

Prepared By:

Integrity Title  
209 Chilhowee School Rd., Ste 3  
Seymour, TN 37865

**DECLARATION OF RESTRICIONS  
AS ADVERTISED AS THE OLD SEALS DAIRY FARM  
930 HINCHEY HOLLOW ROAD  
PROPERTY SITUATED IN THE 7<sup>TH</sup> CIVIL DISTRICT  
OF JEFFERSON COUNTY TENNESSEE  
WARRANTY DEED BOOK 735 PAGE 655 AND  
WARRANTY DEED BOOK 864 PAGE 154**

**TRACTS 1, 2, 3, 5, 6, 7, 8**

**1. DWELLING OR BUILDING SIZE:** No dwelling shall be erected, altered, or permitted to remain on any lots unless the dwelling has a minimum of 1,400 square feet of indoor heated living space, exclusive of basements, open porches, garages, or storage rooms; provided however, in the event of multi-level construction, the ground floor must contain a minimum of 1,000 square feet, with the second level containing at least 400 square feet. A minimum of a one-car attached, enclosed garage will be required.

**2. LAND USE:** Subject to the remaining provisions of this Declaration, all Tracts shall be used for single family residential purposes only and exclusively, and no duplexes, multiple family or group homes are allowed. No lot nor any building erected thereon shall at any time be used for the purpose of any trade, business, profession, commercial enterprises or enterprises of any kind for profit other than agricultural purposes.

**Resubdivision:** The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Tract. Except for any revisions to the recorded plan or resubdivision by the Developer, no Tract may be resubdivided nor its boundaries changed without the consent of the Jefferson County Planning Commission and the Jefferson County Health Department.

**3. BUILDING TYPE:**

(a) All structures shall be constructed on solid, non-combustible foundations, except porches and decks may be on isolated piers. Log Homes are permitted. Outside finish shall all be of wood or vinyl siding, stone, brick, or better with no exposed surfaced or un-surfaced concrete block or cinder block. All building material shall equal or exceed FHA standards. All roofing must have a 6/12 pitch or steeper. All exposed foundations must be brick or stone, or in appearance.

(b) **Dwellings, Temporary Structures, Garages, Barnes and Outbuildings, Etc.**  
No mobile homes, doublewides, modular homes, trailers, shacks or tents shall be erected on or moved onto any Tract, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Tract. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy. Notwithstanding the foregoing, temporary building may be used by the Developer as temporary sales or construction offices.

(c) No underground or sod covered houses are allowed.

**4. SETBACK:** No structures shall be located nearer than twenty (20) feet from the front street property lines, ten (10) feet from any side or rear Tract line.

**5. TERM:** These covenants are to take effect immediately upon recordation and shall be binding upon the Developers and all persons and entities claiming title under and through them until June 27, 2059, at which time the covenants shall be automatically extended for successive periods of (10) years each unless a two-thirds majority of the then owners of the Tracts agree in writing, such writing being placed of record in the Register's Office for Jefferson County, Tennessee, to alter, amend or terminate the covenants in whole or in part.

**6. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any tract at any time as a residence, either temporarily or permanently; provided, however, that this shall not apply for the shelters used by the contractor during the construction of the building, it being clearly understood that these latter temporary shelters may not be used at any time as residences or be permitted to

remain on the Tract after the completion of construction. No mobile or modular homes shall be allowed on any Tract.

**7. NUISANCES:** No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood. No junkyards or unsightly debris.

**8. ANIMALS:** Livestock and domestic household pets are permitted by any tract owner or any combination of lot & tract owners. No Tract may be used for any commercial livestock operations that create a nuisance to the subdivision, and no over grazing of property. Any Tract may be utilized for agricultural purposes. However, swine are specifically prohibited from being raised, bred or kept on any Tract. No commercial chicken houses or coops.

**9. WASTE AND UNSIGHTLINESS:**

(a) No Tract shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and except during pickup if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the street.

(b) All vacant Tracts shall be mowed during the growing season.

**10. INOPERATIVE VEHICLES/PARKED VEHICLES:** No inoperative cars, trucks, campers or other types of vehicles shall be allowed to remain either on or adjacent to any Tract for a period in excess of forty-eight hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. Inoperative vehicles shall include vehicles parked not intended for everyday use.

**11. EASEMENTS:** Easements of five (5) feet in width are reserved along all interior Tract lines and ten (10) feet on all exterior Tract lines for the installation and maintenance of utilities and for drainage; provided, however, in cases where one (1) person owns town and/or more adjacent Tracts, said easements will not be reserved along interior Tract lines.

**12. ENFORCEMENT:** Any Tract owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violation or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both.

**13. SEVERABILITY:** Invalidity of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.


**14. AMENDMENT:** Anything contained herein to the contrary notwithstanding, the Developer reserves the right for the Developer, its successors and assigns to modify, release or amend all the covenants and restrictions contained herein until such time as developer has sold all of the Tracts; and thereafter this Declaration may be modified and amended by the vote of sixty-seven (67%) percent of the owners of all Tracts then subject to this Declaration, each such Tract to carry one vote. Should any Tract be resubdivided in accordance with the provisions herein, then said resulting Tracts shall also carry one vote. Any such modification must be in writing and filed for the record in the Register's Office for Jefferson County, Tennessee.

**15. NO REVERTER:** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

**TRACT # 4 IS EXCLUDED FROM THE ABOVE COVENANTS AND RESTRICTIONS, HOWEVER IT WILL BE RESTRICTED BY DEED AS FOLLOWS;**

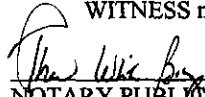
No mobile homes, doublewides, modular homes, trailers, shacks or tents shall be moved onto or allowed as a permanent residence temporarily or permanently.

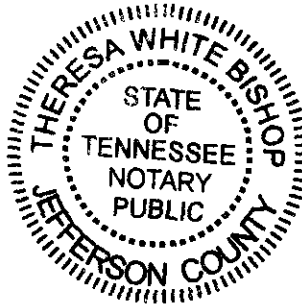
No swine. No junkyards

  
Michael L. Shular

STATE OF TENNESSEE  
COUNTY OF ~~SEVIER~~ *Jefferson*

Before me, the undersigned authority, a notary public in and for the State and County aforesaid, personally appeared Michael L. Shular, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 15 day of July, 2009.  
  
NOTARY PUBLIC  
My commission expires: 10-20-09



BK/PG: 1000/258-260  
**09005568**



3 PGS : AL - RESTRICTIONS	
LINDA R BATCH: 56788	
07/21/2009 - 10:50 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, JEFFERSON COUNTY  
**SARAH WEBB**  
REGISTER OF DEEDS