

1310N PHASE THREE

Shertz Lane

LOOKOUT DRIVE

LOOKOUT SUBDIVISION PHASE ONE

TRACT NO. 7
5.338 AC
\$68,000.

TRACT NO. 8
5.41 AC
Pending

TRACT NO. 9
5.99 AC
Pending @ 72,000.

TRACT NO. 10
5.53 AC
10,000.

TRACT NO. 11
7.08 AC
89,000.

TRACT NO. 12
5.01 AC
Pending

TRACT NO. 13
5.29 AC
Pending

TRACT NO. 14
5.63 ACRES
\$75,000.

TRACT NO. 15
6.134 ACRES
\$92,000.00

ALFORD DEVELOPMENT

AYERS ADDITION

LOT 1 through LOT 110

PARCEL C 0.493 AC

PARCEL D 0.262 AC

Donnie Lynn Smith
DB 344 PG 1906

T W. & DIANE J. SHEPARD
391 PG 1965

PROTECTIVE AND RESTRICTIVE COVENANTS
OF
ALFORD DEVELOPMENT

WHEREAS, Roger Ball and Ayers, LP, are the owners of subdivision known as Alford Development, 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 __, Page ____, 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:

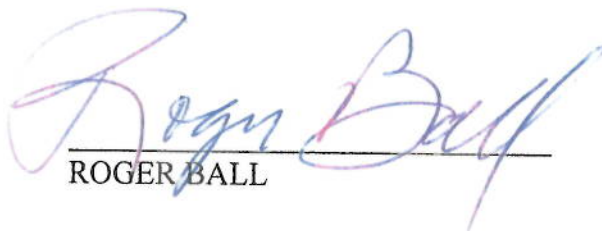
1. These covenants take effect immediately and shall be binding on all parties and all persons owning lots in Alford Development, or claiming under them, for a period of twenty-five (25) years, at which time said covenants shall automatically extend for successive periods of ten (10) years unless by 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 Alford Development, 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. 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. Any subsequent subdivision of any tract must be done in accordance with all applicable laws and regulations.
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 fowl or swine of any kind shall be allowed on this property. Owner may keep one (1) horse, pony, llama, or other domestic type animal per acre. Domestic pets such as 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.

All animals and/or 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 11th day of January, 2022.



ROGER BALL

AYERS LP, A Limited Partnership

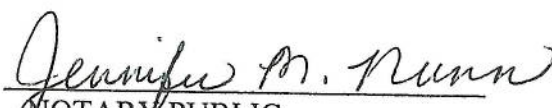
By: 

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 11th day of January, 2022.



NOTARY PUBLIC

My commission expires: 2-6-23.



AMENDMENT TO PROTECTIVE AND RESTRICTIVE COVENANTS
OF ALFORD DEVELOPMENT

WHEREAS, Roger Ball and Ayers, LP, are the owners of subdivision known as Alford Development located just outside the town of Rutledge, in Grainger County, Tennessee, and whereas said subdivision plat is recorded in Plat Bok 8, Page 184, in the courthouse in Rutledge, Tennessee,

WHEREAS, owners desire to amend restrictions as recorded in Book IN401, Page 1258, as follows:


Concerning Restriction item No. 11, concerning driveways to each dwelling, owners wish to amend said restriction:

11. All driveways to each dwelling on lots 71-87, and Lots 300-319 shall be hard surfaced with concrete or asphalt, or a combination of the two. Acreage Lots 1-6 will be required to have a 30 foot asphalt or concrete driveway entrance from Howell River Road. The remainder of driveway going up to dwelling may be graveled or better. 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.

WITNESS by our hand this 2 day of February, 2022.


ROGER BALL

AYERS, LP, A Limited Partnership:


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, who is the 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 2nd day of February, 2022.

, NOTARY PUBLIC

My commission expires: 2-6-23

