

This Instrument Prepared By:  
Reliance Title Agency, Inc.  
28 Courthouse Square, Suite 100  
Jasper, Tennessee 37347

**RESTRICTIVE COVENANTS OF  
THE SHELLEY-JOHNSON SUBDIVISION**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** ("Declaration") is hereby made, published and declared this 1st day of June, 2006, by John Shelley and Ronald E. Johnson, hereinafter referred to as "Owners".

*E Cheryl V. Johnson*

**WITNESSETH:**

**WHEREAS**, it is for the interest, benefit and advantage of the Owners and each and every person or entity that shall hereafter acquire any lot in the Subdivision that the restrictive covenants governing and regulating the use and occupancy of the lots in said subdivision be set forth and declared to be covenants running with the land.

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Owners and each and every subsequent owner of any of the lots in the subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the property and to all of said Lots and to all persons owning any of said Lots hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty-five (25) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of twenty-five (25) years each unless it be agreed by a vote of a two thirds (2/3) majority of owners of Lots (then subject to this Declaration) within the subdivision with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such two thirds (2/3) majority and evidenced by written agreement relative thereto duly recorded in the Register's Office of Marion County, Tennessee.

1. Land Use and Building Type. No Lot shall be used except for private, single family residential purposes. No business of any nature shall be conducted on any Lot.
2. Dwelling Size. The minimum square footage of living area of any residence erected in said subdivision shall be One Thousand Five Hundred (1,500) square feet, as measured from exterior walls; provided, however, garages, carports, porches, basements and similar spaces shall be in addition to and not included in the above-stated minimum square footage requirements.
3. Building Location. Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plat of the Subdivision and all applicable zoning laws and regulations. For the purposes of this covenant, eaves, open porches and decks shall be considered as a part of the building.
4. Driveways. All driveways shall be ~~concrete~~ *at least gravel.*
5. Easements. Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities for a width of fifteen (15) feet along all Lot lines. The granting of these easements or rights of access shall not prevent the use of the area by the owner for any permitted purposes; however, no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. If adjoining Lots are owned by one owner, this provision shall not apply to the interior Lot lines as long as the Lots are so owned.

6. Diligence in Completing Construction. Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than sixty (60) days. In any event, construction must be completed within nine (9) months of its commencement; however, the Owners may grant an extension due to extenuating circumstances.

7. Maintenance of Construction Site. Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

8. Dwellings, Temporary Structures, Garages, and Out-buildings, Etc. No trailer, mobile home, tent, shack or barn shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwellings (including, but not limited to, mobile homes, double wide mobile homes, trailers, modular homes, or prefabricated homes) shall be moved onto any Lot. No structure of any kind except a dwelling house constructed on a Lot shall be occupied as a residence, and the outside of any building so occupied must be completed before occupancy.

9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Covenant with Respect to Maintenance of Lot and Improvements. Each owner shall keep his or her Lot and any structures thereon in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot during a period of construction thereon. Each owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the subdivision.

11. Nuisances. No noxious, offensive or illegal 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.

12. Signs. No sign of any kind shall be displayed to the public view on any Lot except for signs of reasonable size advertising the property for sale or rent.

13. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purposes.

14. Damage, Destruction, or Maintenance. In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

- (a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure.
- (b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition. In

no event shall any damaged structure be left unrepaired and unrestored for in excess of ninety (90) days.

15. Enforcement. Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both. In the event that person(s) bringing such action is (are) successful, the unsuccessful party (parties) shall be liable for all costs of the proceeding, including the successful party's (parties') attorney fee and such other trial costs as the Court may allow (such as expert witness' charges).

16. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

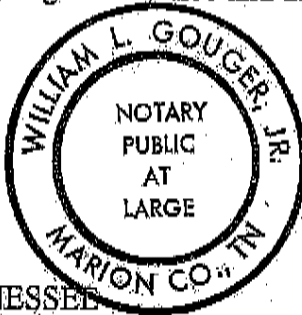
17. Severability. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this and the provisions of this Declaration are declared to be severable.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written.

John Shelley  
JOHN SHELLEY,  
Individually and as Owner  
Ronald E. Johnson  
RONALD E. JOHNSON,  
Individually and as Owner

STATE OF TENNESSEE  
COUNTY OF MARION

On this 1<sup>st</sup> day of June, 2006 before me personally appeared JOHN SHELLEY, to me known or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing conveyance and acknowledged that he executed the same as his free act and deed.



William L. Gouger, Jr.  
NOTARY PUBLIC  
My Commission Expires: 3/6/07

STATE OF TENNESSEE  
COUNTY OF MARION

On this \_\_\_ day of \_\_\_\_\_, 2006 before me personally appeared RONALD E. JOHNSON, to me known or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing conveyance and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_