

THIS INSTRUMENT PREPARED BY:  
THOMAS N. LONG, JR. and  
TOMMY L. STANFILL  
JASPER, TN. 37347

DECLARATION OF RESTRICTIONS

OAK LAWN SUBDIVISION

1. Land Use and Building Type: Lots shall be used for residential purposes only. No building shall be erected, altered, or placed or permitted to remain on any lot other than one detached single family dwelling and such garages, utility buildings, etc. as are hereinafter provided for.

2. Mobile Homes: No mobile homes, either temporary or permanent shall be placed or maintained on said property.

3. Construction Time: All construction must be completed within 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 sq. ft. 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.

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 60 days shall be considered nuisances per se.

7. Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.

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 ran underground from service pole to house. All other lines to any utility building shall likewise be ran 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. 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.

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 a barrier that does not clash with the surroundings, or evergreen plantings that are sufficient and dense enough to conceal said equipment 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 reserve 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 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 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 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 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  
COUNTY OF MARION

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, 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: \_\_\_\_\_  
\_\_\_\_\_