

This Instrument Prepared By:
William L. Gouger, Jr., Attorney
Reliance Title Agency, Inc.
P.O. Box 575
Jasper, TN 37347
(423) 942-1430

MODIFICATION OF RESTRICTIVE COVENANTS

TANYA LYNN ESTATES

WHEREAS, by virtue of that Declaration of Restrictions of record in Volume 172, page 132, et seq, Register's Office of Marion County, Tennessee, W.N. Lofty, James E. Lofty, and David C. Spangler, Jr. adopted restrictive covenants applicable to all lots in Tanya Lynn Estates; and

WHEREAS, said restrictions were subsequently adopted by Steven D. Lofty and wife, Vicki S. Lofty, to apply to all lots in Tanya Lynn Estates, Addition "A"; and

WHEREAS, the said developers now desire to modify and amend said restrictions to apply to all remaining unsold lots in both developments, said amendments being as follows:

SECTION 1. That section originally identified in the above-referenced restrictions as "3. MOBILE HOMES:" is hereby deleted in its entirety, and the following restriction is substituted in lieu thereof:

3. MOBILE HOMES AND LOG HOMES: No mobile homes, prefabricated homes, modular homes or log homes, either temporary or permanent, shall be placed or maintained on said property.

SECTION 2. That section originally identified in the above-referenced restrictions as "4. MINIMUM DWELLING SIZE:" is hereby deleted in its entirety, and the following restriction is substituted in lieu thereof:

4. MINIMUM DWELLING SIZE: All dwellings constructed shall have a minimum heated area of two thousand (2,000) square feet, excluding garages, porches, breezeways, and basements. Split level, split foyer, one and one-half, and two story houses shall have no less than twelve hundred (1200) square feet in the main ground floor. Finished basements may not be used to compute minimum square footage requirements of any dwelling.

SECTION 3. All remaining sections and provisions of the above-referenced restrictions shall remain in full force and effect, and the undersigned developers acknowledge that these amendments shall not apply to lots sold prior to the date of recording of these amendments.

SECTION 4. SEVERABILITY: Invalidation of any one or more of the original covenants or of these amended covenants by judgment of a court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our signatures on this ____ day of _____, 1998.

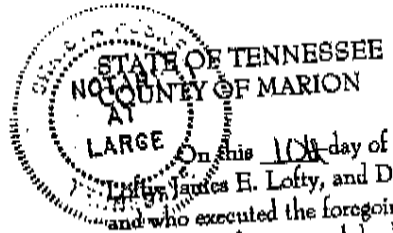
W N Lofty
W. N. LOFTY

James E. Lofty
JAMES E. LOFTY

David C. Spangler Jr.
DAVID C. SPANGLER, JR.

SD Lofty
STEVEN D. LOFTY

Vicki S. Lofty
VICKI S. LOFTY



On this 10th day of August, 1998, before me personally appeared W. N. Lofty, James E. Lofty, and David C. Spangler, Jr., to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same as their own free act and deed.

Christa Powell
NOTARY PUBLIC
My Commission Expires: 5-14-02

STATE OF TENNESSEE
COUNTY OF MARION

On this 20th day of August, 1998, before me personally appeared Steven D. Lofty and wife, Vicki S. Lofty, to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same as their own free act and deed.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/30/2001



State of Tennessee, County of MARION
Received for record the 10 day of
AUGUST 1998 at 9:29 AM. (RECH 33468)
Recorded in official records
Book: 254 Pages 240- 242
Notebook: 16 Page 310
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds MENFRED HAGGARD
Deputy Register RENEE FOSHEE

THIS INSTRUMENT PERPARED BY:
W.N. LOFTY, JAMES E. LOFTY,
AND DAVID C. SPANGLER, JR.

DECLARATION OF RESTRICTIONS

TANYA LYNN ESTATES

1. **LAND USE AND BUILDING TYPE:** No Tract of land shall be used except for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any tract other than a single-family dwelling.
 2. **SUBDIVISION OF TRACTS:** The owner reserves the right to alter, change, divide or subdivide any tract within said subdivision as it, in its sole discretion, may desire; provided, however, that no re-subdivided tract shall have an area of less than one acre.
 3. **MOBILE HOMES:** No mobile homes, or prefabricated homes, either temporary or permanent shall be placed or maintained on said property.
 4. **MINIMUM DWELLING SIZE:** All dwellings constructed shall have a minimum heated area of 1500 sq. feet. excluding garages, porches, breezeways, and basements. Split level, split foyer, one and one half story, and two story houses shall have no less than 1200 sq. feet. in the main ground floor area. Finished basements may not be used to compute minimum square footage requirements of any dwelling.
 5. **BUILDING LOCATION:** No building shall be located on any tract nearer to the front line than 40 ft., or nearer to rear line than 10 ft.
 6. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently.
 7. **OUTBUILDINGS:** All structures shall have a minimum of 300 sq. ft. and in the same workmanlike manner as the main structure of the residence. The outside of such outbuilding must be finished to match the exterior of the main structure of the residence.
- No building shall be erected, placed or altered on any tract in a manner such as to leave exposed concrete blocks on the exterior of such building. All concrete blocks above the finished ground elevation of any structure must be covered with stucco, veneer, stone or brick.

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8. **DRIVEWAYS:** All driveways from street to house that are not concreted or hot mix asphalted should be designed and maintained to where there will be no washing of dirt, mud, stone or other debris into Tanya Drive.

ANY DAMAGE OR CLEANING-UP will be done immediately at the expense of the owner.

9. **VEHICLES:** No abandoned, disabled, dismantled, or partially dismantled vehicles are to be parked on streets or on any tract in subdivision.

10. **GARBAGE AND REFUSE DISPOSAL:** No tract 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 materials shall be kept in a clean and sanitary condition.

11. **LIVESTOCK AND POULTRY:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any tract, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. **TREES:** The majority of trees may not be removed from any tract except in the area of the tract which the house and driveways are to be constructed. Excessive removal of trees, will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the subdivision.

13. **DAMAGES:** Any damage done to street or curbing by the owner of any tract will be repaired immediately at the expense of the owner or contractor.

14. **ALL STRUCTURES** must be completely finished on the exterior before being occupied.

15. **NUISANCES:** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Burned building not repaired or removed within 90 days shall be considered nuisances per se.

16. **SEWAGE:** Before any residence shall be occupied, the residence shall be connected to a public sewer or shall be provided with a private septic tank sewage disposal system that shall be constructed and maintained in accordance with the sanitation code and specifications prescribed by the Marion County Health Department.

17. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

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The easement area of each tract and all improvements in it shall be improvements for which a public authority or utility company is responsible.

18. WAIVER OF MINOR VIOLATIONS: In the event there should be a violation of any of the foregoing conditions and restrictions, which is by its nature of minor importance relative to the general subdivision plan, as set out on the plat of records and as contained in these restrictions. The undersigned hereby reserve the right to waive such minor violations by duly executed and recorded instrument.

19. ENFORCEMENT: In the event any one or more of the foregoing restrictive conditions be violated by any part, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder or of any group of owners or holders and any tract or tracts, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment injunctive proceedings which costs and attorney fees are prescribed and liquidated damages, and shall also be liable for in this paragraph shall not be exclusive but shall be in the addition to any other remedies allowed by law in such cases at the time or time of violations as said restrictions.

20. SEVERABILITY: Invalidation of any one or more of the covenants by judgement of a court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our signature

STATE OF TENNESSEE, MARION COUNTY
I, Eunice Turner, Register of said County do hereby certify that the foregoing instruments and certificate were noted in Note Book 14 Page 82 at 8:13 AM, Feb 14 19 93, and recorded in Vol Book 172 Page 132 State Tax Paid \$ Fee Recording Fee \$ 12.00 Total \$ 13.00 Receipt No. 59024

Register CWDR

W.N. Lofty
W.N. LOFTY

James E. Loftis
JAMES E. LOFTIS

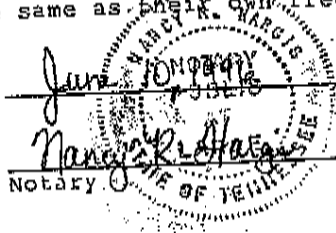
David C. Spangler, Jr.
DAVID C. SPANGLER, JR.

STATE OF TENNESSEE
COUNTY OF MARION

On this 14th day of February, 1993, before me personally appeared to me known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same as their own free act and deed.

My Commissions Expires:

June 10, 1997
Nancy R. Hagan
Notary



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