

**PROTECTIVE AND RESTRICTIVE COVENANTS**  
**OF**  
**LOOKOUT SUBDIVISION PHASE 2**

WHEREAS, Roger Ball and Ayers, LP, are the owners of subdivision known as Lookout Subdivision, located just outside the town of Rutledge, in Grainger County, Tennessee, which has been subdivided and which it purposes to restrict by this instrument, and whereas said subdivision Plat is recorded in Book Plat 2, Page 110, at the courthouse in Rutledge, Tennessee.

WHEREAS, it is now desired and the intention purposed for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision, and in order to establish a sound value for these lots, to record these restrictive covenants so that they may be binding and enforceable, and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the undersigned, Roger Ball and Ayers LP, binds themselves, their heirs, executors, administrators, successors and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

1. These covenants take effect immediately and shall be binding on all parties and all persons owning lots in Lookout Subdivision, or claiming under them, for a period of twenty-five (25) years, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by vote of a majority of the owners of the lots (based upon the number of lots owned rather than the number of owners) it is agreed to change said covenants in whole or in part. These covenants are imposed upon the lots of said subdivision and shall be construed as covenants running with the land.
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, or any owner of any lot in Lookout Subdivision, to prevent any violation and /or to recover damages for such violation (s).
3. Invalidation of any of these covenants by judgement or Court order shall not affect any of the other provisions which shall remain in full force and effect.
4. Only one single-family residence shall be built on any lot. Said property may be used for only residential purposes and no commercial use of said property is permitted which is open to the public or causes traffic by the public in said subdivision.
5. A 7.5 foot easement is reserved inside all lot lines as shown on the Plat for utilities installation and maintenance in addition to easement already existing by utility companies. These easements are also reserved as drainage easements.
6. No hogs, chickens, cattle, or other livestock may be raised or kept on any lot. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes or any types of kennels on this property. Dogs, cats, and other pets are to be restrained in such way that they will be confined to the lot of the owner and must not be a disturbance to other lot owners.
7. All residences or structures on said lot should be set back from the nearest front street at least thirty (30) feet and not nearer than fifteen (15) feet to any interior lot line or rear property line.

8. Each residence or home must contain a minimum of Eleven Hundred Twenty (1120) square feet of finished area on the main level. The roof must be of asphalt shingle or better. There shall be no metal roofs except those with commercially factory painted surfaces. There shall be no exposed concrete block allowed in any part of a dwelling exterior or retaining walls.

9. No single-wide mobile homes shall be permitted. Manufactured double-wide or modular homes will be permitted with permanent foundations.

10. No on-street parking shall be permitted for cars, boats, campers or over-the-road vehicles and tractor-trailers. No motor vehicles or parts in an unoperative condition shall be kept open to the public view for a period in excess of thirty (30) days. In the event of violation, the owners or developers, their heirs and assigns, may have same removed at the expense of the owner of said vehicle or the owners of said lot on which said vehicle is located.

11. All driveways to each dwelling shall be hard surfaced with concrete or asphalt, or a combination of the two. Said driveways must be completed at least six (6) months after the initial construction of the residence. If curb is cut, driveway must be completed in sixty (60) days of curb cutting.

12. No residence shall be occupied if the residence has an unfinished appearance. No garage, shed or basement shall be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

13. No lots shall be used or maintained as a dumping ground for rubbish, trash, or other waste and same 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.

14. Real estate signs shall be limited to one (1) sign, not to exceed three (3) square feet of advertising space advertising the property for sale or rent. This will also apply to contractor signs advertising property during the construction sales.

15. All lots shall be mowed and cleaned off at least once a year. In the event that this is not complied with, the seller (developer) may have the lots mowed and cleaned off and a lien declared on said lot for the payment thereof.

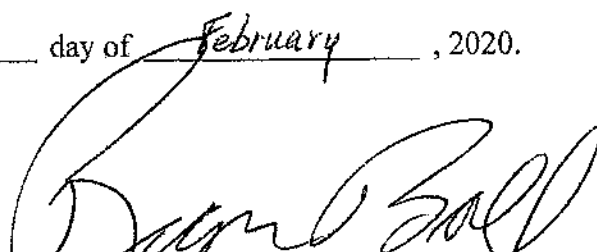
16. All homes must be hooked to public water and a septic system which is installed complying with applicable laws and regulations as prescribed by the Grainger County Health Department.

17. No obnoxious 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.

18. Storage buildings will be one level and constructed of the same or equivalent material as the main residence and will be properly maintained.

19. All homes whether stick-built or manufactured must have proper guttering and down-spouts.

Witness by our hand this 10<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
ROGER BALL

AYERS LP, A Limited Partnership

By: *[Signature]*

AYERS FAMILY TRUST, General Partner  
PAUL P. PROVINS, III, Authorized Trustee

STATE OF TENNESSEE  
COUNTY OF CLAIBORNE

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, Roger Ball and Paul Provins, Authorized Trustee for Ayers Family Trust, General Partner of Ayers LP, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes contained therein.

Sworn to and subscribed before me this 10<sup>th</sup> day of February,  
2020

*Jennifer M. Nunn*  
NOTARY PUBLIC

My commission expires: 2-6-23

BK/PG: IN382/609-611  
20007725

3 PGS:AL-RESTRICTIONS	
SHARON BATCH: 51089	02/13/2020 - 03:10:16 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, GRAINGER COUNTY  
**RICK DIAMOND**  
REGISTER OF DEEDS