

123

DECLARATION OF RESTRICTIONS FOR DOBSON ADDITION, LOCATED IN THE
10TH CIVIL DISTRICT OF GREENE COUNTY, TENNESSEE

We, Herman Bird and wife, Pansy Bird, and J. P. Cutshaw and wife, Beatrice Cutshaw, are the owners of the Dobson Addition located in the 10th Civil District of Greene County, Tennessee, as shown by plat of record in Plat Book 8 at page 25 in the Register's Office for Greene County, Tennessee.

We, as the sold owners of said property, do hereby declare that the following restrictions shall be placed against the property described, from this day forward, and that said restrictions shall be covenants running with the land.

1. EFFECTIVE DATE: These covenants are to take effect immediately, and shall be binding on all parties and all persons claiming under them.

2. PROCEEDINGS FOR VIOLATIONS: If the parties hereto or any of them, or their successors 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 to prosecute any proceedings at law, or in equity against the person or persons violating, or attempting to violate any such covenants, and either to prevent him, or them, from so doing, or to recover damage or other dues for such violation.

3. COURT ORDERS: 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.

4. LAND USE: All lots in the tract shall be known and designated as residential lots.

EASTERLY & CUTSHAW
Attorneys At Law
GREENEVILLE, TENN.

207
5. BUILDING LOCATION: No building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 15 feet to any side street line. No building shall be located nearer than six feet to any interior lot line, except that no side yard shall be required for a garage or other permitted accessory buildings located 50 feet or more from the minimum building set-back line. For the purpose of this conveyance, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

6. NUISANCES: No noxious or offensive trade or activities shall be carried on upon any lot, nor anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of temporary character be used as a residence.

8. DWELLING: There shall be erected and maintained not more than one dwelling house on each lot, and said dwelling house shall contain not less than 1250 square feet of living area.

9. EASEMENTS: A perpetual easement of ten (10) feet is reserved over the rear lot lines for utility installations and maintenance.

10. 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 sign 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.

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 disposition of such material shall be kept in a clean and sanitary condition.

12. No block house, that is, no house of block construction, shall be permitted in said Addition.

13. All houses in said Addition shall be either of brick, or weatherboard construction.

14. It shall be prohibited for any house to be moved and put on a lot in said Addition.

15. None of the property shall be used for pasture, and no livestock shall be allowed on same.

Witness our hands and seals on this the 7th day of May, 1965.

Herman Bird

Herman Bird

Pansy Bird

Pansy Bird

J. P. Cutshaw

J. P. Cutshaw

Beatrice Cutshaw

Beatrice Cutshaw

Ruby, Carl, Charly
Graham from walls