

This Instrument Prepared By:
JOSHUA A. HARDIN
ATTORNEY AT LAW
3863 HIGHWAY 19E
ELIZABETHTON, TN 37643
(423) 542-0200

DECLARATION OF RESTRICTIVE COVENANTS
FOR THE SUBDIVISION KNOWN AS
"ORCHARD ESTATES"

WHEREAS, WESLEY JAMES GREER and wife, AMANDA NICOLE GREER (hereinafter "Owners") are the owners of certain land situated in Carter County, Tennessee upon which they desire to develop a subdivision, having acquired their fee simple interest in said property via Warranty Deed of record in Book 420, page 341 in the office of the Register of Deeds for Carter County, Tennessee; said property being further described as follows:

SITUATE, lying and being in the tenth (10th) Civil District of Carter County, Tennessee, and more particularly described as follows:

"BEING Tract #4 of the Loretta May property recorded in Plat Cabinet F Page 348 in the Register's office for Carter County, Tennessee."

BEING the same property conveyed to Wesley James Greer and Amanda Nicole Greer, husband and wife, by Warranty Deed from Loretta Pearl Williams May, an unmarried woman, dated January 14, 2021 and recorded on January 19, 2021 in Book 420, Page 321 at the Register's Office for Carter County, Tennessee.

THIS DESCRIPTION was taken from the previous deed recorded; therefore, drafter makes no warranty as to the accuracy of the described property. The deed was prepared without the benefit of a title examination; therefore, drafter makes no opinion as to the title. No estate planning or tax advice was given by counsel.

Property currently identified as Tax Map 023.00, Parcel 107.04

WHEREAS, the Owners have caused a survey to be completed Entitled "Survey for Orchard Estates" as drawn by Thomas Todd Grayson, TNRLS NO. 1346 on March 22, 2021, which is of record in Plat Cabinet F, Slide 454 in the office of the Register of Deeds for Carter County, Tennessee which subdivides said property; and

WHEREAS, it is the desire and intention of the Owners to sell all of the real property within the subdivision known as "Orchard Estates" in separate lots or tracts, which are designated as Tract numbers 1-9 respectively on the Plat of "Orchard Estates" as referenced herein, and to impose upon all of said real property mutual beneficial restrictions, covenants and

agreements under a general plan or scheme of improvement for the benefit of all the land and separate lots in said subdivision and the future owners of the land;

NOW THEREFORE, the Owners hereby declare that all the property described above and as set forth on the Plat of "Orchard Estates" is held and shall be held, conveyed, hypothecated or encumbered, leased, used, occupied and improved subject to the following limitations, restrictions, conditions, agreements and covenants, all of which are declared and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands within the subdivision and every part thereof. All of the limitations, restrictions, conditions, agreements and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ALL PROPERTY LYING WITHIN THE SUBDIVISION KNOWN AS "ORCHARD ESTATES" PER THE PLAT OF SAID SUBDIVISION REFERENCED HEREIN IS SUBJECT TO THE FOLLOWING LIMITATIONS, COVENANTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS WHICH SHALL RUN WITH THE LAND AND BIND ALL SUCCESSORS AND ASSIGNS HAVING OR ACQUIRING ANY RIGHT, TITLE OR INTEREST IN ANY PART THEREOF:

- A. Only one residence shall be constructed on each lot. Each residence shall be a single family dwelling. No residence may serve as a multi-family home or be divided into apartments or duplexes at any time.
- B. No lot shall be subdivided to provide more than one building site.
- C. Each residence shall be "stick built" with a permanent foundation and utilizing quality materials meeting acceptable standards for all required construction permits/inspections. No residence may have exposed cinder block foundations. No mobile homes, single wide or double wide trailers or modular homes may be placed on any lot either temporarily or permanently.
- D. No house or residence containing less than one thousand five hundred (1,500) square feet of living area shall be constructed on any lot. "Living area" shall be construed to mean floor space, exclusive of porches, garages, overhanging roofs, steps, unfinished basements and attics.
- E. No garage, outbuilding, shed or other structure shall be erected on any lot with a roof or outside walls of material or color different from those used for the residential dwelling erected on such lot.
- F. Where a driveway entrance crosses a ditch line to adjoin an existing public road, a corrugated metal or plastic pipe culvert with a minimum diameter of eighteen (18) inches must be installed. All driveways must either be entirely paved asphalt or poured concrete upon completion of construction. No gravel, slate, grass or dirt driveways are permitted after a certificate of occupancy is issued.
- G. No trash, garbage, or other refuse may be thrown or dumped on any lot, street or right-of-way. All equipment, garbage cans, wood, storage piles, and other similar items shall be stored or stacked in an organized manner. This applies during construction and at all times after occupancy of a completed residence.

H. No junk or inoperable vehicles or machinery shall be placed or stored upon any lot or in/around any structure located thereon.

I. No temporary structure, trailer, recreational vehicle (R.V.), camper, motorhome, tent, shack, garage, barn, shed, outbuilding or similar structure shall be used as a residence on any lot at any time either temporarily or permanently.

J. No cattle, hogs, or other farm animals, rabbits, or poultry may be kept on any lot.

K. No noxious, illegal or offensive activity shall be carried on upon any lot.

L. All owners agree to abide by all applicable zoning regulations of Carter County.

ENFORCEMENT: All of the limitations, restrictions, conditions, agreements and covenants set forth herein may be enforced by the Owners and/or their successors or assigns by legal proceedings at law or equity against any person, firm, corporation or legal entity whatsoever violating or attempting to violate the same, which proceedings may be instituted to restrain such violation or threatened violation and/or to recover damages. The invalidation of any of the limitations, restrictions, conditions, agreements or covenants set forth herein by judgement or court order shall in no way affect the validity or enforceability of the remaining provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the above listed Owners, currently being the fee simple owners of all lands within the subdivision known as "Orchard Estates" per the approved subdivision Plat referenced herein, have hereunto set their hand and seal on this the 2nd day of June, 2021.


WESLEY JAMES GREER


AMANDA NICOLE GREER

STATE OF TENNESSEE
COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for the said State and County, the within named bargainer, WESLEY JAMES GREER, with whom I am personally acquainted, or who proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal on this the 3rd day of June, 2021.

Aimee N. Arrington
NOTARY PUBLIC

My Commission Expires:

5/28/24



STATE OF TENNESSEE
COUNTY OF CARTER

Personally appeared before me, the undersigned authority, a Notary Public in and for the said State and County, the within named bargainer, AMANDA NICOLE GREER, with whom I am personally acquainted, or who 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 and official seal on this the 2nd day of June, 2021.

Aimee N. Arrington
NOTARY PUBLIC

My Commission Expires:

5/28/24



BK/PG: 439/694-697
21004299
4 PGS:AL-RESTRICTIONS
BRENDA BATCH: 136744
06/03/2021 - 02:48 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 20.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 22.00

STATE OF TENNESSEE, CARTER COUNTY
JARROD ELLIS
REGISTER OF DEEDS

Prepared by:
Evergreen Title and Closing, LLC
1104 Volunteer Parkway, Suite 110, Bristol, TN 37620
Phone: (423) 573-9750 Fax: (423) 573-9751

WARRANTY DEED

THIS DEED, made and entered into this the 30th day of December, 2021, by and between Travis Brooks, hereinafter known as the Parties of the First Part, and Russell W. Rivers and wife, Cindy C. Rivers, hereinafter known as the Parties of the Second Part;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, the parties of the first part has bargained and sold and does hereby grant and convey unto the party of the second part, their heirs and assigns, with covenants of general warranty of title, the following described property:

SITUATED, lying and being in the 10th Civil District of Carter County, Tennessee, and more particularly described as the following, to-wit:

BEING all of Tract 7 as shown on the survey of Thomas Todd Grayson, TNRLS # 1346, titled "Survey for Orchard Estates", bearing the date of March 22, 2021 and of record in Plat cabinet F, slide 454 in the Register's Office for Carter County, Tennessee, which is incorporated herein by specific reference and to which reference is here made for a complete and accurate description of said property.

Being part of the same property conveyed to Travis Brooks by Deed dated 7/22/2021, from Wesley James Greer and Amanda Nicole Greer of record in Book 446, page 847, Register of Deeds Office for Carter County, TN.

Tax ID: Part of 023-10700-000 (023-10713-000 - new Tax ID for 2022)

THIS DESCRIPTION WAS TAKEN FROM A PREVIOUS DEED.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs and assigns, forever.

The parties of the first part, for themselves, their successors and assigns, covenants that they are lawfully seized and possessed of the property hereby conveyed; that they have a good and lawful right to convey the same; that said property is free and clear of any encumbrance, except as herein stated; that they will execute such further assurances of title as may be reasonably required, and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

This conveyance is expressly made subject to reservations, restrictions, easements, covenants and conditions contained in former instruments of record pertaining thereto and to all easements and encroachments apparent from an inspection of the property.

WITNESS the following signature on this day and year first above written.

Grantors:

Travis Brooks
Travis Brooks

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Personally appeared before me, a Notary Public in and for the State and county aforesaid, Travis Brooks, the within named person (s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal, this the 30th day of December, 2021.

[Signature]
Notary Public



My commission expires:
9-30-2022

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:


I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$34,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

WITNESS my hand and official seal, this the 30th day of December, 2021.

[Signature]
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, this the 30th day of December, 2021

[Signature]
Notary Public



My commission expires:
9-30-2022

NAME AND ADDRESS OF PROPERTY OWNER:

Russell W. Rivers and Cindy C. Rivers
2235 Marsh Hawk Lane Apt 16-707
Fleming Island, FL 32063

NAME AND ADDRESS OF THE PERSON OR ENTITY RESPONSIBLE FOR THE PAYMENT OF THE REAL PROPERTY TAX:

Same

Property address: 157 Murphy Lane
Elizabethton, TN 37643

True Copy Certification

I, Devereux D. Rice, do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on

12-30-21 (date of document),

Devereux D. Rice
Devereux D. Rice

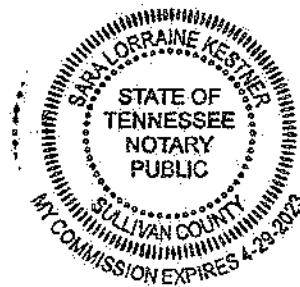
12-30-21
Date

State of Tennessee
County of Sullivan

Sworn to and subscribed before me this 30 day of Dec, 2021.

Sara Lorraine Kestner
Sara Lorraine Kestner

My Commission Expires: April 29, 2023



BK/PG: 469/359-361
21009884

3 PGS : WARRANTY DEED	
BRITTANY KING 144371 - 21009884	
12/30/2021 - 03:47 PM	
VALUE	34000.00
MORTGAGE TAX	0.00
TRANSFER TAX	125.80
RECORDING FEE	15.00
DE FEE	2.00
REGISTER'S FEE	1.00
TOTAL AMOUNT	143.80

STATE OF TENNESSEE, CARTER COUNTY
JARROD ELLIS
REGISTER OF DEEDS