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V. 1992 J. AL. - RESTRICTIONS	
PARCEL BOOK: 14921	
08/22/2006 - 10:51:16 AM	
VALUE	0.00
HOUSING TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	1.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	21.00
STATE OF TENNESSEE, MARION COUNTY	
WINFRED HAGGARD	
REGISTER OF DEEDS	

This instrument prepared by:
Grady Stuart Morrison
130 East Georgia Avenue
Whitwell, TN 37397

DECLARATION OF RESTRICTIONS VICTORIA VILLAGE

- 1. LAND USE AND BUILDING TYPE:** No Tract or land shall be used except for residential purposes only. No building shall be permitted to be built on any Tract other than a single-family dwelling. Only one resident per Tract. No road can be built through any Tract going to any other property with less/fewer restrictions than Victoria Village Subdivision.
- 2. MOBILE HOMES:** No Mobile homes (single, double, triple, etc), prefabricated homes, modular homes or any trailer type home will be allowed on any Tract either temporary or permanent.
- 3. MINIMUM SQUARE FOOTAGE:** All one level homes shall have a minimum of ~~1,400~~^{1,300} square feet heated space; all other homes (split-level, split foyer, one and one half story, two levels or more MUST have a minimum of 1,400 sq feet heated space with no less than 1,100 square feet on the main ground level of the home. The minimum heated space CANNOT include any garages, porches, breezeways, sunrooms, or basements. No basement finished or otherwise can be used to compute heated square footage.
- 4. BUILDING LOCATIONS:** No building shall be located on any Tract nearer than 40 feet from the front line, or 10 feet from either side or 15 feet from back line.
- 5. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage, barn, outbuilding (storage building), or any other type of temporary structure shall not be used on any Tract at any time as a residence either temporarily or permanent.
- 6. OUTBUILDINGS:** All structures shall have a minimum of 300 square feet and constructed 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 and must be set back from the street line at a distance not less than the rear of the main residence. This provision does not preclude the construction of a swimming pool or outdoor fireplace of approximate ground level but they shall comply to the set back line as specified herein.

Victoria Village Restrictions

7. **FOUNDATIONS:** No building shall be constructed on any Tract with exposed concrete blocks. All concrete blocks above the finished ground elevation of any structure **MUST** be covered with stone or brick or decorative block or stucco.
8. **DRIVEWAYS:** All driveways from street to residence **MUST** be concrete or hot mix asphalt in no less than one year from completion of the residence. Driveways **MUST** be designed and maintained to where there will be no washing of dirt, mud, stone or other debris into the main roadway of the subdivision or Ketter Mill Road. Any damage or clean-up will be done immediately at the expense of the Tract owner.
9. **FENCES:** No fences of any type shall be allowed in the front of the residence. Only back yards of the residence may be fenced.
10. **SUBDIVISION OF TRACTS PROHIBITED:** No Tract may be re-subdivided into Tracts of smaller area, unless such re-subdivided Tract contains no less than ninety (90) percent of the square footage attributable to the original Tract as platted, or except for the incorporation into another Tract or Tracts, in which case the subdivided area and the Tract to which it is newly attached shall be considered one Tract for the purposes of this plan.
11. **VEHICLES:** No abandoned, disabled, dismantled, or partially dismantled vehicles are to be parked on the streets or on any Tract.
12. **GARBAGE AND REFUSE DISPOSAL:** No Tract shall be used as a dumping ground for rubbish, trash, garbage or other waste of any kind. All trash shall be in sanitary containers. Garbage should be disposed in the proper Marion County garbage sites.
13. **LIVESTOCK, POULTRY, ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Tract. Household pets may be kept provided they are not kept or bred for commercial purposes; household pets include dogs, cats or any in-house pets.
14. **DAMAGES:** Any damages done to street or curbing by the owner or contractor of owner will be repaired immediately at the expense of the owner.
15. **COMPLETION:** All structures **MUST** be **COMPLETELY FINISHED** on the exterior before the structure can be occupied. The owner has one year from start of structure to complete exterior. This includes steps and finished foundations, sidewalks, seeding and strawing of lawn area, and minimum landscaping.

16. **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 annoying or nuisance to the neighborhood. Burned building not repaired or removed within 90 days shall be considered a nuisance. Dismantled or partially dismantled automobiles not repaired or removed or repaired within sixty (60) days shall be considered nuisances per se.
17. **SEWAGE:** Before any residence shall be occupied, the residence shall be connected to public sewer if available or shall install proper private septic tank sewage disposal system that shall be constructed and maintained in accordance with the sanitation code and specification prescribed by the Marion County Health Department.
18. **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. The easement area of each Tract and all improvements in it shall be improvement for which a public authority or utility company is responsible.
19. **STREETS:** All streets shown on the plat are hereby dedicated to the public use; and all easements reserved are reserved and dedicated for the use of the owners or holders of Tracts for water, gas, sewer, electricity or other utilities and for other appropriate and legitimate purposes to the full extent that their usage does not interfere with the rights of the owners or holders of any abutting lots. No public telephone, sewer, water or other public lines or services shall run into or across any Tract except through and along such easement. This restriction does not apply to residence service connecting lines.
20. **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 suite of any interested owner or hold 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 be liable for in this paragraph shall not be exclusive but shall be in the addition of any other remedies allowed by law in such cases at the time or time of violation of said restrictions.

21. **SEVERABILITY:** Invalidation of any one or more of the 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.

Jimmy William Nunley
Jimmy William Nunley
Grady Stuart Morrison
Grady Stuart Morrison

STATE OF TENNESSEE
COUNTY OF MARION

On this the 16th day of June, 2006, before me personally appeared JIMMY WILLIAM NUNLEY and GRADY STUART MORRISON, to me known to be or proved to me on the basis of satisfactory evidence to be the persons described in and who executed the foregoing instrument and who acknowledged that they executed the same as their free act and deed.

Connie D. Scherer

NOTARY PUBLIC
My Commission expires: 10/07/06

