

This instrument prepared by:
KELLY & KELLY, P.C.
 Attorneys at Law
 309 Betsy Pack Drive
 Jasper, Tennessee 37347

State of Tennessee, County of MARION
 Received for record the 20 day of
 OCTOBER 2003 at 11:44 AM. (REC# 75961)
 Recorded in official records
 Book 330 pages 1661-1664
 State Tax \$.00 Clerks Fee \$.00,
 Recording \$ 22.00, Total \$ 22.00,
 Register of Deeds WENFRED HAGGARD
 Deputy Register SANDRA WILLIS-NANCE

DECLARATION OF RESTRICTIVE COVENANTS for LUKE'S LANDING SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this, the 14th day of October, 2003, by **Thomas A. Dobson**, Trustee, hereinafter "Owner".

WITNESSETH:

WHEREAS, the Owner owns certain real property (the "Property") located in the Town of Jasper, in the Second Civil District of Marion County, Tennessee, said property being more particularly set forth on plat of Luke's Landing, recorded in Plat Book 4, page 1099, Register's Office of Marion County, Tennessee, which is incorporated herein by reference; and

WHEREAS, it is for the interest, benefit and advantage of the Owner and each and every person or entity that shall hereafter acquire any Lot in the Subdivision, (all such lots in the Subdivision being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of same be established, 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 Owner and each and every subsequent owner of any of the Lots in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following Restrictive 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 Owner; said Restrictive Covenants being as follows:

1. Land Use and Building Type. No Lot shall be used except for private, single family residential purposes. No structure shall be erected, altered, placed, or permitted to remain on any Lot other than one detached, single-family dwelling, a private, enclosed, garage for not less than two (2) nor more than four (4) vehicles, and other outbuildings incidental to residential use of the premises and in compliance with the other Restrictive Covenants specified herein.

2. Utilities. All utilities shall be underground.

3(a). Dwelling Size - Lots One (1) through Twenty-nine (29), inclusive. The minimum square footage of living area of any residence erected on Lots One (1) through Twenty-nine (29) in the Subdivision shall be fifteen hundred (1,500) square feet, as measured from exterior walls; provided, however, garages, carports, breezeways, porches, basements (finished or unfinished) and similar spaces shall be in addition to and not included in the above stated minimum square footage requirements. Split-level, split-foyer, one and one-half story, and two-story houses shall have no less than twelve hundred (1,200) square feet in the main ground floor area.

3(b). Dwelling Size - Lots Thirty (30) through Thirty-five (35), inclusive. The minimum square footage of living area of any residence erected on Lots Thirty (30) through Thirty-five (35) in the Subdivision shall be twenty-five hundred (2,500) square feet, as measured from exterior walls;

provided, however, garages, carports, breezeways, porches, basements (finished or unfinished) and similar spaces shall be in addition to and not included in the above stated minimum square footage requirements. Split-level, split-foyer, one and one-half story, and two-story houses shall have no less than fifteen hundred (1,500) square feet in the main ground floor area.

4. Prohibited Structures and Temporary Structures. No trailer, mobile home, double wide mobile home, pre-fabricated home, and/or modular home shall be moved onto or located on 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.

5. Garages and Outbuildings. All garages and outbuildings shall be constructed in the same workmanlike manner as the residential dwelling, and the outside of such structure shall be finished to match the exterior of the residential dwelling. No outbuilding shall contain less than two hundred (200) square feet.

6. Building Foundations and Driveways. No structure shall be erected, placed, or altered on any Lot in such a manner as to leave exposed concrete blocks on the exterior of such structure. All concrete blocks above the finished ground elevation of any structure shall be covered with stucco, brick or stone veneer.

All driveways from street to dwelling or other structure shall be concrete or hot-mix asphalt.

7. Building Location and Easement Areas. The setback lines as set forth on the aforesaid plat of Luke's Landing Subdivision, which are incorporated herein by reference, are forty-foot (40') front, ten-foot (10') side, and ten-foot (10') rear setback minimums. Additionally, the buildings on Lots Thirty (30) through Thirty-five (35) shall be located so that the front façades of buildings on Lots Thirty (30) and Thirty-one (31) shall face each other; the front façades of buildings on Lots Thirty-two (32) and Thirty-three (33) shall face each other; and the front façades of buildings on Lots Thirty-four (34) and Thirty-five (35) shall face each other. Lots Thirty (30) through Thirty-five (35) are accessed by twenty-foot (20') drive easements as set forth on the said plat of Luke's Landing, and the front property line of each lot shall be that property line which is also the centerline of said easement as it reaches said lot and which property line continues across said lot. These easement areas are not public streets and, after the initial construction of same, the developer shall have no responsibility for the maintenance of said easement areas. These easement areas are to serve the lots accessed thereby and are to be used by those lot owners, their invitees, and representatives of the Town of Jasper and public utilities only. These easement areas shall not be used for the parking of vehicles of any kind.

8. 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 twelve (12) months of its commencement.

9. 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 shall be cleaned with reasonable promptness by the contractor and/or Lot owner causing such to occur.

10. 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.

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. No travel home, boat, or other recreational vehicle may be parked on any Lot unless same is parked at the rear of the residential dwelling in such a manner that said travel home, boat, or other recreational vehicle is blocked from view from the street or adjoining Lots.

No junked, disabled, dismantled, partially dismantled, or inoperable vehicle shall be permitted to remain on any Lot and to do so shall constitute a nuisance.

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, and 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 purpose. All dogs, cats, and other household pets must be contained inside or in a fenced-in area within the Lot.

14. 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. Any garden shall be well maintained and shall not become unsightly or a nuisance. 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.

15. 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.

(c) Any damage done to street or curbing by the owner of any Lot shall be repaired immediately at the expense of the Lot owner.

16. Easements and Setback Line. Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities being ten (10) feet along all lot lines. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purpose; however, no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may be reasonably necessary, from the front Lot line to the rear Lot line to any utility company having to do installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

17. Satellite Dishes, Etc. Satellite dishes, propane gas tanks, water tanks, and similar devices shall not be placed or maintained on any Lot such that same is viewable from a public street. Satellite dishes larger than the standard eighteen (18) inch diameter shall not be mounted to a rooftop.

18. Swimming pools. Any swimming pool constructed on a Lot shall be located in the rear of the dwelling and enclosed by a privacy fence; provided, however, that said privacy fence shall be located such that it lies adjacent to and/or to the rear of the rear wall of the dwelling.

19. Waiver of minor violations. In the event there should be a violation of any of the foregoing restrictions, which is by its nature of minor importance relative to the general subdivision plan, as set out on the plat of record and as contained in these restrictions, the Undersigned herein reserves the right to waive such minor violation by a duly executed and recorded instrument.

20. Enforcement. In the event any one or more of the foregoing Restrictive Covenants are violated by any Lot owner, then the party guilty of the violation shall be subject and liable at the suit of any interested Lot owner or group of Lot owners to be enjoined by proper process from such violation and shall be liable for the payment of all costs associated with such injunctive proceeding, including attorney fees, and additionally shall be subject to any suit for damages resulting from such violation, or both.

21. 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.

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

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

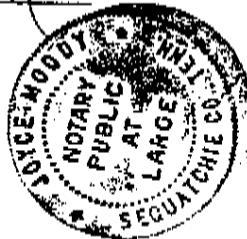
Thomas A. Dobson, Trustee

STATE OF TENNESSEE)
COUNTY OF MARION)

On this, the 14th day of October, 2003, before me personally appeared Thomas A. Dobson, Trustee, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's free act and deed.

WITNESS my hand and seal, at office the day and year above written.

Joyce Moody
Notary Public



My commission expires: 11-26-06