

DECLARATION OF RESTRICTIONS

ANCHOR RESORT SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Alpha Development Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Roane County, Tennessee; known as ANCHOR RESORT SUBDIVISION, on Map #_____, Parcel #_____, in the Registers Office for Roane County, Tennessee; and which was conveyed to Declarant of Warranty Deed dated _____, and recorded in Deed Book #_____, Page #_____ in the aforesaid Register's Office.

NOW, THEREFORE, Declarant hereby declares that all lots shown on the above described recorded Plat shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2022, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or in part.
2. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damage or other dues for such violation.
3. Invalidation of any one of these covenant by judgment or court order shall not in any way affect any of the other provisions which shall remain in force and effect.
4. All numbered lots in the subdivision shall be known and designated as residential lots.
- 4A. Lot #C-1 shall be designated for commercial use, however, restrictions have been placed on this lot to conform with

overall theme of the Anchor Resort Subdivision. General approval shall be retail, eating establishments, office, studios, General Store, and other uses that overall conform with a general commercial use. Any commercial use must be approved by Declarant before said use is incorporated in overall development of Anchor Resort Subdivision.

5. Before any dwelling on any lot shall be occupied, a septic tank or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed and approved by the appropriate governmental sewer authority.
6. Building Procedure: When the construction of any building is once begun, work thereon shall proceed diligently and continuously until the full completion hereof.
7. No house constructed on any lot may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.
8. Foundations: All dwellings shall have a solid foundation of brick, stone, post and beam construction, wood or steel pilasters or concrete block faced with brick, stone or stucco, unless approved by Declarant. No exposed concrete block.
9. Square Footage: Unless otherwise approved by Declarant, Homes on Lots 1 - 13 and Lots 43 - 57 shall contain at least 900 square feet. Homes on Lots 14 - 42 shall contain at least 1300 square feet. The computation of square footage shall be exclusive of porches and garages.
10. No noxious or offensive trade activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said lots. The burning of trash, leaves, clippings and other debris or refuse shall not be permitted on any lot without written permit from any local governing bodies having jurisdiction over such burning.
11. No fences or walls shall be erected, placed or altered on any lot or common properties, without the prior approval of the Declarant. Chain link fences are specifically prohibited, unless approved by the Declarant.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the lots shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
14. Signs: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or sign of not more than five square feet used by the building to advertise the property during construction or sales period. Declarant reserves the right to display signs or a larger sign for promotion of the development.
15. Unless otherwise approved by Declarant, the roof composition of all buildings and structures shall be either fireproof wood shingles, slate, clay products or standard composition materials.
16. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containing equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of sight of the general public.
17. Animals: No animals, livestock, poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
18. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or for natural gas shall be erected, maintained or permitted upon any lot.
19. Lot Maintenance: The owners of each lot shall keep his/her lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash, and rubbish, and shall keep such lot at all times in a neat and attractive condition.
20. Firearms: No lot shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any other device capable of killing or injuring.

21. Easements: No easements, rights-of-ways or rights-of-access shall be deeded, granted, or in any way given to any person or companies through any lot in this subdivision unless permission is given in writing by the Declarant.
22. Gardens: Vegetable gardens may be planted on any lot; however, any such garden shall only be to the side or rear of any house on the lot and in no event such garden be planted nearer to the street than the applicable building set back lines.
23. Outbuilding: Outbuildings are permissible; however, they must be neat and attractive in Declarant's sole opinion.
24. Declarant shall have the sold and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part of paragraph of these covenants and restrictions.
25. The Declarant shall have the sole right to amend these covenants and restrictions herein contained, and to release any building lot from any part of the covenants and restrictions of the Declarant, in its sole judgement, determines that such release is reasonable and does not substantially affect any other building lot in adverse manner.
26. All driveways must be paved. No gravel driveway shall be permitted.
27. All lot owners do hereby bind themselves together with Declarant and hereby covenant and agree to maintain their dwellings on the property in a clean, neat and repaired condition, including the landscape, etc., to insure a sound value of all lots and residences in said subdivision.
28. House plans must be submitted to Alpha Development Corporation for Architectural review prior to construction.

Date: _____

DECLARANT

STATE OF TENNESSEE
COUNTY OF ROANE

Witnessed before me a notary public in the above County and State for the purposes therein contained.

NOTARY

My Commission expires: _____

