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RESTRICTIONS

I, EVADENE DOTSON, of Vonore, Monroe County, Tennessee, being the fee owner of that certain tract of land located in the First Civil District of Monroe County, Tennessee, and duly platted as the former Charles E. Womac property, now Lost Sea Estates, said plat being now recorded in Plat Book No. C, Page 98, in the Office of the Register of Deeds for Monroe County, Tennessee, do hereby make the following declarations as to limitations, restrictions and uses to which the lots or tracts constituting said subdivision may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land, subject to any exceptions hereinafter set out, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said subdivision or addition, this declaration of restrictions being designed for the purpose of keeping said Addition desirable, uniform and suitable in architectural design and use as herein specified, as follows, to-wit:

PART A. AREA OF APPLICATION

A-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part B in their entirety shall apply to all tracts except as hereinafter set out, and no lots shall ever be subdivided.

PART B. RESIDENTIAL AREA COVENANTS.

B-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 no more than two detached out buildings.

B-2. RESIDENTIAL WORKMANSHIP SPECIFICATIONS.

1. Must have solid foundations.
2. Exterior walls must be of either, or combination of, stone, brick, drop-siding, or equal materials, but cannot use any type of roll felting or roofing, roll brick siding, concrete block, asbestos sheets.
3. Roofs - no roll roofing.
4. Workmanship, materials and floor plans must comply with specifications and requirements of FHA.

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B-3. DWELLING COST, QUALITY AND SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1800 square feet for a dwelling of more than one story.

B-4. BUILDING LOCATION. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 20 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 20 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

B-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of all lots, plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

B-6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No old, non-usable, or junk vehicles may be kept or stored on the property at any time.

B-7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

B-8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sight of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-9. OIL MINING OPERATIONS. No quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

B-10. LIVESTOCK AND POULTRY. No swine 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 that they are not kept, bred or maintained for any commercial purposes. Cattle, horses and llamas may be kept on the premises. 4-H animal projects may be allowed upon the premises.

B-11. 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.

B-12. Any residence locate upon any lot shall have the exterior completed in full and the landscaping and driveway completed within one (1) year of the commencement of constructions and the exterior of all out buildings shall be of the same material and finish of the residence, and also completed within one (1) year of the start of construction and no outbuildings shall be larger than 40' x 60'.

PART C. ARCHITECTURAL CONTROL COMMITTEE

C-1 MEMBERSHIP. The architectural control committee is composed of

<u>JAMES DOTSON</u>	<u>Vonore, Tennessee</u>
<u>EVADENE DOTSON</u>	<u>Vonore, Tennessee</u>
<u>WILLIAM E. HOWE, III</u>	<u>Vonore, Tennessee</u>

A majority of the committee may designate a representative to act for it, in the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

C-2. PROCEDURE. The committee's approval, or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART D. GENERAL PROVISIONS

D-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons, violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

D-4. OUTBUILDINGS. Outbuildings shall be restricted to similar siding as the residence, but said out buildings must conform tot he residential construction restrictions set out herein, but outside toilets are hereby specifically prohibited.

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IN WITNESS WHEREOF, I have hereunto set out hands on this the 23 day of February, 1995.

Evadene Dotson
EVADENE DOTSON

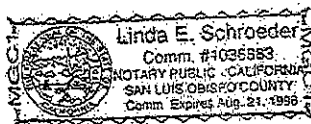
STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

Personally appeared before me, the undersigned Notary Public in and for said State and County, EVADENE DOTSON, with whom I am personally acquainted or whose identity was proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of February, 1995.

Linda E. Schroeder
NOTARY PUBLIC
My Commission Expires: 8-21-98



FILED in my office on the 15 day
of March 19 95 at 10:44 AM
Noted in Note Book 37 Page 27
Recorded in Mr Book 93 Page 321
MILDRED A. ESTES
Register of Monroe County, Tennessee

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