

Protective Restrictive Covenants
Holston View Farm Phase II
Jefferson County, Tennessee

WHEREAS, Alice Davis and Richard Davis as Trustees have subdivided a portion of Holston View Farm in the Seventh (7th) District of Jefferson County, Tennessee, which was conveyed to Richard Davis by will of J. Mack Davis in Will Book 12 Page 335, County Court Clerks Office, Jefferson County, Tennessee and

WHEREAS, said subdivision is known as Holston View Farm Phase II and a map or plat of said subdivision is recorded in the Registers Office, and

WHEREAS, it is now desired for the benefit and protection of the owners or purchasers of a tract or tracts in this subdivision to establish a sound value for these tracts and it is the intent and purpose of this instrument 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 herein set out the undersigned Alice Davis and Richard Davis, Trustees, bind themselves, their successors and assigns to the following covenants that run with the land or tracts in said subdivision herein above referred to be described as follows:

1. Lots numbered 8 through 17 in said subdivision will be used solely for single family residential purposes. Single-level residential dwellings are to contain a minimum of 2,500 square feet of heated floor space excluding porches basements and garages. Two story or multi-level dwellings shall contain a minimum of 3,500 square feet with a 2,500 square feet minimum of heated space on the first level. Each residence shall have at a minimum an attached two-car garage.
2. Utility buildings may be constructed on the property either attached or unattached to the main residence provided that said

utility buildings have a neat appearance and are constructed at the rear of the resident. All swimming pools must be in the rear of the residence.

3. All residences shall be single family dwellings with only one (1) dwelling per lot, no apartments or multiple dwellings will be allowed. There shall be no commercial business or any commercial business conducted on any lot.
4. All roofing materials shall be composite, metal, wood or slate shingles. The primary roof must have a minimum 6/12 roof pitch or steeper.
5. All residences shall be constructed of brick, stone or log only. All Residences shall be placed on a solid foundation and no concrete blocks shall be visible,.
6. Camping upon the property is prohibited.
7. No building shall be located nearer than 100 feet to any property line, except that no livestock facility shall be located nearer than 400 feet to the right of way line through the property.
8. All trailers, mobile homes, double-wide homes, manufactured homes, pre-fabricated homes, and/or modular homes are expressly prohibited.
9. No structure of a temporary character, trailer, basement, tent, garage, or other outbuilding shall be used at any time for a residence, either temporarily or permanently.
10. No poultry or swine shall be raised, bred or kept on property. Cattle or horses shall be limited to one (1) head per acre. Any pets such as dogs or cats must not be allowed to run at large so as to create a nuisance.
11. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. Further all garbage or rubbish shall be kept in sanitary covered containers

12. No illegal, noxious or offensive activities shall be carried on or permitted on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No Overnight Parking of Commercial Vehicles on any lots. No parking of junk Vehicles.
13. No tracts may be resubdivided except tract 17 may be resubdivided into two parts only.
14. No radio or cell towers, antennas, over sized satellite dishes, or any other substantial structure obscuring the view shall be maintained or permitted on any of the lots in the subdivision. Clothes lines shall be at the rear of the residence.
15. The entire exterior shell of the house must be completed within nine months of the commencement of construction.
16. All tracts must be mowed at least once each year.

These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in the Jefferson County, Tennessee, Register of Deeds Office, after which time these covenants shall be automatically extended for successive periods of ten (10) years.

If the parties hereto or any them to their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful to any other person or persons owning any real estate situated upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation.

The violation of any one of these covenants by judgments or court decrees shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF the parties hereunto have set their signatures on this the 1st day of April, 2009.

Richard B. Davis
Richard B. Davis

Alice P. Davis
Alice P. Davis

STATE OF TEXAS
COUNTY OF COLLIN

Personally appeared before me Richard B. Davis and Alice P. Davis with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the foregoing instrument for purposes therein contained.

Witness my hand and Official Seal at office in said state and county this 1st day of April, 2009.



Linda Redd
NOTARY PUBLIC

BK/PG: 983/129-132
09002517

4 PGS. : AL - RESTRICTIONS	
SUE BATCH: 53767	
04/07/2009 - 08:10 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
OP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, JEFFERSON COUNTY
SARAH WEBB
REGISTER OF DEEDS

08/28/11
COMMISSION EXPIRES

Prepared by Richard Davis
1822 Haverford Dr.
Allen, Texas 75013