, including exterior colors and the plot plans showing the locations of said buildings (alterations), have been approved in writing as to conformity and armony with existing structures in the development by the developer. The developer has the sole responsibility to determine compliance not only with the specific construction specifications outlined herein but also with the degree of "harmony" a particular home has with other homes in the subdivision. "Harmony" will be interpreted by the developer within the frame work of the overall aesthetics of that house and the neighborhood in general. Appearance and fit of any proposed structure shall be judged based on the overall character of the neighborhood, the setting of a given lot and norms of architectural acceptance. The further purpose of this restriction is to provide for aesthetic considerations and to protect against designs which in the opinion of the developer, would not be compatible with the nature and purpose of the subdivision. Approval of the Plans and specifications shall be in writil}& b_y the developer. In the event the deveo_per fails o rove or disapprove such desi,gn or location within ten workin& d s. after said plans and specifications sh ll h_!lv been submittec!, such a.Pproval will not be required, a!ld this covenant will be deemed _lully_complied with if said structur m ..the o.thM restrictions. The developer

THIS INSTRUMENT PREPARED BY:
 Bacon, Dugger, Jessee & Perkins
 113S West Third North Street
 Morristown, Tennessee 37814

shall not be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications.

Paragraph 7 is amended by adding the following language at the end thereof: No tents or campers shall be used either temporarily or permanently for residential purposes.

A new Paragraph 21 is added as follows:

21. NATIVE GROWTH. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the developer herein named. Specifically, no living tree having a diameter greater than ten (10) inches five (5) feet above the ground, may be cut on any of said land, except such trees as may be necessary for the construction of the residence within fifty (50) feet thereof, driveways, and any such tree that may be considered a safety hazard.

A new paragraph 22 is added as follows:

22. DURING ANJ2 COMPLETION OF CONSTRUCTION.

When the construction of any building is once begun, work thereon shall be carried out diligently and continuously until the full completion thereof. It shall be the responsibility of the owner to maintain the cleanliness of the job site during construction. All debris must be properly contained so as not to clutter other lots, be a nuisance to other owners or detract from the general appearance of the subdivision. The developer reserves the right but not the obligation to clean up any job site and to assess the owners for the cost of said clean up. Any debris which must be removed from the lot, must be totally removed from Mallard Baye Subdivision at such owner's expense. The main residence and all related structures shown on the plans and specifications approved by the owner/developer and/or Board of

THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, Jessee & Perkins
1135 West Third North Street

Review appointed by the owner/developer pursuant to these restrictions and covenants must be completed in accordance with said plans and specifications within nine (9) months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or any other cause beyond the control of the owner. This restriction may be waived by the owner/developer and/or Board of Review appointed by the owner/developer, and any waiver of these restrictions shall not constitute a waiver as to other building completions.

IN WITNESS WHEREOF, the undersigned has set his hand this 17th day of July, 1992.

C- &" A

DON BUNCH, OWNER
STATE OF TENNESSEE
COUNTY OF HAMBLEN

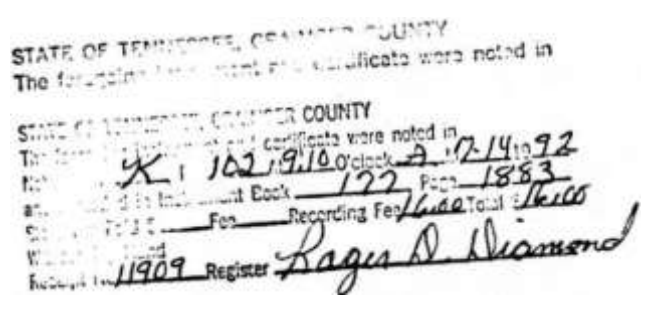
Personally appeared before me, the undersigned Notary Public, in and for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this 17th day of July,

..... tdJJ. 40

NOTARY PUBLIC

My commission expires: 4-11-93



THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, Jessee & Perkins
1135 West Third North Street
Morristown, Tennessee 37814

PROTECTIVE AND RESTRICTIVE COVENANTS OF

MALLARD BAYE SUBDIVISION PHASE THREE

WHEREAS, Don Bunch is the owner and developer of the subdivision known as Mallard Baye Subdivision located in Grainger County, Tennessee, which has been subdivided and a map or plat of Phase Three of said subdivision is of record in the Register's Office for Grainger County, Tennessee in Plat Book 3, page 1.1:2; and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owner and the purchaser or purchasers of a lot or lots in Phase Three of said subdivision and in order to establish a sound value for these lots, to restrict said subdivision by this instrument and to record these restrictions as that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes therein set out, Don Bunch does hereby bind himself, his successors and assigns, and impose covenants that run with the land or lots in said subdivision herein above referred to as follows:

1. These covenants take effect immediately and shall be binding on all owners and all persons claiming under them until September 1, 2015, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the lot owners it is agreed to change said covenants in whole or in part.

2. Any violation of these restrictions by any grantee, his heirs, assigns, or successors in interest shall be subject to proceedings at law or in equity against the person or persons

THIS INSTRUMENT PREPARED BY:
Bacon, Berger, Callahan & Perlin
113S West Third North Street
Morristown, Tennessee 37814

violating or attempting to violate any such covenants, and said proceedings may be brought by grantors, their heirs, assigns or successors in interest, or by any resident of Mallard Baye Subdivision, Phase Three;to prevent any violation and/or to recover damages for such violation or violations.

3. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. A maximum of one single-family residence shall be built on any lot, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and a private garage, except as may be permitted and approved by the Developer in accord with paragraphs 14 and 15 of these restrictions .

5. No building shall be located on any lot nearer to any street line than thirty (30) feet. No building shall be located nearer than ten (10) feet to any interior lot line except that no side street setback shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back lines.

6. No noxious or offensive trade or 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.

7. No trailer, mobile home or shack shall be permitted on any lot. No garage or tool shed shall be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. No tents or campers .

THIS INSTRUMENT PREPARED BY:
88C011, Dugger, Jesse & Perkins
1135 West Third North Street
Morriatown, Tennessee 37814

shall be used either temporarily or permanently for residential purposes .

8. A perpetual easement of five (5) feet is reserved along the lot lines for utilities and installation, maintenance and repair of same, and for necessary drainage.

9. No sign of any kind shall be displayed to the public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the contractor to advertise the property during the construction and sales period .

10. No animals or livestock of any kind shall be raised , bred or kept on this lot. except any dogs, cats or household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

11. No lot shall be used or maintained as a dumping ground for rubbish trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

12. No ranch type or one story houses shall be permitted with less than 1,400 square feet finished on the main level or 1250 square feet finished on the main level with an attached garage of at least 300 square feet. Split-foyer style homes shall have a minimum of 1,200 square feet finished on the main level and a minimum of 600 square feet finished on the lower level. Two story dwellings shall have a minimum of 1,800 square feet finished on both levels with no attached garage or a minimum of 1,400 square feet finished on both levels with an attached garage with a minimum of 300 square feet.

THIS INSTRUMENT PREPARED BY:
BlIcon, Dugge T, Jcsc & Pericins
113S West Third North Street
Morristown, Tennessee 37814

requirements as to one and a half story homes shall be the same requirements as stated above for two story homes.

13. There shall be no exposed concrete blocks allowed in any part of a dwelling exterior.

14. All detached garages and permitted out buildings shall have an exterior constructed of the same materials as the dwelling house, and the exterior design shall be the same as the dwelling.

15. For the purpose of insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the owner/developer or a Board of Review appointed by the owner/developer, shall have the exclusive power and discretion to control and approve all the buildings, structures, landscaping and other improvements and the location of such on each building lot in the manner and to the extent set forth herein. No building shall be erected, placed, altered, or permitted to remain on any lot on the development until the building plans, which plans will also include all landscaping plans and building specifications, including exterior colors and the plot plans showing the locations of said buildings (alterations), have been approved in writing as to conformity and harmony with existing structures in the development by the developer. The owner/developer or the aforesaid Board of Review has the sole responsibility to determine compliance not only with the specific construction specifications outlined herein but also with the degree of "harmony" a particular home has with other homes in the subdivision. "Harmony" will be interpreted by the developer within the framework of the overall aesthetics of

THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, JCS1Ce & Perlcins
1135 West Third North Street
Morristown, Tennessee 37814

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that house and the neighborhood in general. Appearance and fit of any proposed structure shall be judged based on the overall character of the neighborhood, the setting of a given lot and norms of architectural acceptance. The further purpose of this restriction is to provide for aesthetic considerations and to protect against designs which in the opinion of the developer, would not be compatible with the nature and purpose of the subdivision. Approval of the plans and specifications shall be evidenced in writing by the owner/developer or the aforesaid Board of Review. In the event the developer fails to approve or disapprove such design or location within ten working days after said plans and specifications shall have been submitted, such approval will not be required and this covenant will be deemed fully complied with if said structure meets the other restrictions. Neither the owner/developer nor the aforesaid Board of Review shall be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications.

16. Landscaping on each residence lot shall include a minimum of 15 trees and/or shrubs, except that in a situation where one dwelling occupies more than one lot only the minimum of 15 trees and/or shrubs shall be required.

17. The placement of any satellite dish or receiver shall be approved by the developer.

18. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside a garage or carport attached to the main residence or within an approved utility building. No wheeled vehicle or boat may be parked on any street in the subdivision for more than forty-eight hours.

THIS INSTRUMENT PREPARED BY:
Bacon, Dauer, Jesse & Perkins
113 West Third North Street
Morrislow, Tennessee 37814

19. All driveways on lots in said subdivision, Phase Three, shall be paved with either asphalt or concrete.

20. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the developer herein named. Specifically, no living tree having a diameter greater than ten (10) inches five (5) feet above the ground, may be cut on any of said land, except such trees as may be necessary for the construction of the residence within fifty (50) feet thereof, driveways, and any such tree that may be considered a safety hazard:

21. When the construction of any building is once begun, work thereon shall be carried out diligently and continuously until the full completion thereof. It shall be the responsibility of the owner to maintain the cleanliness of the job site during construction. All debris must be properly contained so as not to clutter other lots, be a nuisance to other owners or detract from the general appearance of the subdivision. The developer reserves the right but not the obligation to clean up any job site and to assess the owners for the cost of said clean up. Any debris which must be removed from the lot, must be totally removed from Mallard Baye Subdivision at such owner's expense. The main residence and all related structures shown on the plans and specifications approved by the owner/developer and/or Board of Review appointed by the owner/developer pursuant to these restrictions and covenants must be completed in accordance with said plans and specifications within nine (9) months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or any other cause beyond the control of the owner. This restriction may be waived

THIS INSTRUMENT PREPARED BY:
Bacon, Ducre, Jeurie & Paldns
1135 West Third North Street
Morristown, Tennessee 37814

by the owner/developer and/or Board of Review appointed by the owner/developer, and any waiver of these restrictions shall not constitute a waiver as to other building completions.

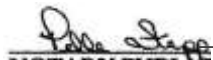
IN WITNESS WHEREOF, the undersigned has set his hand this 1 day of S.) L.W. L.L. , 1993.


DON BUNCH, OWNER/DEVELOPER

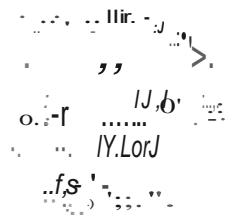
STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, the undersigned Notary Public, in and for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this 1 day of Oct. , 1993.


NOTARY PUBLIC

My commission expires: 4-1-8, 1913



STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in

STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in
Note Book K , Page 119 and recorded in Instrument Book 181 Page 825
State Tax Paid \$ Fee Recording Fee 28.00 Total 28.00
Witness My Hand
Receipt No. 2844 Register Roger D. Simms

THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, Juce & Prcrcins
1135 West Third North Street
Morristown, Tennessee 37814

PROTECTIVE AND RESTRICTIVE COVENANTS OF
MALLARD BAYE SUBDIVISION PHASE FOUR

WHEREAS, Don Bunch is the owner and developer of the subdivision known as Mallard Baye Subdivision located in Grainger County, Tennessee, which has been subdivided and a map or plat of Phase Four of said subdivision is of record in the Register's Office for Grainger County, Tennessee in Plat Book ___, page j___; and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owner and the purchaser or purchasers of a lot or lots in Phase Four of said subdivision and in order to establish a sound value for these lots, to restrict said subdivision by this instrument and to record these restrictions as that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes therein set out, Don Bunch does hereby bind himself, his successors and assigns, and impose covenants that run with the land or lots in said subdivision herein above referred to as follows:

1. These covenants take effect immediately and shall be binding on all owners and all persons claiming under them until September 1, 2015, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the lot owners it is agreed to change said covenants in whole or in part.

2. Any violation of these restrictions by any grantee, his heirs, assigns, or successors in interest shall be subject to proceedings at law or in equity against the person or persons

STATE OF TENNESSEE, GRAINGER COUNTY
The foregoing instrument and certificate were noted in
Note-Book K Page 233 At 8:50 o'clock A.M. 4-14

violating or attempting to violate any such covenants, and said proceedings may be brought by grantors, their heirs, assigns or successors in interest, or by any resident of Mallard Baye , Subdivision, Phase ^{Four} , to prevent any violation and/or to recover damages for such violation or violations.

3. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. A maximum of one single-family residence shall be built on any lot, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and a private garage, except as may be permitted and approved by the Developer in accord with paragraphs 14 and 15 of these restrictions.

5. No building shall be located on any lot nearer to any street line than thirty (30) feet. No building shall be located nearer than ten (10) feet to any interior lot line except that no side street setback shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back lines.

6. No noxious or offensive trade or 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.

7. No trailer, mobile home or shack shall be permitted on any lot. No garage or tool shed shall be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. No tents or campers

shall be used either temporarily or permanently for residential purposes.

8. A perpetual easement of five (5) feet is reserved along the lot lines for utilities and installation, maintenance and repair of same, and for necessary drainage.

9. No sign of any kind shall be displayed to the public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the contractor to advertise the property during the construction and sales period.

10. No animals or livestock of any kind shall be raised, bred or kept on this lot, except any dogs, cats or household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

II. No lot shall be used or maintained as a dumping ground for rubbish trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

12. No ranch type or one story houses shall be permitted with less than 1,400 square feet finished on the main level or 1250 square feet finished on the main level with an attached garage of at least 300 square feet. Split-foyer style homes shall have a minimum of 1,200 square feet finished on the main level and a minimum of 600 square feet finished on the lower level. Two story dwellings shall have a minimum of 1,800 square feet finished on both levels with no attached garage or a minimum of 1,400 square feet finished on both levels with an attached garage with a minimum of 300 square feet.

Requirements as to one and a half story homes shall be the same requirements as stated above for two story homes.

13. There shall be no exposed concrete blocks allowed in any part of a dwelling exterior.

14. All detached garages and permitted out buildings shall have an exterior constructed of the same materials as the dwelling house, and the exterior design shall be the same as the dwelling.

15. For the purpose of insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the owner/developer or a Board of Review appointed by the owner/developer, shall have the exclusive power and discretion to control and approve all the buildings, structures, landscaping and other improvements and the location of such on each building lot in the manner and to the extent set forth herein. No building shall be erected, placed, altered, or permitted to remain on any lot on the development until the building plans, which plans will also include all landscaping plans and building specifications, including exterior colors and the plot plans showing the locations of said buildings (alterations), have been approved in writing as to conformity and harmony with existing structures in the development by the developer. The owner/developer or the aforesaid Board of Review has the sole responsibility to determine compliance not only with the specific construction specifications outlined herein but also with the degree of "harmony" a particular home has with other homes in the subdivision. "Harmony" will be interpreted by the developer within the framework of the overall aesthetics of

that house and the neighborhood in general. Appearance and fit of any proposed structure shall be judged based on the overall character of the neighborhood, the setting of a given lot and norms of architectural acceptance. The further purpose of this restriction is to provide for aesthetic considerations and to protect against designs which in the opinion of the developer, would not be compatible with the nature and purpose of the subdivision. Approval of the plans and specifications shall be evidenced in writing by the owner/developer or the aforesaid Board of Review. In the event the developer fails to approve or disapprove such design or location within ten working days after said plans and specifications shall have been submitted, such approval will not be required, and this covenant will be deemed fully complied with if said structure meets the other restrictions. Neither the owner/developer nor the aforesaid Board of Review shall be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications.

16. Landscaping on each residence lot shall include a minimum of 15 trees and/or shrubs, except that in a situation where one dwelling occupies more than one lot only the minimum of 15 trees and/or shrubs shall be required.

17. The placement of any satellite dish or receiver shall be approved by the developer.

18. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside a garage or carport attached to the main residence or within an approved utility building. No wheeled vehicle or boat may be parked on any street in the subdivision for more than forty-eight hours.

19. All driveways on lots in said subdivision, Phase m"r , shall be paved with either asphalt or concrete.

20. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the developer herein named. Specifically, no living tree having a diameter greater than ten (10) inches five (5) feet above the ground, may be cut on any of said land, except such trees as may be necessary for the construction of the residence within fifty (50) feet thereof, driveways, and any such tree that may be considered a safety hazard.

21. When the construction of any building is once begun, work thereon shall be carried out diligently and continuously until the full completion thereof. It shall be the responsibility of the owner to maintain the cleanliness of the job site during construction. All debris must be properly contained so as not to clutter other lots, be a nuisance to other owners or detract from the general appearance of the subdivision. The developer reserves the right but not the obligation to clean up any job site and to assess the owners for the cost of said clean up. Any debris which must be removed from the lot, must be totally removed from Mallard 13aye Subdivision at such owner's expense. The main residence and all related structures shown on the plans and specifications approved by the owner/developer and/or Board of Review appointed by the owner/developer pursuant to these restrictions and covenants must be completed in accordance with said plans and specifications within nine (9) months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, natural calamities, or any other cause beyond the control of the owner. This restriction may be waived

by the owner/developer and/or Board of Review appointed by the owner/developer, and any waiver of these restrictions shall not constitute a waiver as to other building completions.

IN WITNESS WHEREOF, the undersigned has set his hand this 1__day of P.Pct.L., 1993.

- -8-J1

DON BUNCH, OWNER/DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, the undersigned Notary Public, in and for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county **this** day of **A.r** 1993.

Ng?; P

My commission expires: **, Jqc}t**

[Faint, illegible text and markings, possibly a stamp or signature]

THIS INSTRUMENT PREPARED BY:
Bacon, Dugger, Jessee & Perkins
1135 West Third North Street
Morristown, Tennessee 37814

J:goJ.T;,_C.JIVE AND RESTRICTIVE COVENANTS Qfo'
.MALLARD 13\^YE SUUD)IVISION PJ IASE FIVE

WIIIEIH\AS, Don Dunch is the owner and developer of the !:uhdivi ion known as Mallard 13ayc Subdivision located in (haingcr Cunty, Tennessee, which has been subdivided and a map or plat of Phase FIVE of said subdivision is of record in the l>gistr· Office for c:raingcr County, Tennessee in Plat Book _3_, page L?!)_--; ;nd

WHEREAS, it is now desired and the intention and IHrrpo!':e for the benefit and protection or the present owner and the pmcha cr or purchasers of a lot or lots in Phase FIVE of said strhtlivi orr and in order lo establish a sound value for these lots, to restrict said uhdivi orr by this instrument and to record these reshiction!': as that they may be binding and enforceable and or pnhlic record.

NOW, TIIEREfo'ORE, in consideration or the premises and for the purposes therein set out, Don Dunch docs hereby bind himself, his successors illd assigns, and impose covenants that run with the land or lot in said subdivision herein above-referred to ;s follows:

1. These covenants take effect immediately and shall be hindirrg on all owners and all persons claiming under them until Septe111her I, 2015, at which Lime said covenants shall mtnmntically extend for successive periods of ten (10) years unless by vote of a rn; jority of the lot owners it is agreed to change snicl covennnts in whole or in part.

2. Any violation of these restrictions by any grantee, Iris heir . nssigns, or successors in interest shall be subject to p.n,ecding!': nt I:Hv or in equity against the per;;on or persons

violating or attempting to violate any such covenants, and said proceedings may be brought by grantors, their heirs, assigns or successors in interest, or by any resident of Mallard Baye Subdivision, Phase FIVE, to prevent any violation and/or to recover damages for such violation or violations.

3. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. A maximum of one single-family residence shall be built on any lot, and no structure shall be erected, altered, placed or permitted to remain on any lot other than *one* detached single-family dwelling not to exceed three stories in height and a private garage, except as may be permitted and approved by the Developer in accord with paragraphs 14 and 15 of these restrictions.

5. No building shall be located on any lot nearer to any street line than thirty (30) feet. No building shall be located nearer than ten (10) feet to any interior lot line except that no side street setback shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum set back lines.

6. No noxious or offensive trade or 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.

7. No trailer, mobile home or shack shall be permitted on any lot. No garage or tool shed shall be used as a residence, temporarily, or permanently, nor shall any structure of a temporary character be used as a residence. No tents or campers

shall be used either temporarily or permanently for residential purposes .

8. A perpetual easement of five (5) feet is reserved along the lot lines for utilities and installation, maintenance and repair of same, and for necessary drainage.

9. No sign of any kind shall be displayed to the public view except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the contractor to advertise the property during the construction and sales period.

10. No animals or livestock of any kind shall be raised, bred or kept on this lot, except any dogs, cats or household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

II. No lot shall be used or maintained as a dumping ground for rubbish trash or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of garbage shall be kept in a clean and sanitary condition.

12. No ranch type or one story houses shall be permitted with less than 1,400 square feet finished on the main level or 1250 square feet finished on the main level with an attached garage of at least 300 square feet. Split-foyer style homes shall have a minimum of 1,200 square feet finished on the main level and a minimum of 600 square feet finished on the lower level. Two story dwellings shall have a minimum of 1,800 square feet finished on both levels with no attached garage or a minimum of 1,400 square feet finished on both levels with an attached garage with a minimum of 300 square feet.

Requirements as to one and a half story homes shall be the same requirements as stated above for two story homes.

13. There shall be no exposed concrete blocks allowed in any part of a dwelling exterior.

14. All detached garages and permitted out buildings shall have an exterior constructed of the same materials as the dwelling house, and the exterior design shall be the same as the dwelling.

15. For the purpose of insuring the development of said land as a residential area of the highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the owner/developer or a Board of Review appointed by the owner/developer, shall have the exclusive power and discretion to control and approve all the buildings, structures, landscaping and other improvements and the location of such on each building lot in the manner and to the extent set forth herein. No building shall be erected, placed, altered, or permitted to remain on any lot on the development until the building plans, which plans will also include all landscaping plans and building specifications, including exterior colors and the plot plans showing the locations of said buildings (alterations), have been approved in writing as to conformity and harmony with existing structures in the development by the developer. The owner/developer or the aforesaid Board of Review has the sole responsibility to determine compliance not only with the specific construction specifications outlined herein but also with the degree of "harmony" a particular home has with other homes in the subdivision. "Harmony" will be interpreted by the developer within the frame work of the overall aesthetics of

the house and the neighborhood in general. Appearance and fit of any proposed structure shall be judged based on the overall character of the neighborhood, the setting of a given lot and norms of architectural acceptance. The further purpose of this restriction is to provide for aesthetic considerations and to protect against designs which in the opinion of the developer, would not be compatible with the nature and purpose of the subdivision. Approval of the plans and specifications shall be evidenced in writing by the owner/developer or the aforesaid Board of Review. In the event the developer fails to approve or disapprove such design or location within ten working days after said plans and specifications shall have been submitted, such approval will not be required, and this covenant will be deemed fully complied with if said structure meets the other restrictions. Neither the owner/developer nor the aforesaid Board of Review shall be responsible for any structural defects in such plans and specifications or in any building or structure erected according to such plans and specifications.

16. Landscaping on each residence lot shall include a minimum of 15 trees and/or shrubs, except that in a situation where one dwelling occupies more than one lot only the minimum of 15 trees and/or shrubs shall be required.

17. The placement of any satellite dish or receiver shall be approved by the developer.

18. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside a garage or carport attached to the main residence or within an approved utility building. No wheeled vehicle or boat may be parked on any street in the subdivision for more than forty-eight hours.

19. All driveways on lots in said subdivision, Phase shall be paved with either asphalt or concrete.

20. The native growth of such premises shall not be permitted to be destroyed or removed except as approved in writing by the developer herein named. Specifically, no living tree having a diameter greater than ten (10) inches five (5) feet above the ground, may be cut on any of said land, except such trees as may be necessary for the construction of the residence within fifty (50) feet thereof, driveways, and any such tree that may be considered a safety hazard.

21. When the construction of any building is once begun, work thereon shall be carried out diligently and continuously until the full completion thereof. It shall be the responsibility of the owner to maintain the cleanliness of the job site during construction. All debris must be properly contained so as not to clutter other lots, be a nuisance to other owners or detract from the general appearance of the subdivision. The developer reserves the right but not the obligation to clean up any job site and to assess the owners for the cost of said clean up. Any debris which must be removed from the lot, must be totally removed from Mallard Daye Subdivision at such owner's expense. The final residence and all related structures shown on the plans and specifications approved by the owner/developer and/or Board of Review appointed by the owner/developer pursuant to these restrictions and covenants must be completed in accordance with said plans and specifications within nine (9) months after the start of the first construction upon each building plot unless such completion is tendered impossible as the direct result of strikes, fires, financial emergencies, natural calamities, or any other cause beyond the control of the owner. This restriction may be waived

by the owner/developer and/or Board of Review appointed by the owner/developer,
and any waiver of these restrictions shall not constitute a waiver as to other building
completions.

22. DIVISION OF LOTS. No lot shall be re-subdivided except as
approved by the developer and the Grainger County Planning Commission. No lot
shall be used for the purpose of joining this development with any contiguous
parcel of land and no road shall be built on or through a lot for the purpose
of joining this development with any contiguous parcel of land.

IN WITNESS WHEREOF, the undersigned has set his hand this 8 -----
day of **J..mnuA /.** 1995

- DON /DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, the undersigned Notary Public, in and
for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted,
and who acknowledged he executed the within instrument for the purposes therein
contained.

WITNESS my hand and official seal at office in said county this ---
day of **-}ab... /** 1995

Rose Slapp
NOTARY PUBLIC

My commission expires **Sept. 22, 1997**



STATE OF TENNESSEE, ORAINGER COUNTY
The foregoing instrument and certificate were noted in
Note No. 8, 44, 215, 192, 110, 95
and recorded in Plat Book 192, Page 710
State Tax Paid \$ For Recording Fee \$ Total \$31.00
Witness My Hand
Receipt No. 10655 Register Pope D. Dimick

PH6P1

**PROTECTIVE AND RESTRICTIVE COVENANTS OF
MALLARD BAYE SUBDIVISION PHASE SIX**

WHEREAS, DON BUNCH IS THE OWNER AND DEVELOPER OF THE SUBDIVISION KNOWN AS MALLARD BAYE SUBDIVISION LOCATED IN GRAINGER COUNTY, TENNESSEE, WHICH HAS BEEN SUBDIVIDED AND A MAP OR PLAT OF PHASE SIX OF SAID SUBDIVISION IS OF RECORD IN THE REGISTER'S OFFICE FOR GRAINGER COUNTY, TENNESSEE IN PLAT BOOK 3, PAGE 110; AND

WHEREAS, IT IS NOW DESIRED AND THE INTENTION AND PURPOSE FOR THE BENEFIT AND PROTECTION OF THE PRESENT OWNER AND THE PURCHASER OR PURCHASERS OF A LOT OR LOTS IN PHASE SIX OF SAID SUBDIVISION AND IN ORDER TO ESTABLISH A SOUND VALUE FOR THESE LOTS, TO RESTRICT SAID SUBDIVISION BY THIS INSTRUMENT AND TO RECORD THESE RESTRICTIONS AS THAT THEY MAY BE BINDING AND ENFORCEABLE AND OF PUBLIC RECORD.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR THE PURPOSES THEREIN SET OUT, DON BUNCH DOES HEREBY BIND HIMSELF, HIS SUCCESSORS AND ASSIGNS, AND IMPOSE COVENANTS THAT RUN WITH THE LAND OR LOTS IN SAID SUBDIVISION HEREIN ABOVE REFERRED TO AS FOLLOWS:

1. THESE COVENANTS TAKE EFFECT IMMEDIATELY AND SHALL BE BINDING ON ALL OWNERS AND ALL PERSONS CLAIMING UNDER THEM

UNTIL SEPTEMBER 1, 2015, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE LOT OWNERS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART .

2. ANY VIOLATION OF THESE RESTRICTIONS BY ANY GRANTEE, HIS HEIRS, ASSIGNS, OR SUCCESSORS IN INTEREST SHALL BE SUBJECT TO PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND SAID PROCEEDINGS MAY BE BROUGHT BY GRANTORS, THEIR HEIRS, ASSIGNS OR SUCCESSORS IN INTEREST, OR BY ANY RESIDENT OF MALLARD BAYE SUBDIVISION, PHASE SIX , TO PREVENT ANY VIOLATION AND/OR TO RECOVER DAMAGES FOR SUCH VIOLATION OR VIOLATIONS.

3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

4. A MAXIMUM OF ONE SINGLE-FAMILY RESIDENCE SHALL BE BUILT ON ANY LOT, AND NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED THREE STORIES IN HEIGHT AND A PRIVATE GARAGE, EXCEPT AS MAY BE PERMITTED AND APPROVED BY THE DEVELOPER IN ACCORD WITH PARAGRAPHS 14 AND 15 OF THESE RESTRICTIONS.

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5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO ANY STREET LINE THAN THIRTY (30) FEET. NO BUILDING SHALL BE LOCATED NEARER THAN TEN (10) FEET TO ANY INTERIOR LOT LINE EXCEPT THAT NO SIDE STREET SETBACK SHALL BE REQUIRED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED FIFTY (50) FEET OR MORE FROM THE MINIMUM SET BACK LINES.

6. NO NOXIOUS OR OFFENSIVE TRADE OR 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.

7. NO TRAILER, MOBILE HOME OR SHACK SHALL BE PERMITTED ON ANY LOT. NO GARAGE OR TOOL SHED SHALL BE USED AS A RESIDENCE, TEMPORARILY, OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARILY, OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE. NO TENTS OR CAMPERS SHALL BE USED EITHER TEMPORARILY OR PERMANENTLY FOR RESIDENTIAL PURPOSES.

8. A PERPETUAL EASEMENT OF FIVE (5) FEET IS RESERVED ALONG THE LOT LINES FOR UTILITIES AND INSTALLATION, MAINTENANCE AND REPAIR OF SAME, AND FOR NECESSARY DRAINAGE.

9. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET

ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE CONTRACTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD.

10. NO ANIMALS OR LIVESTOCK OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON THIS LOT, EXCEPT ANY DOGS, CATS OR HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

11. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH TRASH OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF GARBAGE SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

12. NO RANCH TYPE OR ONE STORY HOUSES SHALL BE PERMITTED WITH LESS THAN 1,400 SQUARE FEET FINISHED ON THE MAIN LEVEL OR 1250 SQUARE FEET FINISHED ON THE MAIN LEVEL WITH AN ATTACHED GARAGE OF AT LEAST 300 SQUARE FEET. SPLIT-FOYER STYLE HOMES SHALL HAVE A MINIMUM OF 1,200 SQUARE FEET FINISHED ON THE MAIN LEVEL AND A MINIMUM OF 600 SQUARE FEET FINISHED ON THE LOWER LEVEL. TWO STORY DWELLINGS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET FINISHED ON BOTH LEVELS WITH NO ATTACHED GARAGE OR A MINIMUM OF 1,400 SQUARE FEET FINISHED ON BOTH LEVELS WITH AN ATTACHED GARAGE WITH A MINIMUM OF 300 SQUARE FEET. REQUIREMENTS AS TO ONE AND A HALF STORY HOMES SHALL BE THE SAME REQUIREMENTS

AS STATED ABOVE FOR TWO STORY HOMES.

13. THERE SHALL BE NO EXPOSED CONCRETE BLOCKS ALLOWED IN ANY PART OF A DWELLING EXTERIOR.

14. ALL DETACHED GARAGES AND PERMITTED OUT BUILDINGS SHALL HAVE AN EXTERIOR CONSTRUCTED OF THE SAME MATERIALS AS THE DWELLING HOUSE, AND THE EXTERIOR DESIGN SHALL BE THE SAME AS THE DWELLING.

15. FOR THE PURPOSE OF INSURING THE DEVELOPMENT OF SAID LAND AS A RESIDENTIAL AREA OF THE HIGHEST QUALITY AND STANDARDS, AND IN ORDER THAT ALL IMPROVEMENTS ON EACH BUILDING LOT SHALL PRESENT AN ATTRACTIVE AND PLEASING APPEARANCE FROM ALL SIDES AND FROM ALL POINTS OF VIEW, THE OWNER/DEVELOPER OR A BOARD OF REVIEW APPOINTED BY THE OWNER/DEVELOPER, SHALL HAVE THE EXCLUSIVE POWER AND DISCRETION TO CONTROL AND APPROVE ALL THE BUILDINGS, STRUCTURES, LANDSCAPING AND OTHER IMPROVEMENTS AND THE LOCATION OF SUCH ON EACH BUILDING LOT IN THE MANNER AND TO THE EXTENT SET FORTH HEREIN. NO BUILDING SHALL BE ERECTED, PLACED, ALTERED, OR PERMITTED TO REMAIN ON ANY LOT ON THE DEVELOPMENT UNTIL THE BUILDING PLANS, WHICH WILL ALSO INCLUDE ALL LANDSCAPING PLANS AND BUILDING SPECIFICATIONS OF SAID BUILDINGS (ALTERATIONS), HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THE DEVELOPMENT BY THE DEVELOPER. THE OWNER/DEVELOPER OR THE AFORESAID BOARD OF REVIEW

HAS THE SOLE RESPONSIBILITY TO DETERMINE COMPLIANCE NOT ONLY WITH THE SPECIFIC CONSTRUCTION SPECIFICATIONS OUTLINED HEREIN BUT ALSO WITH THE DEGREE OF "HARMONY" A PARTICULAR HOME HAS WITH OTHER HOMES IN THE SUBDIVISION. "HARMONY" WILL BE INTERPRETED BY THE DEVELOPER WITHIN THE FRAME WORK OF THE OVERALL AESTHETICS OF THAT HOUSE AND THE NEIGHBORHOOD IN GENERAL. APPEARANCE AND FIT OF ANY PROPOSED STRUCTURE SHALL BE JUDGED BASED ON THE OVERALL CHARACTER OF THE NEIGHBORHOOD, THE SETTING OF A GIVEN LOT AND NORMS OF ARCHITECTURAL ACCEPTANCE. THE FURTHER PURPOSE OF THIS RESTRICTION IS TO PROVIDE FOR AESTHETIC CONSIDERATIONS AND TO PROTECT AGAINST DESIGNS WHICH IN THE OPINION OF THE DEVELOPER, WOULD NOT BE COMPATIBLE WITH THE NATURE AND PURPOSE OF THE SUBDIVISION . APPROVAL OF THE PLANS AND SPECIFICATIONS SHALL BE EVIDENCED IN WRITING BY THE OWNER/DEVELOPER OR THE AFORESAID BOARD OF REVIEW. IN THE EVENT THE DEVELOPER FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN OR LOCATION WITHIN TEN WORKING DAYS AFTER SAID PLANS AND SPECIFICATIONS SHALL HAVE BEEN SUBMITTED, SUCH APPROVAL WILL NOT BE REQUIRED, AND THIS COVENANT WILL BE DEEMED FULLY COMPLIED WITH IF SAID STRUCTURE MEETS THE OTHER RESTRICTIONS. NEITHER THE OWNER/DEVELOPER NOR THE AFORESAID BOARD OF REVIEW SHALL BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SUCH PLANS AND SPECIFICATIONS OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

16. LANDSCAPING ON EACH RESIDENCE LOT SHALL INCLUDE A MINIMUM OF 15 TREES AND/OR SHRUBS, EXCEPT THAT IN A SITUATION WHERE ONE DWELLING OCCUPIES MORE THAN ONE LOT ONLY THE MINIMUM OF 15 TREES AND/OR SHRUBS SHALL BE REQUIRED.

17; THE PLACEMENT OF ANY SATELLITE DISH OR RECEIVER SHALL BE APPROVED BY THE DEVELOPER.

18. NO JUNK AUTOMOBILES, MOTOR VEHICLES OR BOATS NOT CAPABLE OF REGULAR USE BY THE OCCUPANTS MAY BE KEPT OR PARKED ON THE LOT UNLESS SAME ARE COMPLETELY OUT OF SIGHT INSIDE A GARAGE OR CARPORT ATTACHED TO THE MAIN RESIDENCE OR WITHIN AN APPROVED UTILITY BUILDING. NO WHEELED VEHICLE OR BOAT MAY BE PARKED ON ANY STREET IN THE SUBDIVISION FOR MORE THAN FORTY-EIGHT HOURS.

19. ALL DRIVEWAYS ON LOTS IN SAID SUBDIVISION, PHASE S I)(, SHALL BE PAVED WITH EITHER ASPHALT OR CONCRETE.

20. THE NATIVE GROWTH OF SUCH PREMISES SHALL NOT BE PERMITTED TO BE DESTROYED OR REMOVED EXCEPT AS APPROVED IN WRITING BY THE DEVELOPER HEREIN NAMED. SPECIFICALLY, NO LIVING TREE HAVING A DIAMETER GREATER THAN TEN (10) INCHES FIVE (5) FEET ABOVE THE GROUND, MAY BE CUT ON ANY OF SAID LAND, EXCEPT SUCH TREES AS MAY BE NECESSARY FOR THE CONSTRUCTION OF THE RESIDENCE WITHIN FIFTY (50) FEET THEREOF, DRIVEWAYS, AND ANY SUCH TREE THAT MAY BE CONSIDERED A SAFETY HAZARD.

21. WHEN THE CONSTRUCTION OF ANY BUILDING IS ONCE

BEGUN, WORK THEREON SHALL BE CARRIED OUT DILIGENTLY AND CONTINUOUSLY UNTIL THE FULL COMPLETION THEREOF. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO MAINTAIN THE CLEANLINESS OF THE JOB SITE DURING CONSTRUCTION. ALL DEBRIS MUST BE PROPERLY CONTAINED SO AS NOT TO CLUTTER OTHER LOTS, BE A NUISANCE TO OTHER OWNERS OR DETRACT FROM THE GENERAL APPEARANCE OF THE SUBDIVISION. THE DEVELOPER -RESERVES THE RIGHT BUT NOT THE OBLIGATION TO CLEAN UP ANY JOB SITE AND TO ASSESS THE OWNERS FOR THE COST OF SAID CLEAN UP. ANY DEBRIS WHICH MUST BE REMOVED FROM THE LOT, MUST BE TOTALLY REMOVED FROM MALLARD BAYE SUBDIVISION AT SUCH OWNER'S EXPENSE. THE MAIN RESIDENCE AND ALL RELATED STRUCTURES SHOWN ON THE PLANS AND SPECIFICATIONS APPROVED BY THE OWNER/DEVELOPER AND/OR BOARD OF REVIEW APPOINTED BY THE OWNER/DEVELOPER PURSUANT TO THESE RESTRICTIONS AND COVENANTS MUST BE COMPLETED IN ACCORDANCE WITH SAID PLANS AND SPECIFICATIONS WITHIN NINE (9) MONTHS AFTER THE START OF THE FIRST CONSTRUCTION UPON EACH BUILDING PLOT UNLESS SUCH COMPLETION IS RENDERED IMPOSSIBLE AS THE DIRECT RESULT OF STRIKES, FIRES, NATIONAL EMERGENCIES, NATURAL CALAMITIES, OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE OWNER. THIS RESTRICTION MAY BE WAIVED BY THE OWNER/DEVELOPER AND/OR BOARD OF REVIEW APPOINTED BY THE OWNER/DEVELOPER, AND ANY WAIVER IF THESE RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER AS TO OTHER BUILDING COMPLETIONS .

22. DIVISION OF LOTS. NO LOT SHALL BE RE-SUBDIVIDED EXCEPT AS APPROVED BY THE DEVELOPER AND THE GRAINGER COUNTY PLANNING COMMISSION. NO LOT SHALL BE USED FOR THE PURPOSE OF JOINING THIS DEVELOPMENT WITH ANY CONTIGUOUS PARCEL OF LAND AND NO ROAD SHALL BE BUILT ON OR THROUGH A LOT FOR THE PURPOSE OF JOINING THIS DEVELOPMENT WITH ANY CONTIGUOUS PARCEL OF LAND.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET HIS HAND
THIS 5 DAY OF February, 1995.



DON BUNCH, OWNER/DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMBLEN

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DON BUNCH, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE HE HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNESS MY HAND AND OFFICIAL SEAL AT OFFICE IN SAID COUNTY THIS

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NO IC

MY COMMISSION EXPIRES:

1jz.7(79

Notary Seal: a. t. y. p. / O t l

STATE OF TENNESSEE, GRAINGER COUNTY
 The foregoing instrument and certificate were filed in
 Note Book 5 Page 71 At 12:10 O'Clock PM 4-18-96
 and recorded in Instrument Book 193 Page 196
 State Tax Paid \$ _____ Fee _____ Recording Fee 36.00 Total 36.00
 Witness My Hand _____
 Record No. 11806 Registrar Roger D. Dismick

**PROTECTIVE AND RESTRICTIVE COVENANTS OF
 MALLARD BAYE SUBDIVISION PHASE SEYBN**

WHEREAS, DON BUNCH IS THE OWNER AND DEVELOPER OF THE SUBDIVISION KNOWN AS MALLARD BAYE SUBDIVISION LOCATED IN GRAINGER COUNTY, TENNESSEE, WHICH HAS BEEN SUBDIVIDED AND A MAP OR PLAT OF PHASE SEVEN OF SAID SUBDIVISION IS OF RECORD IN THE REGISTER'S OFFICE FOR GRAINGER COUNTY, TENNESSEE IN PLAT BOOK 3, PAGE 11J.JL; AND

WHEREAS, IT IS NOW DESIRED AND THE INTENTION AND PURPOSE FOR THE BENEFIT AND PROTECTION OF THE PRESENT OWNER AND THE PURCHASER OR PURCHASERS OF A LOT OR LOTS IN PHASE SEVEN OF SAID SUBDIVISION AND IN ORDER TO ESTABLISH A SOUND VALUE FOR THESE LOTS, TO RESTRICT SAID SUBDIVISION BY THIS INSTRUMENT AND TO RECORD THESE RESTRICTIONS AS THAT THEY MAY BE BINDING AND ENFORCEABLE AND OF PUBLIC RECORD.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND FOR THE PURPOSES THEREIN SET OUT, DON BUNCH DOES HEREBY BIND HIMSELF, HIS SUCCESSORS AND ASSIGNS, AND IMPOSE COVENANTS THAT RUN WITH THE LAND OR LOTS IN SAID SUBDIVISION HEREIN ABOVE REFERRED TO AS FOLLOWS:

- 1. THESE COVENANTS TAKE EFFECT IMMEDIATELY AND SHALL BE BINDING ON ALL OWNERS AND ALL PERSONS CLAIMING UNDER THEM*

UNTIL SEPTEMBER 1, 2015, AT WHICH TIME SAID COVENANTS SHALL AUTOMATICALLY EXTEND FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY VOTE OF A MAJORITY OF THE LOT OWNERS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

2. ANY VIOLATION OF THESE RESTRICTIONS BY ANY GRANTEE, HIS HEIRS, ASSIGNS, OR SUCCESSORS IN INTEREST SHALL BE SUBJECT TO PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND SAID PROCEEDINGS MAY BE BROUGHT BY GRANTORS, THEIR HEIRS, ASSIGNS OR SUCCESSORS IN INTEREST, OR BY ANY RESIDENT OF MALLARD BAYE SUBDIVISION, PHASE SEVEN, TO PREVENT ANY VIOLATION AND/OR TO RECOVER DAMAGES FOR SUCH VIOLATION OR VIOLATIONS.

3. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

4. A MAXIMUM OF ONE SINGLE-FAMILY RESIDENCE SHALL BE BUILT ON ANY LOT, AND NO STRUCTURE SHALL BE ERECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED THREE STORIES IN HEIGHT AND A PRIVATE GARAGE, EXCEPT AS MAY BE PERMITTED AND APPROVED BY THE DEVELOPER IN ACCORD WITH PARAGRAPHS 14 AND 15 OF THESE RESTRICTIONS.

5. NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO ANY STREET LINE THAN THIRTY (30) FEET. NO BUILDING SHALL BE LOCATED NEARER THAN TEN (10) FEET TO ANY INTERIOR LOT LINE EXCEPT THAT NO SIDE STREET SETBACK SHALL BE REQUIRED FOR A GARAGE OR OTHER PERMITTED ACCESSORY BUILDING LOCATED FIFTY (50) FEET OR MORE FROM THE MINIMUM SET BACK LINES.

6. NO NOXIOUS OR OFFENSIVE TRADE OR 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.

7. NO TRAILER, MOBILE HOME OR SHACK SHALL BE PERMITTED ON ANY LOT. NO GARAGE OR TOOL SHED SHALL BE USED AS A RESIDENCE, TEMPORARILY, OR PERMANENTLY, NOT SHALL ANY STRUCTURE OF A TEMPORARILY, OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE. NO TENTS OR CAMPERS SHALL BE USED EITHER TEMPORARILY OR PERMANENTLY FOR RESIDENTIAL PURPOSES .

8. A PERPETUAL EASEMENT OF FIVE (5) FEET IS RESERVED ALONG THE LOT LINES FOR UTILITIES AND INSTALLATION, MAINTENANCE AND REPAIR OF SAME, AND FOR NECESSARY DRAINAGE.

9 . NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN FIVE SQUARE FEET

ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE CONTRACTOR TO ADVERTISE THE PROPERTY DURING THE CONSTRUCTION AND SALES PERIOD .

10. NO ANIMALS OR LIVESTOCK OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON THIS LOT, EXCEPT ANY DOGS, CATS OR HOUSEHOLD PETS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR COMMERCIAL PURPOSES.

11. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH TRASH OR OTHER WASTE SHALL NOT BE KEPT EXCEPT IN SANITARY CONTAINERS . ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF GARBAGE SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

12. NO RANCH TYPE OR ONE STORY HOUSES SHALL BE PERMITTED WITH LESS THAN 1,400 SQUARE FEET FINISHED ON THE MAIN LEVEL OR 1250 SQUARE FEET FINISHED ON THE MAIN LEVEL WITH AN ATTACHED GARAGE OF AT LEAST 300 SQUARE FEET. SPLIT-FOYER STYLE HOMES SHALL HAVE A MINIMUM OF 1,200 SQUARE FEET FINISHED ON THE MAIN LEVEL AND A MINIMUM OF 600 SQUARE FEET FINISHED ON THE LOWER LEVEL. TWO STORY DWELLINGS SHALL HAVE A MINIMUM OF 1,800 SQUARE FEET FINISHED ON BOTH LEVELS WITH NO ATTACHED GARAGE OR A MINIMUM OF 1,400 SQUARE FEET FINISHED ON BOTH LEVELS WITH AN ATTACHED GARAGE WITH A MINIMUM OF 300 SQUARE FEET. REQUIREMENTS AS TO ONE AND A HALF STORY HOMES SHALL BE THE SAME REQUIREMENTS

AS STATED ABOVE FOR TWO STORY HOMES.

*13. THERE SHALL BE NO EXPOSED CONCRETE
BLOCKS ALLOWED IN ANY PART OF A DWELLING EXTERIOR.*

*14. ALL DETACHED GARAGES AND PERMITTED OUT BUILDINGS
SHALL HAVE AN EXTERIOR CONSTRUCTED OF THE SAME MATERIALS AS THE
DWELLING HOUSE, AND THE EXTERIOR DESIGN SHALL BE THE SAME AS THE
DWELLING.*

*15. FOR THE PURPOSE OF INSURING THE DEVELOPMENT OF
SAID LAND AS A RESIDENTIAL AREA OF THE HIGHEST QUALITY AND
STANDARDS, AND IN ORDER THAT ALL IMPROVEMENTS ON EACH BUILDING
LOT SHALL PRESENT AN ATTRACTIVE AND PLEASING APPEARANCE FROM ALL
SIDES AND FROM ALL POINTS OF VIEW, THE OWNER/DEVELOPER OR A BOARD
OF REVIEW APPOINTED BY THE OWNER/DEVELOPER, SHALL HAVE THE
EXCLUSIVE POWER AND DISCRETION TO CONTROL AND APPROVE ALL THE
BUILDINGS, STRUCTURES, LANDSCAPING AND OTHER IMPROVEMENTS AND
THE LOCATION OF SUCH ON EACH BUILDING LOT IN THE MANNER AND TO
THE EXTENT SET FORTH HEREIN. NO BUILDING SHALL BE ERECTED,
PLACED, ALTERED, OR PERMITTED TO REMAIN ON ANY LOT ON THE
DEVELOPMENT UNTIL THE BUILDING PLANS, WHICH WILL ALSO INCLUDE ALL
LANDSCAPING PLANS AND BUILDING SPECIFICATIONS OF SAID BUILDINGS
(ALTERATIONS), HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND
HARMONY WITH EXISTING STRUCTURES IN THE DEVELOPMENT BY THE
DEVELOPER. THE OWNER/DEVELOPER OR THE AFORESAID BOARD OF REVIEW*

HAS THE SOLE RESPONSIBILITY TO DETERMINE COMPLIANCE NOT ONLY WITH THE SPECIFIC CONSTRUCTION SPECIFICATIONS OUTLINED HEREIN BUT ALSO WITH THE DEGREE OF "HARMONY" A PARTICULAR HOME HAS WITH OTHER HOMES IN THE SUBDIVISION. "HARMONY" WILL BE INTERPRETED BY THE DEVELOPER WITHIN THE FRAME WORK OF THE OVERALL AESTHETICS OF THAT HOUSE AND THE NEIGHBORHOOD IN GENERAL. APPEARANCE AND FIT OF ANY PROPOSED STRUCTURE SHALL BE JUDGED BASED ON THE OVERALL CHARACTER OF THE NEIGHBORHOOD, THE SETTING OF A GIVEN LOT AND NORMS OF ARCHITECTURAL ACCEPTANCE. THE FURTHER PURPOSE OF THIS RESTRICTION IS TO PROVIDE FOR AESTHETIC CONSIDERATIONS AND TO PROTECT AGAINST DESIGNS WHICH IN THE OPINION OF THE DEVELOPER, WOULD NOT BE COMPATIBLE WITH THE NATURE AND PURPOSE OF THE SUBDIVISION. APPROVAL OF THE PLANS AND SPECIFICATIONS SHALL BE EVIDENCED IN WRITING BY THE OWNER/DEVELOPER OR THE AFORESAID BOARD OF REVIEW. IN THE EVENT THE DEVELOPER FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN OR LOCATION WITHIN TEN WORKING DAYS AFTER SAID PLANS AND SPECIFICATIONS SHALL HAVE BEEN SUBMITTED, SUCH APPROVAL WILL NOT BE REQUIRED, AND THIS COVENANT WILL BE DEEMED FULLY COMPLIED WITH IF SAID STRUCTURE MEETS THE OTHER RESTRICTIONS. NEITHER THE OWNER/DEVELOPER NOR THE AFORESAID BOARD OF REVIEW SHALL BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SUCH PLANS AND SPECIFICATIONS OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATIONS.

16. LANDSCAPING ON EACH RESIDENCE LOT SHALL INCLUDE A MINIMUM OF 15 TREES AND/OR SHRUBS, EXCEPT THAT IN A SITUATION WHERE ONE DWELLING OCCUPIES MORE THAN ONE LOT ONLY THE MINIMUM OF 15 TREES AND/OR SHRUBS SHALL BE REQUIRED.

17. THE PLACEMENT OF ANY SATELLITE DISH OR RECEIVER SHALL BE APPROVED BY THE DEVELOPER.

18. NO JUNK AUTOMOBILES, MOTOR VEHICLES OR BOATS NOT CAPABLE OF REGULAR USE BY THE OCCUPANTS MAY BE KEPT OR PARKED ON THE LOT UNLESS SAME ARE COMPLETELY OUT OF SIGHT INSIDE A GARAGE OR CARPORT ATTACHED TO THE MAIN RESIDENCE OR WITHIN AN APPROVED UTILITY BUILDING. NO WHEELED VEHICLE OR BOAT MAY BE PARKED ON ANY STREET IN THE SUBDIVISION FOR MORE THAN FORTY-EIGHT HOURS.

19. ALL DRIVEWAYS ON LOTS IN SAID SUBDIVISION, PHASE SEVEN, SHALL BE PAVED WITH EITHER ASPHALT OR CONCRETE.

20. THE NATIVE GROWTH OF SUCH PREMISES SHALL NOT BE PERMITTED TO BE DESTROYED OR REMOVED EXCEPT AS APPROVED IN WRITING BY THE DEVELOPER HEREIN NAMED. SPECIFICALLY, NO LIVING TREE HAVING A DIAMETER GREATER THAN TEN (10) INCHES FIVE (5) FEET ABOVE THE GROUND, MAY BE CUT ON ANY OF SAID LAND, EXCEPT SUCH TREES AS MAY BE NECESSARY FOR THE CONSTRUCTION OF THE RESIDENCE WITHIN FIFTY (50) FEET THEREOF, DRIVEWAYS, AND ANY SUCH TREE THAT MAY BE CONSIDERED A SAFETY HAZARD.

21. WHEN THE CONSTRUCTION OF ANY BUILDING IS ONCE

BEGUN, WORK THEREON SHALL BE CARRIED OUT DILIGENTLY AND CONTINUOUSLY UNTIL THE FULL COMPLETION THEREOF. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO MAINTAIN THE CLEANLINESS OF THE JOB SITE DURING CONSTRUCTION. ALL DEBRIS MUST BE PROPERLY CONTAINED SO AS NOT TO CLUTTER OTHER LOTS, BE A NUISANCE TO OTHER OWNERS OR DETRACT FROM THE GENERAL APPEARANCE OF THE SUBDIVISION. THE DEVELOPER RESERVES THE RIGHT BUT NOT THE OBLIGATION TO CLEAN UP ANY JOB SITE AND TO ASSESS THE OWNERS FOR THE COST OF SAID CLEAN UP. ANY DEBRIS WHICH MUST BE REMOVED FROM THE LOT, MUST BE TOTALLY REMOVED FROM MALLARD BAYE SUBDIVISION AT SUCH OWNER'S EXPENSE. THE MAIN RESIDENCE AND ALL RELATED STRUCTURES SHOWN ON THE PLANS AND SPECIFICATIONS APPROVED BY THE OWNER/DEVELOPER AND/OR BOARD OF REVIEW APPOINTED BY THE OWNER/DEVELOPER PURSUANT TO THESE RESTRICTIONS AND COVENANTS MUST BE COMPLETED IN ACCORDANCE WITH SAID PLANS AND SPECIFICATIONS WITHIN NINE (9) MONTHS AFTER THE START OF THE FIRST CONSTRUCTION UPON EACH BUILDING PLOT UNLESS SUCH COMPLETION IS RENDERED IMPOSSIBLE AS THE DIRECT RESULT OF STRIKES, FIRES, NATIONAL EMERGENCIES, NATURAL CALAMITIES, OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE OWNER. THIS RESTRICTION MAY BE WAIVED BY THE OWNER/DEVELOPER AND/OR BOARD OF REVIEW APPOINTED BY THE OWNER/DEVELOPER, AND ANY WAIVER IF THESE RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER AS TO OTHER BUILDING COMPLETIONS.

22. **DIVISION OF LOTS.** NO LOT SHALL BE RE-SUBDIVIDED EXCEPT AS APPROVED BY THE DEVELOPER AND THE GRAINGER COUNTY PLANNING COMMISSION. NO LOT SHALL BE USED FOR THE PURPOSE OF JOINING THIS DEVELOPMENT WITH ANY CONTIGUOUS PARCEL OF LAND AND NO ROAD SHALL BE BUILT ON OR THROUGH A LOT FOR THE PURPOSE OF JOINING THIS DEVELOPMENT WITH ANY CONTIGUOUS PARCEL OF LAND.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SET HIS HAND THIS **1st** DAY OF **1st**, 1996.

Don Bunch
DON BUNCH. OWNER/DEVELOPER

STATE OF TENNESSEE
COUNTY OF HAMBLEN

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE STATE AND COUNTY AFORESAID, DON BUNCH, WITH WHOM I AM PERSONALLY ACQUAINTED, AND WHO ACKNOWLEDGE HE HE EXECUTED THE WITHIN INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

WITNES HAND AND OFFICIAL SEAL AT OFFICE IN SAID COUNTY THIS **8** DAY OF **APRIL**, 1996.

Leigh Anne Atkins
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/25/99



AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS
OF MALLARD BAYE SUBDIVISION PHASE SEVEN

WHEREAS, the undersigned are the Owners of all the Lots located in Mallard Baye Subdivision Phase Seven as shown by plat of record in the Register's Office for Grainger County, Tennessee in Plat Book 3, page 196; and

WHEREAS, said Phase Seven is restricted by Protective and Restrictive Covenants of record in Instrument Book 193, page 1961 in said Register's Office; and

WHEREAS, the undersigned are desirous of amending those Protective and Restrictive Covenants by adding a Paragraph 23 thereto.

NOW THEREFORE, in consideration of the foregoing premises, and a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amend and modify said Restrictions by the addition of Paragraph 23 as follows:

23. As to Lots 177 and 178 all improvements must face Lakeshore Drive. As to Lots 163 through 176 all improvements thereon must face Scenic Drive of Mallard Baye Subdivision. Lots 163 through 176 shall neither have nor create nor utilize any ingress/egress or access whatsoever except Scenic Drive.

Don Bunch enters into this conveyance on behalf of Pelle J. Bunch empowered so to do by Power of Attorney of record in the Register's Office for Grainger County, Tennessee in Instrument Book 190, Page 1629.


DON BUNCH

PELLE J. BUNCH

BY:
DON BUNCH, ATTORNEY-IN-FACT

Don Bunch

A

RONALD SHARP

DORIS SHARP

STATE OF TENNESSEE
COUNTY OF *J&A*

Personally appeared before me, a Notary Public in and for the state and county aforesaid, DON BUNCH, with whom I am personally acquainted, and who acknowledged he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county **this** day of **5** ¹⁹⁹⁸

a Lda D
NOTARY PUBLIC

My commission expires: *C\1.5\99*



STATE OF TENNESSEE
COUNTY OF HAMBLEN

Personally appeared before me, a Notary Public in and for the state and county aforesaid, DON BUNCH, to me known to be the person who executed the foregoing instrument in behalf of PELLE J. BUNCH and acknowledged that he executed the same as the free act and deed of PELLE J. BUNCH.

WITNESS my hand and official seal at office in said county **this** day of **Sept** ¹⁹⁹⁸

Jo L
NOTARY PUBLIC

My commission expires: *5 1 9*



STATE OF
OF

Personally appeared before me, a Notary Public in and for the state and county aforesaid, JAY D. NICEWONDER and wife, LORRAINE B. NICEWONDER, with whom I

am personally acquainted, and who acknowledged they executed the within instrument for the purposes therein contained."

WITNESS my hand and official seal at office in said county this day of _____, 1998.

NOTARY PUBLIC

My commission expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, a Notary Public in and for the state and county aforesaid, RONALD SHARP and wife, DORIS SHARP, with whom I am personally acquainted, and who acknowledged they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said county this day of _____, 1998.

NOTARY PUBLIC

My commission expires: 8/22/01

