

This instrument prepared by: Robert M. Estep
ESTEP & ESTEP
Attorneys-At-Law
P.O. Box 770
Tazewell, Tennessee 37879

PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
NORTH LONE MOUNTAIN SHORES PHASE II

WHEREAS, the undersigned, JAMES O. ENGLAND and wife, JOANNA M. ENGLAND and FRED ENGLAND and wife, TAMMY ENGLAND, (hereinafter referred to as "Declarants") are the owners of certain real property situated in the Third (3rd) Civil District of Claiborne County, Tennessee, known as North Lone Mountain Shores Phase II Subdivision, as shown on map of record in Plat Book 3, Slide 391 in the Register's Office of Claiborne County, Tennessee; and

WHEREAS, Declarants are desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners (hereinafter referred to as "Owners") or any lot or lots (hereinafter referred to as "Lot" or "Lots") in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual covenants to be derived by all parties concerned, Declarants, do hereby covenant and agree with all subsequent Owners of Lots in said subdivision the following restrictive covenants:

1. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date. These covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or restrictions either to restrain violation or to recover damage.
3. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.
4. All tracts shall be for single family residential purposes only. All residential buildings shall be permanent in character, must be fully constructed on site, and shall contain a minimum of 1200 finished square feet. No off-site built homes (mobile, manufactured, or modular) nor structures of a temporary character (trailer, mobile home, motor home, basement, shack, garage, out-building, or tent) shall be permitted for residential purpose.
5. No camping shall be permitted with the exception that during the period prior to the construction of a permanent dwelling on the property, property

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owners may camp upon the premises for continuous periods not in excess of two (2) weeks, nor in excess of a total of sixty (60) days during any given calendar year. All campers and tents must be removed from tracts after camping. No vacant campers shall be left or stored on tracts. No vehicles, campers, trailers or boats shall be allowed to remain parked within the common easement or property shared by the owners for excessive periods of time.

6. The exterior of any house must be completed within six (6) months after construction is commenced.
7. Any outbuilding must conform to construction of the house in materials and workmanship with the exterior being the same or very similar to that of the house. All outbuildings shall be maintained in good repair.
8. Set Back Lines. No building or structure shall be located closer than thirty (30) feet from any existing road right-of-way, nor shall any building or other structure be constructed closer than twenty (20) feet from any side property boundary.
9. No tract shall be utilized for storage purposes and each owner shall refrain from dumping trash, garbage, or rubbish upon the premises. No tract shall be used for an automobile junkyard, and no inoperative or abandoned vehicles shall be placed on the property.
10. No unlawful or illegal activities of any kind will be allowed, and no alcoholic beverages will be sold on this property, nor can said property be used for manufacturing or merchandising.
11. Horses, ponies or cattle are permitted on each lot at the rate of one (1) animal per acre of grassland. No other animal, livestock, poultry or any kind shall be raised, bred or kept on any lot, except dogs, cats and domestic household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and that dog runs are not allowed. In no case shall swine, poultry, reptiles or zoo type animals be considered household pets, nor shall pitbull dogs, vicious or trained guard dogs be allowed .
12. Any fencing along the road frontage of the tract shall be limited to native stone, split rail, or other attractive wood, fiberglass, or plastic decorative fencing. Chain link or other metal type fencing, including but not limited to barbed or woven wire, shall be allowed along all other boundaries of said tract.
13. Property owners shall be allowed to place and/or construct a permanent mailbox in conformity with the requirements of the United States Postal Service. Property owners also may display small, tasteful signage identifying the property, or the owner's name.
14. All boundaries abutting an existing roadway shall be kept clear of the underbrush, debris and refuse that would in any manner impair or limit the use of said roadway. No vehicles, boats, trailers, etc. shall be parked on any road right-of-way.
15. This conveyance is subject to a permanent easement and/or right-of-way measuring twenty (20) feet from the center line of any existing roadway which shall be available for the purpose of maintenance or improvement of said road as well as the construction, alteration, and repair of any utility lines.
16. Each lot shall be subject to a twenty (20) foot easement inside all lot lines for the construction, alteration, repair, and maintenance of public utility lines and drainage.
17. All property owners shall permit, without advance or specific consent, any public utility company to remove all trees deemed necessary (inside and

outside all utility easements) to install and maintain utility lines.


18. The property is subject to all existing easements, right-of-ways, and conveyances which may appear within the records of Claiborne County or which may exist by virtue of any city, county, state or federal law, ordinance statute or regulation, including Tennessee Valley Authority reservations and restrictions.
19. The present roads in Lone Mountain Shores Phase II have been approved by the Claiborne County Planning Commission in accordance to its guidelines for subdividing property within the county. It shall be the responsibility of the property owners upon creation of Owners Association of North Lone Mountain Shores Phase II to maintain, repair, improve, construct or reconstruct and preserve the easements for road right-of-ways set forth within the existing roads in this subdivision and the developers responsibility shall cease.
20. Every owner, except the developers, of tracts shall become a member of the North Lone Mountain Shores Phase II Owners Association, which will be responsible for the maintenance, repair and improvement of easements for road right-of-ways and other common areas within North Lone Mountain Shores Phase II. All of the tracts, and any parcels conveyed from the tracts, shall be subject to an annual assessment to be fixed by the Association from year to year at its annual meeting. The amount of the annual assessment shall be what is reasonably necessary to cover annual costs and reserves. Failure to pay the monthly fee due annually in advance shall result in the imposition of a lien on the lot owner's property, which can be enforced by the appropriate legal action in Chancery Court or other proper forum. Said lien shall be subordinate to any first mortgage. The first year's assessment shall be \$200.00 per annum per tract payable on or before July 1, 2004 for owners of record and every July 1, thereafter, for owners of record as of July 1 each year and will be held in an escrow account of the North Lone Mountain Shores Phase II Owners Association and will be payable annually.
21. Declarants shall select three (3) trustees to serve for a term of three (3) years for the purpose set out above. The primary purpose of the Association and the governing bylaws shall be the maintenance of the roads and common area. After said term, the number of trustees shall be determined by the adopted bylaws and for the terms set out therein. These trustees shall have the responsibility of proposing a set of bylaws, which shall be adopted by a majority of the lot owners, who shall be entitled to one (1) vote for each lot owned. The creation of the Owner's Association will occur after completion of the sales of seventy (70%) percent of the tracts of Lone Mountain Shores Subdivision No. 2.

IN WITNESS WHEREOF, Declarants have hereby executed this instrument as of the

4th day of December, 2003.


James O. England


Joanna M. England


Fred England

Tammy England

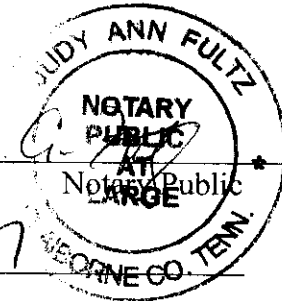
STATE OF TENNESSEE:

COUNTY OF CLAIBORNE:

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, JAMES O. ENGLAND, 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, this the 4th day of December, 2003.

My commission expires: 8-25-07



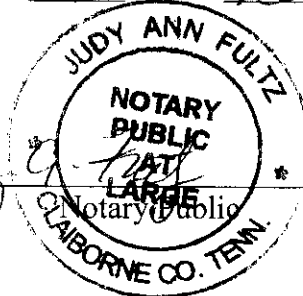
STATE OF TENNESSEE:

COUNTY OF CLAIBORNE:

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, JOANNA M. ENGLAND, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 4th day of November, 2003.

My commission expires: 8-25-07



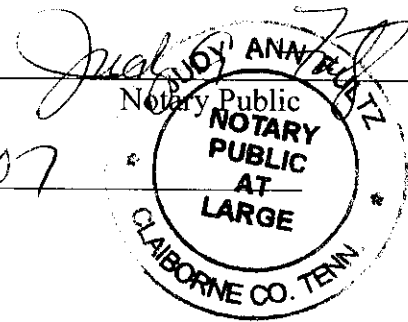
STATE OF TENNESSEE:

COUNTY OF CLAIBORNE:

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, FRED ENGLAND, 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, this the 4th day of December, 2003.

My commission expires: 8-25-07



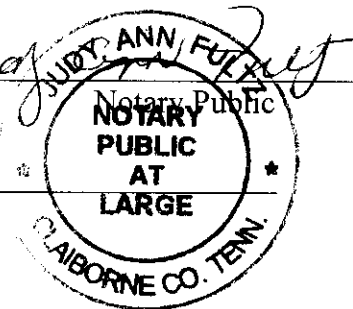
STATE OF TENNESSEE:

COUNTY OF CLAIBORNE:

Personally appeared before me the undersigned authority, a Notary Public in and for said County and State, the within named bargainor, TAMMY ENGLAND, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this the 4th day of December, 2003.

My commission expires: 8-25-07



State of Tennessee, County of CLAIBORNE
Received for record the 04 day of
DECEMBER 2003 at 2:55 PM. (REC# 34611)
Recorded in official records
Book 1140 pages 155- 159
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 27.00, Total \$ 27.00,
Register of Deeds KIMBERLY REECE
Deputy Register LINDA STAMPS

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