

BK/PG:1175/414-416

04041335

3 PGS : AL - RESTRICTIONS	
JOYCE BATCH: 2885	
10/07/2004 - 01:09 PM	
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

PREPARED BY:

RE: CABINET-D  
SLIDE - 79

STATE OF TENNESSEE, COCKE COUNTY  
LINDA BENSON  
REGISTER OF DEEDS

BEN W. HOOPER III  
ATTORNEY AT LAW  
335 EAST MAIN STREET  
NEWPORT, TENNESSEE 37821

DECLARATION OF RESTRICTIONS  
FOR  
MISTY ACRES

WHEREAS, MJS LAND SALES, LLC, is the owner and developer of certain lands situate in the Fifth (5th) Civil District of Cocke County, Tennessee, of record in Record Book 1142, at Page 751, in the Register's Office for said county; and

WHEREAS, as part of the development plan of said lands as MISTY ACRES subdivision, and for the protection of the present and future owners of same, as shown on plat of record in Plat Book 11, at Page 23, (Cabinet D, Slide 79), in said Register's Office, with the exception of Lot No. 44 which shall remain unrestricted, the undersigned *PHASE I* Developer hereby commits said property to special covenants, restrictive covenants and conditions which shall run with the land, whether or not they be mentioned or referred to in subsequent conveyances, as follows:

1. Mobile homes, trailers and/or modular homes are expressly prohibited.
2. All dwellings erected on lots within said subdivision shall have not less than 1,400 square feet of living area, exclusive of porches and garages. Dwelling containing more than one story shall have not less than 1,000 square feet of living area on the main floor, exclusive of porches and garages. Detached garages and outbuildings shall be allowed provided that they are of construction consistent with that herein set forth.

DECLARATION OF RESTRICTIONS  
FOR  
MISTY ACRES

WHEREAS, **MJS LAND SALES, LLC**, is the owner and developer of certain lands situate in the Fifth (5th) Civil District of Cocke County, Tennessee, of record in Record Book 1142, at Page 751, in the Register's Office for said county; and

WHEREAS, as part of the development plan of said lands as MISTY ACRES subdivision, and for the protection of the present and future owners of same, as shown on plat of record in Plat Book 11, at Page 23, (Cabinet D, Slide 79), in said Register's Office, with the exception of Lot No. 44 which shall remain unrestricted, the undersigned Developer hereby commits said property to special covenants, restrictive covenants and conditions which shall run with the land, whether or not they be mentioned or referred to in subsequent conveyances, as follows:

1. Mobile homes, trailers and/or modular homes are expressly prohibited.
2. All dwellings erected on lots within said subdivision shall have not less than 1,400 square feet of living area, exclusive of porches and garages. Dwelling containing more than one story shall have not less than 1,000 square feet of living area on the main floor, exclusive of porches and garages. Detached garages and outbuildings shall be allowed provided that they are of construction consistent with that herein set forth.
3. All residential structures shall be constructed on a solid, non-combustible foundation and the outside wall finish shall be of weather-board, stucco, stone, brick, logs or better. No buildings shall be erected, placed or altered on any lot whose finished construction contain exposed concrete blocks. No old building shall be moved onto any lots or parcels.
4. No illegal, noxious or offensive activity shall be permitted or carried out on any

allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto.

5. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside an approved garage or other building. No wheeled vehicle or boat may be left parked on any street in the subdivision for more than forty-eight (48) hours.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept upon on the property, except dogs, cats, and other reasonable household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

7. All wiring, pipes and similar lines that are to be run from the street to any particular lot for gas, water, sewer, telephone, cable tv, electric or any other utility service shall be underground, if practicable. All lot owners who construct a driveway over a drainage ditch or naturally occurring stream shall install, at their own expense, a tile at least as large as the nearest tile upstream.

8. The owner of each building lot, whether such lot be improved or unimproved, shall keep each lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish and shall keep each lot at all times in a neat and attractive condition. In the event the owner of any building lot fails to comply with the foregoing, Developer shall have the right, but no obligation, to go upon such building lot and to cut and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly

allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto.

5. No junk automobiles, motor vehicles or boats not capable of regular use by the occupants may be kept or parked on the lot unless same are completely out of sight inside an approved garage or other building. No wheeled vehicle or boat may be left parked on any street in the subdivision for more than forty-eight (48) hours.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept upon on the property, except dogs, cats, and other reasonable household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

7. All wiring, pipes and similar lines that are to be run from the street to any particular lot for gas, water, sewer, telephone, cable tv, electric or any other utility service shall be underground, if practicable. All lot owners who construct a driveway over a drainage ditch or naturally occurring stream shall install, at their own expense, a tile at least as large as the nearest tile upstream.

8. The owner of each building lot, whether such lot be improved or unimproved, shall keep each lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish and shall keep each lot at all times in a neat and attractive condition. In the event the owner of any building lot fails to comply with the foregoing, Developer shall have the right, but no obligation, to go upon such building lot and to cut and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its sole judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building lot, which expense shall be payable by such owner to Developer on demand.

9. These restrictive covenants and conditions shall run with the land and shall be binding upon the owners of lands in Misty Acres parties and all persons claiming under

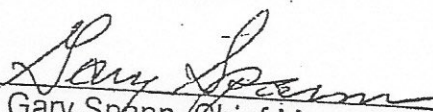
a majority of the owners of the lots or tracts located within such development has been recorded in said Register's Office, agreeing to change said covenants in whole or in part.

10. If a lot or tract owner or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated within the development upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation. The prevailing party in any suit to enforce these restrictions shall be entitled to collect reasonable attorneys fees and court costs.

11. The invalidity of any one of these covenants by judgment or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our signatures this 7<sup>th</sup> day of October, 2004.

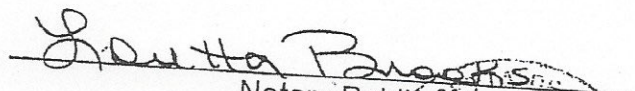
MJS LAND SALES, LLC

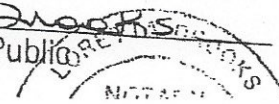
  
\_\_\_\_\_  
Gary Spann, Chief Manager

STATE OF TENNESSEE  
COUNTY OF COCKE

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, the within named bargainor, **Gary Spann**, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Chief Manager of MJS Land Sales, LLC, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for purposes therein contained, by signing the name of corporation by him as such Chief Manager.

Witness my hand and seal at office, this 7<sup>th</sup> day of October, 2004.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: 6-19-08