

HARBOR TOWN NORTH
PROTECTIVE COVENANTS

Conditions, covenants, restrictions, and easements
affective property of the Harbor Town North.

This Declaration, made this 7 day of February,
1983, by Larry Mattingly and wife, Carol Mattingly, hereinafter called
the "Declarants."

W I T N E S S E T H

WHEREAS, Declarants are the owners of the real property
described in Clause I of this Declaration, and are desirous of subjecting
the real property described in said Clause I to the restrictions,
covenants, reservations and easements hereinafter set forth, each and
all of which is and are for the benefit of and pass with said property,
and each and every parcel thereof, and shall apply to and bind the
successors in interest, and any owner thereof:

NOW, THEREFORE, we LARRY MATTINGLY and wife, CAROL MATTINGLY,
hereby declare that the real property described in and referred to in
Clause I hereof, is, and shall be, held, transferred, sold and conveyed
subject to the conditions, reservations, restrictions, covenants and
easements hereinafter set forth:

DEFINITION OF TERMS

LOT: A piece, parcel or plot of land in one ownership, which
may include one or more lots of record occupied or to be occupied by one
principal building an its accessory buildings and including the open
space required in these Covenants.

For Amendment To Restrictions of Harbor Town, see Vol. 109, page 2883.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements, with respect to the various portions thereof set forth in the various clauses and subdivision of this Declaration is located in the new Twelfth, old Eight, Civil District of Benton County, Tennessee, and is identified as Harbor Town North as recorded in Plat Book 1, at page 187, in the Register's office of Benton County, Tennessee:

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations and easements hereby declared to insure the best use and most appropriate developments and improvements of each lot thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to insure the highest and best development of said property; to secure and maintain proper setbacks from lot lines and roads, and adequate free spaces between structures; and in general to provide adequate for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

SEWERAGE REGULATIONS

All sewage disposal systems from any residence on the premises must meet all requirements of the sanitary laws of the County of Benton and State of Tennessee. There shall be no out-door toilets permitted on these premises. Each property owner shall be responsible for his individual sewerage system. Harbor Town North shall be serviced by a central sewerage system as approved by the state. Each property owner in Harbor Town North will be required to tap on to said system at a cost not to exceed \$500.00 provided said tap is made prior to Jan. 1, 1986. Water and sewage rates are regulated by the Public Service Commission. Presently the rate for water and sewage is \$11.50 per month based on 2,000 gallons of consumption.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the above mentioned recorded plat and to be shown on all future plats.

ANIMALS

No animals may be kept on the premises referred to in this Declaration except household pets. No dog may be kept on the premises which molests the persons or property of adjacent landowners, or habitually makes night-time disturbances.

NUISANCE

No nuisance of any kind shall be maintained or allowed on the premises, nor any use thereof made or permitted which shall be obnoxious or dangerous to health.

DWELLINGS

Mobile homes are allowed, but must be tied down according to State of Tennessee regulations, must be on permanent masonry foundation covered with masonry veneer, tung must be removed, must be no older than Three (3) years when installed and have at least seven hundred (700) square feet of living area with a permantly attached front porch of not less than six (6') feet by six (6') feet.

All structures shall be a minimum of 35 feet from the front lot line and ten (10) feet from any side lot line. East lot must have minimum of forty-five (45) feet of rear lot line to nearest structure.

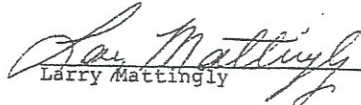
Newly constructed single family dwellings of at least seven hundred (700) square feet will be allowed.


These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant in whole or in part, either to restrain violation or to recover damages.

Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 7 day of February, 1983.


Larry Mattingly


Carol Mattingly

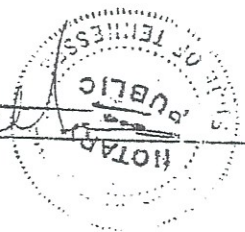
STATE OF TENNESSEE
COUNTY OF BENTON

Personally appeared before me, the undersigned authority,
a Notary Public in and for said County and State, the within
named Larry Mattingly and wife, Carol Mattingly, the bargainers,
with whom I am personally acquainted, and who acknowledged that
they executed the within instrument for the purposes therein
contained.

My Commission Expires 11-19-1985

Witness my hand and official seal, at Big Sandy, Tennessee,
this 7th day of Feb, 1983.

James R. Maul
Notary Public



STATE OF TENNESSEE • BENTON COUNTY
RECEIVED FOR RECORD THE 7th DAY OF Feb.
19 83 AT 1:05 O'CLOCK P.M., AND NOTED IN
NOTE BOOK NO. 1, PAGE NO. 221; RECORDED
THE 7th DAY OF Feb., 1983 IN WD
BOOK NO. 137, PAGE 377.

WITNESS MY HAND
Jimmy Wiseman
JIMMY WISEMAN
BENTON COUNTY REGISTER
CAMDEN, TENNESSEE

This instrument prepared by:
Neal, Swayne & Groom, Attorneys
117 East Wood Street
Paris, TN 38242

AMENDMENT TO RESTRICTIONS
OF
HARBOR TOWN NORTH

KNOW ALL MEN BY THESE PRESENTS: That We, LARRY MATTINGLY and wife, CAROL MATTINGLY, BILLY F. HUFF and wife, ELSIE M. HUFF, and FRED A. TAYLOR and wife, OLLIE B. TAYLOR, are the owners of all the lots in Harbor Town North Subdivision, plat of which is of record in Plat Book 1, page 187, in the Register's office of Benton County, Tennessee, and as such owners do hereby amend the restrictions and protective covenants relative to said Subdivision as appears of record in Deed Book 137, pages 377-380, in the Register's office of Benton County, Tennessee, as follows:

The second paragraph under the section entitled "DWELLINGS" is deleted in its entirety and the following is substituted in lieu thereof:

"All structures shall be a minimum of 30 feet from the front lot line and a total of ten (10) feet from both side lot lines. Each lot must have minimum of fifteen (15) feet of rear lot line to nearest structure."

Said restrictions and protective covenants as recorded in Deed Book 137, pages 377-380, ROBC2; shall remain in full force and effect except in the one particular herein amended.

WITNESS our hands this 22nd day of March, 1983.

Larry Mattingly
LARRY MATTINGLY
Carol Mattingly
CAROL MATTINGLY
Fred A. Taylor
FRED A. TAYLOR

Billy F. Huff
BILLY F. HUFF
Elsie M. Huff
ELSIE M. HUFF
Ollie B. Taylor
OLLIE B. TAYLOR

STATE OF TENNESSEE)
COUNTY OF BENTON..)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Larry Mattingly and wife, Carol Mattingly, two of the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

This instrument prepared by:
Neal, Swayne & Groom, Attorneys
117 East Wood Street
Paris, TN 38242

AMENDMENT TO RESTRICTIONS
OF
HARBOR TOWN NORTH

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Larry Mattingly
Larry Mattingly
Carol Mattingly
Carol Mattingly
Fred A. Taylor
Fred A. Taylor

Billy F. Huff
Billy F. Huff
Elsie M. Huff
Elsie M. Huff
Ollie B. Taylor
Ollie B. Taylor

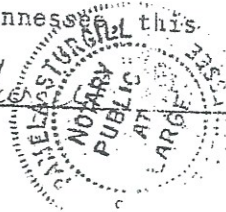
STATE OF TENNESSEE)
COUNTY OF BENTON..)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Larry Mattingly and wife, Carol Mattingly, two of the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

My Commission Expires: 8-1-85

Witness my hand and official seal at Big Sandy, Tennessee, this 21 day of March, 1983.

Pamela Huff
Notary Public



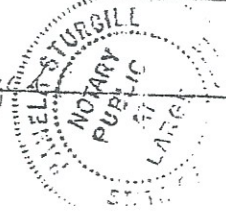
STATE OF TENNESSEE)
COUNTY OF GIBSON.. }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Billy F. Huff and wife, Elsie M. Huff, two of the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

My Commission Expires: 8-1-85

Witness my hand and official seal at Dyer, Tennessee, this 21 day of March, 1983.

Pamela Huff
Notary Public



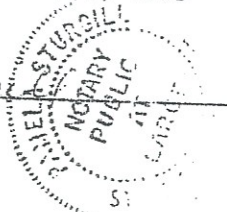
STATE OF TENNESSEE)
COUNTY OF CARROLL. }

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Fred A. Taylor and wife, Ollie B. Taylor, two of the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

My Commission Expires: 8-1-85

Witness my hand and official seal at Trezevant, Tennessee, this 21 day of March, 1983.

Pamela Huff
Notary Public



STATE OF TENNESSEE • BENTON COUNTY
RECEIVED FOR RECORD THE 22nd DAY OF March,
1983 AT 9:16 O'CLOCK A M., AND NOTED IN
DEED BOOK NO. 1, PAGE NO. 229; RECORDED
ON THE 22nd DAY OF Mar, 1983 IN WP
BOOK NO. 138, PAGE 283.

WITNESS MY HAND

Jimmy Wiseman
JIMMY WISEMAN
BENTON COUNTY REGISTRY
CAMDEN, TENNESSEE