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This instrument prepared by:  
George F. Dugger, Jr.  
Attorney at Law  
Elizabethton, TN 37643

PROTECTIVE COVENANTS  
TIMBERLANE SUBDIVISION

PLAT BOOK 4, PAGE 48

We, the undersigned, WILLIAM D. PRENDERGAST and ROSS SMITH, owners of all numbered lots in the Timberlane Subdivision, 12th Civil District of Carter County, Tennessee, do hereby declare that the restrictions hereinafter set out shall be and the same are made applicable to said property, to-wit:

1. EFFECTIVE DATE: These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until August 15, 1905, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

2. PROCEEDINGS FOR VIOLATIONS: If the undersigned, 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 property situated in said development or subdivision to prosecute any proceedings at law or in equity against the corporation, or person or persons violating or attempting to violate any such covenants and either to prevent it, him or them from so doing or to recover damages or other dues for such violation.

3. COURT ORDERS: Invalidation of any 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.

4. LAND USE AND BUILDING TYPE: All lots in the tract shall be known and designated as residential lots and shall be used for residential purposes only and no building or structure

*For Amendment to Restrictive  
Covenants See Misc Book 3 | Page 761*

shall be erected thereon for the purpose of any trade, manufacture or other business. The residential structure permitted in this subdivision shall be one detached one-story, or detached two-story dwelling, duplex or apartment house, or a mobile home.

In this connection, the purchaser or subsequent owner of any lot in said Subdivision shall not begin construction of any dwelling, or place a mobile home on said lot, until the plans and specifications of said dwelling, or the type of mobile home, have been approved by and filed with the undersigned or their duly designated representative.

5. No detached accessory building shall be erected on any lot in said Subdivision. Any garage or carport erected on any lot in said tract shall be attached to and shall be a part of the residential building.

6. BUILDING LOCATION: No residence shall be located nearer to the street line than 30 feet. For the purpose of this covenant, eaves and steps shall not be considered as part of the building. No residence shall be located on any lot nearer than 6 feet to any interior lot line.

7. DWELLING SIZE: Any house or residence erected on lots shall contain not less than 900 square feet of living area on the first floor. "Living Area" shall be construed to mean floor space, exclusive of galleries, porches, breezeways, steps, basements and attics. Mobile homes placed on lots shall have a minimum of 600 square feet of living area.

8. 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 an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character, basement, tent, shack, garage or other outbuilding

shall be used on any lot at any time as a residence either temporarily or permanently.

10. LIVESTOCK: No animals or livestock 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 any commercial purposes.

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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. SEPTIC TANK: Until such time as a sanitary sewer system shall have been installed to serve this addition, a sewage disposal system constructed in accordance with the requirements of the State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless it has first passed through an absorption field.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and seals this the 19<sup>th</sup> day of August, 1975.

*William D. Prendergast*  
\_\_\_\_\_  
William D. Prendergast  
*Ross Smith*  
\_\_\_\_\_  
Ross Smith

STATE OF TENNESSEE  
COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County,

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the within named bargainors, WILLIAM D. PRENDERGAST and ROSS SMITH, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Elizabethton, Tennessee, this the 18th day of August, 1975.



Charlott McKeehan  
NOTARY PUBLIC

My commission expires:  
February 1, 1976

STATE OF TENNESSEE, CARTER COUNTY, REGISTER'S OFFICE  
Recorded by \_\_\_\_\_ on the 18 day of August, A.D. 1975  
Book 1040 Page 15 and recorded in  
Misc. Book 131 Page 672  
Notary Fee 8.00 Recording Fee 8.00  
Notary Tax 8.00 Clerk's Fee \_\_\_\_\_  
Bond \$ \_\_\_\_\_ Receipt No. 1367  
Johnny L. Houser  
JOHNNY L. HOUSER, Jr. Deputy

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This Instrument Prepared By  
DUGGER & COLE  
Attorneys  
Elizabethon, Tennessee

AMENDMENT TO RESTRICTIVE COVENANTS  
TIMBERLANE SUBDIVISION

WHEREAS, William D. Prandergast and Ross Smith,  
owners of all numbered lots in the Timberlane Subdivision,  
12th District of Carter County, Tennessee, plat of which is  
recorded in Plat Book 4, page 68, Register's Office for  
Carter County, Tennessee, executed and recorded restrictive  
covenants on said subdivision, dated August 18, 1975, and  
recorded in Misc. Book 31, page 672, of said Registry; and

WHEREAS, the said owners are desirous of amending  
said restrictions to prohibit the placing of mobile homes on  
said property

NOW, THEREFORE, the said William D. Prandergast  
and Ross Smith do hereby declare that the restrictive covenants  
on Timberlane Subdivision herein referred to are hereby  
amended by eliminating the placing of mobile homes on the  
lots in said subdivision, and hereby declare that the use  
or placing of mobile homes on said property is hereby  
prohibited.

IN WITNESS WHEREOF, the parties hereto have set their  
hands and seals this the 1 day of September, 1975.

William D. Prandergast  
William D. Prandergast  
Ross Smith  
Ross Smith

STATE OF TENNESSEE  
COUNTY OF CARTER

I personally appeared before me, the undersigned authority,  
a Notary Public in and for said State and County, the within

DUGGER & COLE  
ATTORNEYS AT LAW  
ELIZABETHON, TENN.