

This instrument prepared by
Richard G. Rutherford
Maynardville, Tennessee

PROTECTIVE AND RESTRICTIVE

COVENANTS AND EASEMENTS

OLD SPRING HOUSE ESTATES

OLD SPRING HOUSE ROAD, UNION CO. TENN.

DECEMBER 13, 1994

WHEREAS, the undersigned, SHERYL L. MORELAND is the owner of the following described subdivision known as OLD SPRING HOUSE ESTATES, which is a portion of the property described in the deed recorded in Deed Book B, Series 6, page 697, in the Register's Office for Union County, Tennessee, and which has been subdivided and the plat recorded and which they propose to restrict by this instrument and

WHEREAS, said subdivision is known as OLD SPRING HOUSE ESTATES on Old Spring House Road, Union County, Tennessee, and a map or plat of the said subdivision is of record in the Register's Office for Union County, Tennessee in Plat Cabinet "B" Slide-77- and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision and in order to establish a sound value for these lots to record these restrictions so that they may be binding and enforceable and of public record.

Now therefore, in consideration of the premises and for the purpose herein set out, the undersigned SHERYL L. MORELAND, bind herself, her heirs, executors, administrators, successors and assigns to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

1. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.
2. Enforcement shall be by proceedings at Law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
3. Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
4. Houses constructed on lots must have a minimum of 1000 square feet of living space.
5. All foundations must be of permanent masonry.
6. The exterior of any house after construction is commenced must be completed within twelve (12) months.
7. Asphalt type siding shall not be used on any building.
8. No property in this subdivision may be used for an automobile

junk yard and there shall be no junk of any description kept on the property. There shall be no junked vehicles abandoned on the property.

9. There must be a bath in house with ample plumbing facilities for the same. All sanitary arrangements and plumbing must conform with the State Health Code and be approved by local and State Health Officers.

10. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary containers and periodically removed from premises.

11. All lots shall be used for residential or agricultural purposes only. No commercial activity will be permitted.

12. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

13. No unlawful or illegal activities of any kind will be allowed and no alcoholic beverages will be sold on this property nor can said property be used for manufacturing or merchandising or any other commercial activity.

14. The owners reserve for themselves and for their heirs or assigns, an easement of 10 feet in width along all road right-of-ways and 5 feet in width along all side and rear lot lines for utility and drainage, except the owners will forgo and waive the easement where the buyer owns two (2) adjacent lots and desires to build a house across the center line easement. Any lots subdivided in the future will be subject to a 5 foot easement on the new lot lines.

15. All manufactured homes, modular homes or double wide homes must be placed on foundations of permanent masonry.

16. Motorcycles, motorbikes, off-the-road type vehicles and any other motorized vehicle operated within the subdivision shall be operated in a quiet manner so as not to cause offensive noise or create a nuisance to the neighborhood.

17. No sign of any kind shall be displayed or placed upon any lot or structure thereon except that one "For Sale" sign not exceeding 2 feet by 3 feet in size may be placed on a lot by the owner thereof.

18. Conditions in which mobile homes will be allowed in the Old Spring House Estates Subdivision are as follows:

19. (a) This development will be restricted to one mobile home, mobile camper, or travel trailer per lot based upon the original recorded map in the Register of Deed's Office, Maynardville, Tennessee.

20. (b) Any mobile home placed in this development must be occupied by the recorded owner of the lot on which it is placed. The recorded owner of the lot will be determined through the records of the Register of Deed's Office, Maynardville, Tennessee. The purpose of this restriction is to eliminate mobile homes being placed in this development for rental purposes. All mobile homes must be owner occupied.

21. (c) Minimum size of mobile homes allowed will be 14' X 60'.

22. (d) All mobile homes shall be equipped with a permanent foundation or vinyl skirt enclosure extending from the bottom of the unit to the ground and permanent steps up to the unit. The foundation or skirt and steps must be installed within 30 days after occupancy of the unit.

23. (e) The owner reserves the right to resubdivide lots 1,2,3, 4,5,6,7,8,9,10,11,12,13,14,&15, so as to allow one mobile home as above provided on each lot as resubdivided.

24. (f) The owners, her heirs & assigns, reserve the right at anytime to modify and amend these protective and restrictive covenants and easements.

IN WITNESS WHEREOF, we have hereunto set our hand this 13th day of December, 1994.

Sheryl L. Moreland
SHERYL L. MORELAND

STATE OF Georgia)
COUNTY OF Cherokee)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, Sheryl L. Moreland, the within named bargainors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Cherokee County, Georgia, this 13th day of December, 1994.

Kathy Simons
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JULY 27, 1998



REGISTER OF DEEDS

STATE OF TENNESSEE, UNION COUNTY

The foregoing instrument and certificate were noted in Note Book 4, Page 115 At 2:45 O'clock P.M. 1-5-1995 and recorded in W.D. Book 2, Series 6 Page 535-537 State Tax Paid \$ 0 Fee \$ 0 Recording Fee 12.00 Total \$ 12.00

Witness My Hand.

Register No. 36096

Carolyn A. Morris
Register

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