

This instrument prepared by:
 Kenneth Roberts
 1811 Main Street
 Kimball, Tennessee 37347

Attw: Darlene

DECLARATION OF RESTRICTIONS
 FOR SEQUACHEE ACRES SUBDIVISION

WHEREAS, it is part of the development plan of said lands that a portion thereof be used for residential purposes, and that the residential portion thereof shall be restricted according to use and development.

NOW, THEREFORE, in consideration of the premises, and for the protection of the present and future owners of lots in said SEQUACHEE ACRES SUBDIVISION, the following special covenants and restrictive covenants are hereby made covenants to run in subsequent conveyances of said lots or portions thereof, and all conveyances shall be accepted subject to said covenants and conditions.

1. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single-family dwelling, and such garages, utility rooms, etc., as are hereinafter provided for.
2. **CONSTRUCTION TIME:** All construction must be completed within one (1) year from the visible date of commencement of such construction.
3. **MINIMUM DWELLING SIZE:** No dwelling shall be permitted on any lot having a ground floor area of the main structure, exclusive of one-story open porches, breezeways and garages, of not less than 900 square feet for split level or split foyer type houses, and not less than 1200 square feet for ranch type houses, and for the purpose of this provision, finished basements, the lower area of split level or split foyer or garage area shall not be included in computing the ground floor square footage area. No dwelling shall be constructed having an appraised value, based upon current building cost, of less than Forty-Two Thousand (\$42,000.00) Dollars.
4. **BUILDING LOCATION:** No building shall be located on any lot nearer than 40 feet to the front lot lines, nor nearer than 20 feet to any side street line, nor nearer than 10 feet to any interior lines. Houses located on corner lots may be constructed to face either street, and the one faced shall be considered the front lot line.
5. **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 with sixty (60) days shall be considered nuisances per se.
6. **TEMPORARY STRUCTURES:** No structures of a temporary character of any type, including trailers, mobile homes, basements, tents, sheeks, shall be used on any lot at any time, temporarily or permanently. Out buildings of factory construction or constructed of materials of like kind and quality as the residence and garage shall be permitted, but must be set back from the street line at a distance not less than the rear of the main dwelling. This provision does not preclude the construction of a swimming pool or outdoor fire place of approximate ground level but they shall comply to the set back line as specified herein.
7. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or cats or other household pets may be kept, providing they are not kept, bred or maintained for commercial purposes.
8. **SUBDIVISION OF LOTS PROHIBITED:** No lot may be resubdivided into lots of smaller area, unless said area is used as a road right-of-way.

Dequachee Acres

- 9. SEPTIC TANKS: All septic systems shall be approved by the Marion County Health Department.
- 10. 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.
- 11. STREETS 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.
- 12. 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.
- 13. MODIFICATIONS: At any time the covenants herein created may, by majority vote of the owners of the lots in said subdivision, amend any and/or all of the foregoing conditions and restrictions and for the purposes of voting, each lot shall have one vote.
- 14. ENFORCEMENT: In the event any one or more of the foregoing restrictive covenants be violated by any party 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 from such violation, and shall be liable for the payment of all cost and reasonable attorney fees incident to such injunctive proceedings which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violations of said restrictions.
- 15. SEVERABILITY: Invalidation of any one or more of these 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 signature, this the 29th day of June, 1996.

Kenneth W. Roberts
KENNETH ROBERTS

Joyce Rollins
JOYCE ROLLINS