

This Instrument Prepared By:
Noah J. Patton, Attorney
1735 Main Street, P.O. Box 217
Tazewell, Tennessee 37879
(423) 626-7223

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 6th day of JANUARY, by Five Star Properties, Inc., a Tennessee corporation, (the "Owner"). **2023**

WITNESSETH:

WHEREAS, the Owner owns certain real property (the "Property") located in Claiborne County, Tennessee, said real property being more particularly described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Owner intends to subdivide the Property into a residential subdivision (the "Subdivision") to be known as First Avenue Heights; and Plot Book 6 page 136

WHEREAS, it is for the interest, benefit and advantage of the Owner and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owner for a period of twenty-five (25) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a Three-fourths (3/4) majority of owners of Lots (then subject to this Declaration) within the Subdivision, with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such Three-fourths (3/4) majority.

1. Land Use and Building Type. No Lot shall be used except for private, single family residential purposes unless specifically required for use by a public utility service for the Subdivision or by governmental authority. No business of any nature shall be conducted on any Lot. Each Lot shall contain no more than one residential dwelling. No building shall be erected, altered, placed or permitted to remain on any Lot for more than a one-family dwelling. No single wide mobile homes are permitted on any Lot. Notwithstanding the foregoing, CrossMods and modular homes are permitted if: within two (2) model years of the date of

2. Resubdivision. The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the recorded plan or resubdivision by the Owner, no Lot may be resubdivided nor its boundaries changed without the consent of the Owner or of at least seventy-five percent (75%) of all Lot owners, each Lot to carry one (1) vote, and without the prior approval of the Planning Commission for Claiborne, Tennessee.

3. Architectural Control. No building, fence, wall, pool or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Owner as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as hereinbelow set forth:

(a) **Duration.** The Owner shall maintain architectural control for ten (10) years from the date of the recordation of this Declaration or until the sale by the Owner of, and the completion of construction of a residential dwelling on, each and every Lot in the Subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this Section 3 shall expire. Notwithstanding the foregoing, the Owner, at any time, may relinquish its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Register's Office for Claiborne County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section 3 shall expire.

(b) **Procedure.** The Owner's approval or disapproval as required in this Declaration shall be in writing. In the event the Owner fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been fully complied with.

(c) **Standards.** For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Owner hereby adopts the following standards for architectural control: the Owner shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood.

(d) **No Liability.** In no event may the Owner be held liable in any way to any Lot owner or other interested party by virtue of the Owner's approval, disapproval, or inaction regarding any architectural control decision.

(The provisions of this Section 3 are sometimes hereinafter referred to as the "Architectural Control Provisions.")

4. Dwelling Size. The minimum square footage of living area of any residence erected in the Subdivision shall be one thousand two hundred (1,200) square feet, as measured from exterior walls; provided, however, that garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square feet requirements.

5. **Exterior Quality.** All exposed foundation block must be covered with a decorative stucco finish. Roofs shall be constructed of a 5/12 or greater pitch and be of asphalt dimensional or higher quality shingles.

6. **Building Location.** Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plan of the Subdivision and all applicable zoning laws and regulations. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

7. **Water and Sewer Services.** All residences shall be connected to the sanitary sewers provided by the Owner. Sewer connections shall be approved by the inspectors and the relevant city authorities, and each Lot owner will be required to pay for water and sewer service in accordance with the rates fixed by the water company or district.

8. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than one hundred eighty (180) days. In any event, construction must be completed within twelve (12) months from its commencement.

9. **Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

10. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No trailer, tent, shack, barn, unattached garage or any other outbuilding (except for bathhouses that otherwise comply with this Declaration) shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the Subdivision. Notwithstanding the foregoing, temporary buildings may be used by the Owner as temporary sales or construction offices.

11. **Driveways and Parking.** Within twelve (12) months after commencing construction of the dwelling or foundation for the dwelling, each Lot shall have a completed driveway constructed of concrete, asphalt, or a combination of concrete and asphalt. In no event shall any Lot owner park, or allow anyone else to park, a vehicle of any type on any street. No vehicle of any type shall be viewable from any street for a period exceeding thirty (30) consecutive days. Owner, its successor and assigns, shall have the right to remove any vehicle not in compliance with this provision and Lot owner shall be responsible for the costs thereof.

12. **Garages and Carports.** There shall be no front entry garages or carports. All side entry carports shall be blocked from view from the front of the particular Lot by the residential dwelling.

13. **Swimming Pools and Bathhouses.** Any swimming pool or bathhouse must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be below ground and enclosed for safety by a wall or fence at least five (5) feet in height. All bathhouses and the construction thereof must conform to and be in harmony with the existing structures in the Subdivision and shall be subject to the Architectural Control Provisions contained herein, if such Provisions are still applicable. All fences and walls must be kept neat, maintained and structurally sound.

14. **Antennae, Satellite Dishes, and Other Electronic Devices.** No television or radio antenna, satellite dish, or other electronic device of a similar nature shall be placed on the roof of any building or on the front two-thirds (2/3) of any Lot, any such device to be restricted to the rear one-third (1/3) portion of the particular Lot. No such device may be more than ten (10) feet in height.

15. **Underground Wiring and Pipes, Etc.** All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground, if practicable.

16. **Garbage and Refuse Disposal; Utility Meters.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street.

17. **Sign Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

18. **Nuisances.** No noxious, offensive or illegal 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. There shall be no exterior storage of any inoperable vehicle for longer than one month.

19. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except for signs of reasonable size advertising the property for sale or rent or signs used by the Owner, or its designee, to advertise during the Owner's sales and construction period.

20. **Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose.

21. **Covenant with Respect to Maintenance of Lot and Improvements.** Each Lot owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. In the event any Lot is mowed less than two (2) times during a calendar

year, Owner, its successors or assigns, shall cause that Lot to be mowed and the Lot owner shall be liable to Owner for all costs involved. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. No Lot owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, or making other material alterations in the exterior appearance of the structure without the express written approval of the Owner in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. Each Lot owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the Subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Subdivision.

22. Damage, Destruction or Maintenance. In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

(a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the Lot owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Owner in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable.

(b) In the case of partial damage or destruction, the Lot owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the Lot owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Owner in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

23. Easements. Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded resubdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the Lot owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may be reasonably necessary, from the front Lot line to the rear Lot line to any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

24. **Enforcement.** Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both. Owner, its successors and assigns, may enforce its rights to assess costs to Lot owners in paragraphs 11 and 21 herein by filing a lien against any Lot owned by a Lot owner liable for such costs in addition to any other right or remedy created herein or at law or in equity. Owner's enforcement or lack of enforcement of any covenant or restriction herein shall not be construed to limit a Lot owner's ability to enforce the same as provided in this paragraph.


25. **Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

26. **Amendment.** Anything contained herein to the contrary notwithstanding, the Owner reserves the right for the Owner, its successors and assigns, if the property has been conveyed to it by the Owner, to modify, release or amend all the covenants and restrictions contained herein until such time as Owner has sold all of the Lots; and thereafter these Declarations may be modified and amended by the vote of at least seventy-five percent (75%) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Claiborne County, Tennessee. As long as there exists upon any Lot in the subdivision a mortgage loan insured by either the Veterans Administration or the Federal Housing Administration, any change, amendment or release of these Restrictions must first be approved by the Veterans Administration and/or the Federal Housing Administration.

27. **No Reverter.** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

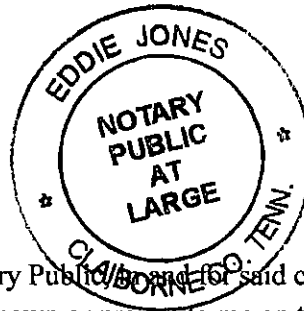
IN WITNESS WHEREOF, the Owner has caused this Declaration to be executed on the day and date first above written.

FIVE STAR PROPERTIES, INC.


Austin Neely
Its: Manager

STATE OF TENNESSEE

COUNTY OF CLAIBORNE



Before me, the undersigned authority, a Notary Public for said county and state, personally appeared Austin Neely to me personally known or proven to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person is the Manager of Five Star Properties, Inc., and that the instrument was signed on behalf of the Corporation by authority of its Board of Directors and acknowledged the instrument to be the free act and deed of the corporation.

Witness my hand at office this 5 day of JANUARY 2023

[Handwritten Signature]
Notary Public
My Commission Expires: 8/23/23

BK/PG: 1626/402-408

23006643



7 PGS:AL-RESTRICTIVE COVENANTS	
CHARLOT BATCH: 78297 01/19/2023 - 03:27 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, CLAIBORNE COUNTY
KIMBERLY H. REECE
REGISTER OF DEEDS