

State of Tennessee, County of MARION

Received for record the 29 day of
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Recorded in official records

Book 315 pages 19- 21

Notebook 18 Page 280

State Tax \$.00 Clerks Fee \$.00,

Recording \$ 17.00; Total \$ 17.00,

Register of Deeds WINFRED HAGGARD

Deputy Register SANDRA WILLIS-NANCE

This Instrument Prepared By:
 Ronnie J. T. Blevins, II
 Attorney and Counselor at Law
 Jasper, Tennessee

DECLARATION OF RESTRICTIONS
MOSSY OAKS ESTATES

1. Land Use and Building Type: Lots shall be used for residential purposes only. No building shall be erected, altered, or placed or be permitted to remain on any lot other than one detached, single family dwelling and such garages, utility buildings, etc... for which are hereinafter provided.
2. Mobile Homes: No Mobile Homes either temporary, permanent or modular shall be placed or maintained on said property.
3. Construction Time: All construction must be completed within nine (9) months from the visible date of commencement of such construction.
4. Minimum Dwelling Size: All dwellings constructed shall have a minimum heated area of 1500 sq. ft. excluding garages, porches, and basements. Split level, split foyer, one & one-half story and two story houses shall have no less than 1200 square 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 lot nearer than 40 feet to the front lot lines nor nearer than 15 feet to any interior lot lines except herein provided.
6. Nuisances: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done there which may be or may become an annoyance to the neighborhood. Dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall be considered nuisances per se.
7. Livestock and Poultry: No livestock or poultry shall be raised bred or be kept on any lot. With the exception of dogs, cats or other household pets provided that they are kept or bred for commercial purposes. Horses are excepted from the definition of livestock as related to these restrictions. However, there shall be no more than one (1) horse per one (1) acre of land at any lot. Any barn or dwelling for the purposes of maintaining said horses may not be nearer than 200 feet to the front lot lines nearer than 75 feet to any interior lot lines. Said barn or dwelling shall maintain the same siding and exterior as the residential structure.

8. **Subdivision of Lots Prohibited:** No lot may be subdivided into lots of smaller area.
9. **Driveways and Sidewalks:** All driveways and sidewalks from street to house shall be concrete or hot mix asphalt.
10. **Utilities:** All utility lines, power lines, telephone lines and cable television lines shall be run underground from service pole to house. All other lines to any utility building shall likewise be run underground.
11. **Utility Buildings:** No prefabricated or metal utility building shall be built or maintained on any lot.
12. **Fences:** No solid wood privacy fence shall be built on any lot. No fence erected shall extend any closer to lot front than the rear corners of the dwelling.
13. **Drainage and Utility Easements:** As shown on the plat of said subdivision as recorded, plus any additional such easements created and/or reserved in the deeds conveying subject lots.
14. **Street and Easements:** 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 lots 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 other abutting lots. No public telephone, sewer, water or other public lines or services shall run into or across any lot except through and along such easement. This restriction does not apply to houses' service connecting lines. There shall be no road or easement made across any lot for any reason unless approved by the developer, John Daniel Thomas.
15. **Screening for Boats, etc.:** Any non-functioning motor vehicles and recreational equipment such as boats and their trailers, campers, travel trailers, and motor homes must be stored in the rear of the dwelling and screened from view by passers-by and adjoining property owners.
16. **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 record and as contained in these restrictions, the undersigned hereby reserves the right to waive such minor violations by duly executed and recorded instrument.
17. **Modifications:** At any time the covenants herein created may, by majority

vote of owners of the lots in said subdivision, amend any or all of the foregoing conditions and restrictions and for the purpose of voting, each lot shall have one (1) vote.

18. 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 of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process such violation and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidation 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 of said restrictions.

19. 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 this the 29 day of October, 2002.

Danny Thomas
DANNY THOMAS

STATE OF TENNESSEE

COUNTY OF MARION

On this the 29 day of October, 2002, before me personally appeared DANNY THOMAS, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Kandi G. Stephens
NOTARY PUBLIC

My Commission Expires May 28, 2006



BK 315 PG 21