

THIS INSTRUMENT PREPARED BY:
SHANKS & BLACKSTOCK, ATTYS.
406 UNION AVENUE, SUITE 600
KNOXVILLE, TENNESSEE 37902

Final Copy

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LOTS 2 THROUGH 32, LOYSTON HILLS SUBDIVISION**

THIS Declaration of Covenants, Conditions and Restrictions is made, published and declared this _____ day of October, 2008, by Mell Mashburn and Rosa Mashburn (hereinafter referred to collectively as the "Declarants").

WITNESSETH:

WHEREAS, the Declarants are the owners of those certain three tracts of real property situated in District Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, consisting of approximately 45.13 acres, 7.95 acres, and 1.22 acres, and being more particularly described in that certain Warranty Deed from Charles A. Hale, Jr. widower, to Mell Mashburn and wife, Rosa Mashburn, dated May 25, 2007, of record in the Register's Office for Knox County, Tennessee, under Instrument 200706050100073 (the "Property"), to which instrument reference is hereby made for a more particular description; and

WHEREAS, in accordance with the site development plan as shown on the plat of survey entitled "Final Plat of Loyston Hills, Unit 1", dated August 23, 2007, revised October 2, 2007, prepared by Garrett Mitchell Tucker, Registered Land Surveyor, Tennessee No. 1947, Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, Tennessee 37938, bearing Project Number 07037, and of record in the Register's Office for Knox County, Tennessee, under Instrument 200710230033576, the Declarants have subdivided a portion of the Property consisting of 10.96 acres, more or less, into seven residential subdivision lots; and

WHEREAS, in accordance with the site development plan as shown on the plat of survey entitled "Final Plat of Loyston Hills, Unit 2", dated August 20, 2008, prepared by Garrett Mitchell Tucker, Registered Land Surveyor, Tennessee No. 1947, Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, Tennessee 37938, bearing Project Number 07037, and of record in the Register's Office for Knox County, Tennessee, under Instrument _____, the Declarants have subdivided a portion of the Property consisting of 7.95 acres, more or less, into five residential subdivision lots; and

WHEREAS, in accordance with the site development plan as shown on the plat of survey entitled "Final Plat of Loyston Hills, Unit 3", dated August 19, 2008, prepared by Garrett Mitchell Tucker, Registered Land Surveyor, Tennessee No. 1947, Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, Tennessee 37938, bearing Project Number 07037, and of record in the Register's Office for Knox County, Tennessee, under Instrument _____, the Declarants have subdivided a portion of the Property consisting of 34.14 acres, more or less, into nineteen residential subdivision lots; and

WHEREAS, in accordance with the site development plan as shown on the plat of survey entitled "Final Plat of Loyston Hills, Unit 4", dated November 2, 2007, revised December 3, 2007, prepared by Garrett Mitchell Tucker, Registered Land Surveyor, Tennessee No. 1947, Robert G. Campbell & Associates, L.P., 7523 Taggart Lane, Knoxville, Tennessee 37938, bearing Project Number 07037, and of record in the Register's Office for Knox County, Tennessee, under Instrument 200808200012623, the Declarants have subdivided a portion of the Property consisting of 1.22 acres, more or less, into one residential subdivision lot; and

WHEREAS, the Declarants desire to place certain covenants, conditions and restrictions upon the use of Lots 2 through 32 (inclusive) in the residential subdivision development for the benefit and protection of owners thereof in order to establish and maintain a sound value for such homes and the aesthetic quality of the entire development.

NOW, THEREFORE, the Declarants publish and declare that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I DEFINITIONS

Unless the context clearly indicates a different meaning thereof, certain terms as used in this Declaration (whether capitalized or not) shall be defined as follows:

(a). "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Loyston Hills Subdivision, as the same may be amended from time to time.

(b). "Developer" means Mel Mashburn and Rosa Mashburn, and their heirs, executors, administrators, and assigns.

(c). "Lot" means each of Lots 2 through 32 (inclusive) as shown upon the Plats.

(d). "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot which is a part of the Property, but excluding those having an interest merely as security for the performance of any obligation.

(e). "Person" means a natural person, limited liability company, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(f). "Plat" means that certain Final Plat for Loyston Hills, Unit 1, of record under Instrument 200710230033576, that certain Final Plat for Loyston Hills, Unit 2, of record under Instrument _____, that certain Final Plat for Loyston Hills, Unit 3, of record under Instrument _____, and that certain Final Plat for Loyston Hills, Unit 4, of record under Instrument 200808200012623, and any amendments or supplemental site development plans of the development as may be subsequently recorded in the Register's Office for Knox County, Tennessee.

(g). "Property" means that certain real property described in the preamble hereinabove, together with such additional real property as may by subsequent amendment be added to and subjected to this Declaration.

(h). "Structure" means any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration but not limitation, any dwelling, garage, sunroom, porch, patio, gazebo, shed, workshop, greenhouse, bathhouse, or any other accessory structure. No reference to any of the foregoing things or objects which will be deemed to be a "Structure" shall indicate or imply that all of such things or objects are permitted Structures under the terms and provisions of this Declaration.

(i). "Traditional Architecture" means residential architecture categorized as Williamsburg, American Colonial, Georgian, French Provincial, English Tudor, and other traditional single family residential architecture common in the United States and not typically referred to as contemporary architecture.

ARTICLE II
GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures and improvements located thereon:

Section 1. Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot shall at any time be used for any commercial, business or professional purpose; provided, however, that nothing herein shall be construed to prohibit Declarants or any builder of residences in the development from using any Lot owed by the Declarants or such builder for the purpose of carrying on business related to the development, improvement and sale of Lots in the development.

Section 2. Density of Use. Not more than one (1) dwelling house may be erected on any Lot and no Lot may be subdivided to reduce its size by any devise, voluntary alienation, partition, judicial sale, or other process of any kind. Any two (2) contiguous Lots may be collectively resubdivided to form a single Lot for purposes of erecting a single dwelling house across the common boundary line separating said Lots; provided however, that any such resubdivision must be applied for and approved by the Knoxville-Knox County Metropolitan Planning Commission in accordance with *The Knoxville-Knox County Minimum Subdivision Regulations* applicable thereto.

Section 3. Conventional Construction. The construction of any Structure shall be by means of conventional on-site construction methods. No house trailer, mobile home, manufactured home, modular home, pre-fabricated dwelling unit, storage shed, or other temporary or movable structure of any kind shall be used, placed, erected, assembled or permitted to remain on any Lot.

Section 4. Traditional Architecture. The construction of any Structure shall be in the style of Traditional Architecture. The determination of whether or not a Structure is "traditional" shall be decided by the Developer in its sole and uncontrolled discretion.

Section 5. House Size. Each residence must be a one story or two story type dwelling. For Lots 2 through 7 (inclusive) and Lots 28 through 32 (inclusive), the heated livable area of any one story residence, excluding basements, garages, porches, sun rooms, storage areas, and workshops, shall not be less than 1,600 square feet on the primary floor (main), and the heated livable area of any two story residence, excluding basements, garages, porches, sun rooms, storage areas, and workshops, shall not be less than 2,100 square feet on both primary floors (main and upper). For Lots 8 through 27 (inclusive), the heated livable area of any one story residence, excluding basements, garages, porches, sun rooms, storage areas, and workshops, shall not be less than 1,800 square feet on the primary floor (main), and the heated livable area of any two story residence, excluding basements, garages, porches, sun rooms, storage areas, and workshops, shall not be less than 2,300 square feet on both primary floors (main and upper). No residence shall exceed two stories above grade construction as measured along the front of the house.

Section 6. Approval of Plans and Specifications. No Structure shall be erected, placed, altered, or permitted to remain on any Lot until the building plans and specifications and a plan showing the location of the same have been approved in writing by the Developer as to the quality of workmanship and materials, harmony of the exterior design (including paint colors) with respect to existing Structures, and location with respect to topography, finish grade level, and elevation.

Section 7. Garages. Each residence must have an attached fully enclosed garage with a minimum capacity of two (2) full size cars. Garage doors must be of raised panel construction and be coordinated with the dwelling to which it is appurtenant.

Section 8. Exposed Foundation Walls. All above-ground exterior foundation walls must be veneered with brick or stone masonry. No simulated brick or stone materials shall be permitted.

Section 9. Exterior Finishes. Finish building materials must be applied consistently to all sides of

the exteriors of all Structures. At least 70% of the total exterior surface area of any Structure must be brick, stone, stucco, Dryvit, or other material approved by the Developer, and no more than 30% of the exterior surface area of any one side of any Structure may be vinyl.

Section 10. Roofs. Roofing materials must be dimensional grade shingles, slate, or standard composition materials of similar durability as approved by the Declarants.

Section 11. Fences. All private fences must be constructed of brick, stone, wrought iron, or wood. Unless otherwise approved by the Developer, all fences, hedges and other separating devices shall be constructed on the rear of the Lot so as not to be situated any closer to the front lot line than the rear most exterior wall of the dwelling. All fences shall be no less than three (3) feet in height or more than six (6) feet in height.

Section 12. Screening. All air conditioning units, lawn equipment, garbage cans, service yards, and woodpiles shall be kept screened by adequate planting or fencing so as to completely conceal them from view of all streets and neighboring Lots. Further, none of the foregoing items, nor any basketball goals or other playground or sports equipment, shall not be located or placed any closer to the front lot line than the rear most exterior wall of the dwelling. Basketball goals shall not be attached to any part of the dwelling.

Section 13. Antennae. No antennae, satellite dish or other device for the transmission or reception of television or radio signals shall be erected or maintained on any Lot unless the same is installed on the rear of the dwelling below the uppermost roof line so as to conceal the appearance of such apparatus from street level at the front of said Lot.

Section 14. Driveways. All driveways, walks and patios must be completed prior to occupancy of any dwelling. A minimum of seventy-five (75) linear feet of the entrance of each driveway leading from the public street or permanent access easement, as the case may be, must be constructed of asphalt or concrete. Walks and patios must be constructed of concrete, brick, stone, interlocking pavers or exposed aggregate.

Section 15. Sidewalk Requirement. Prior to the occupancy of any dwelling on Lots 8, 9, and 10, the Owner of said Lot must complete the construction of a three (3) foot wide concrete sidewalk running parallel to Old Maynardville Pike and along the entire length of the southeastern boundary of said Lot.

Section 16. Obligation to Maintain Stormwater and/or Water Quality Facilities. Each grantee of the Declarants, by the acceptance of a deed for any Lot, accepts the same subject to all restrictions, covenants, conditions, and obligations of maintenance as set forth in the Covenants for Permanent Maintenance of Stormwater Facilities dated November 27, 2007, of record in the Register's Office for Knox County, Tennessee, under Instrument 200712260049035, and the Covenants for Permanent Maintenance of Stormwater Facilities dated August 28, 2008, of record in said Register's Office under Instrument 200809240020823. The obligations of maintenance as imposed by said Covenants for Permanent Maintenance of Stormwater Facilities shall be equally apportioned (0.03226) among the thirty-one Lots as shown upon the Final Plat for Loyston Hills, Unit 1, of record under Instrument 200710230033576, the Final Plat for Loyston Hills, Unit 2, of record under Instrument _____, and the Final Plat for Loyston Hills, Unit 3, of record under Instrument _____, all in the Register's Office for Knox County, Tennessee. All restrictions, covenants, conditions and obligations of maintenance of every character imposed by said Covenants for Permanent Maintenance of Stormwater Facilities shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantees in like manner as though the provisions of such instruments were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 17. Mailboxes. Each residence must have a traditional mailbox structure constructed of

brick or stone masonry. No wrought iron or wooden fence posts or mailboxes shall be permitted.

Section 18. Occupancy. No dwelling constructed on any Lot may be occupied prior its completion, which completion shall include seeding or sprigging the entire Lot and all landscaping.

Section 19. Clotheslines. No clothesline may be used or maintained on any Lot.

Section 20. Inoperable and Recreational Vehicles. No inoperable vehicles, wagons, trailers, recreational or commercial vehicles, including but without limitation, boats, personal water craft, aircraft, snow mobiles, motorcycles, all-terrain vehicles, go carts, dune buggies, race cars, trucks, motor homes, camping trailers, or similar type vehicles shall be kept other than in a garage. No automobile or other vehicle shall be continuously, habitually or regularly parked on any street or in any yard.

Section 21. Animals. For Lots 2 through 21 (inclusive) and Lots 23 through 31 (inclusive), no animals shall be permitted on any Lot other than dogs, cats or caged birds kept solely as household pets. For Lots 22 and 32, no animals shall be permitted on any Lot other than dogs, cats, caged birds, or horses kept solely as household pets. No animals of any kind shall be raised, bred or maintained on any Lot for commercial purposes. All dogs and cats must be confined within the dwelling or fenced yards. No runs or pens shall be permitted.

Section 22. Swimming Pools. All construction of swimming pools shall be by means of permanent in-ground methods. No above-ground swimming pools shall be permitted. All swimming pools shall be fenced in a manner so as to comply with: (a) all laws and regulations applicable thereto; and (b) the minimum fence restrictions set forth hereinabove.

Section 23. Nuisances. No unlawful, noxious or offensive activities shall be permitted on any Lot nor shall anything be done thereon which constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with any other Owner's peaceful use and enjoyment of such Owner's Lot. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Lot so as to render the same unsanitary, unsightly or offensive.

ARTICLE III GENERAL PROVISIONS

Section 1. Enforcement. The Declarants or any Lot Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions imposed by the provisions of this Declaration. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. If any provisions of this Declaration, or any paragraph, subparagraph, article, section, sentence, clause, phrase, word or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Headings. The headings of articles and sections in this Declaration are for convenience only and shall in no way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a period of twenty (20) years from the date this Declaration is recorded, at the end of which period such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least two-thirds (2/3) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument is filed for record in the Register's Office for Knox County, Tennessee.

Section 5. Rights and Obligations. Each grantee of the Declarants, by the acceptance of a deed for any Lot, accepts the same subject to all restrictions, covenants and conditions created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Notices. Notices provided in this Declaration shall be in writing and shall be addressed to any Owner at his or her Lot, or at such other address as disclosed in a written notice of change of address furnished to Declarants. Notices to the Declarants shall be in writing and shall be addressed to *Mell Mashburn and Rosa Mashburn, 9430 Loyston Road, Knoxville, Tennessee 37938*, or at such different address as disclosed in a written notice of change of address furnished to all Lot Owners.

Section 7. Waiver and Modification. Declarants hereby reserve the right in their absolute discretion at any time before a sale of any Lot to annul, waive, change or modify any of the terms and provisions contained herein and shall have the right to change the size of or locate or relocate any of the Lots or roads shown on the Plat. The Declarants may also amend these covenants and restrictions at any time for the purpose of curing any ambiguity or inconsistency between the provisions contained herein, without the joinder or consent of any other Owner. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by the Declarants if Declarants are the owners of any Lot then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed for record in the Register's Office for Knox County, Tennessee. Every purchaser or grantee of any interest in any Lot made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this Section.

Section 8. Assignment or Transfer. Any or all of the rights and estates reserved or given to the Declarants in this Declaration may be assigned to any one or more assignees. Any such assignment or transfer shall be made by appropriate instrument to be filed for record in the Register's Office for Knox County, Tennessee.

IN WITNESS WHEREOF, the Declarants have executed this Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

Declarants:

Mell Mashburn

Rosa Mashburn

State of Tennessee)
 : ss.
County of Knox)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Mell Mashburn and Rosa Mashburn, the within named bargainors, 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 the purposes therein contained.

Witness my hand and seal at office in Knox County, this _____ day of October, 2008.

My Commission Expires: _____

Notary Public

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