

FROM : RE4

FAX NO. : 9496554

Jul. 29 1998 12:41PM P2

Inst # 2003770501-LR Year: 2003
 Book MS64 Page 13

SEQUATCHIE COUNTY, TENNESSEE
 Receipt # 55995
 11:38 AM, On February 4, 2003
 Recorded in Book MS64 Pages 13 - 16

State Tax \$ 0.00 Register Fee \$ 0.00
 Recording \$ 20.00 OFFEE \$ 2.00
 TOTAL RECORDING AMOUNT \$ 22.00
 Register Of Deeds : CONNIE E. GREEN
 Deputy Register : CONNIE E GREEN

Recording \$ 20.00 Fr. ---
DECLARATION OF COVENANTS AND RESTRICTIONS
RUNNING WITH THE LAND IN A SUBDIVISION DENOTED
AS "WEST PLATEAU SUBDIVISION"

WHEREAS, JOHNNY E. LEWIS and wife, LOREN M. LEWIS, and M. KEITH LAND and GEORGE DWAIN LAND are the owners of certain property described in Deed Book 118, page 127, and Deed Book 115, page 632, and in Misc. Book 55, page 600, in the Register's Office of Sequatchie County, Tennessee, and is more specifically described in Exhibit "A" attached hereto; and

WHEREAS, it is the desire and intention of the owners to sell the property described above and to impose on it mutual, beneficial restrictions under a general plan or scheme of improvement for the benefit of all the lands in the tract and the future owners of those lands.

NOW, THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions, conditions, 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.

LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No dwelling shall be placed upon except for single-family dwelling units.

DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot at a size of less than 1200 square feet heated living space. No single wide mobile homes shall be placed on the property. Double wide mobile homes and modular homes may be placed on the property only if new and finished with a full masonry foundation.

OUTBUILDINGS. Outbuildings may be built which shall be constructed in a workmanlike manner. The exterior of such outbuildings must be finished in a workmanlike manner and must be compatible with the residential structures located thereon.

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. No non-operational vehicles, unregistered or junked cars shall be placed or allowed to remain on any lot.

This instrument prepared by
 STEPHEN T. GREER, P.C.
 P.O. Box 768 Dunlap, TN 37327
 Tel. (423) 949-3621

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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.

LIVESTOCK AND POULTRY. No swine, poultry, or any other animal shall be allowed, except for dogs, cats or household pets which may be kept, so long as same are not maintained for commercial purposes.

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

BOUNDARY LINE AGREEMENT. Lot No. 1 shown on Exhibit "A", is subject to a certain Boundary Line Agreement recorded at Misc. Book 58, pages 168, et. seq., and Lot No. 7 shown on Exhibit "A" is subject to a certain Boundary Line Agreement recorded at Misc. Book 58, pages 172, et. seq., both in the Register's Office of Sequatchie County, Tennessee.

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

SEVERABILITY. 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.

WITNESS our hands this the 19th day of July, 2001.

Johnny E. Lewis
JOHNNY E. LEWIS

Loren M. Lewis
LOREN M. LEWIS

M. Keith Land
M. KEITH LAND

George Dwain Land
GEORGE DWAIN LAND

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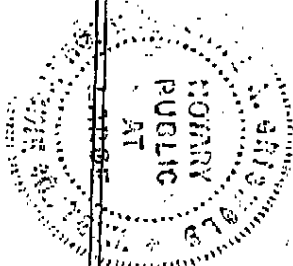
Jul. 29 1998 12:43PM P4

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Book MS64 Page 15

STATE OF TENNESSEE)
COUNTY OF SEQUATCHIE)

Personally appeared before me, a Notary Public, in and for said County and State, JOHNNY E. LEWIS and wife, LOREN M. LEWIS, and M. KEITH LAND and GEORGE DWAIN LAND, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence and who acknowledged they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this the 19th day of July, 2001.



James C. Brinson
NOTARY PUBLIC

My Commission Expires: 12/1/04

m/res/fcl.lewis

FROM : RE4

FAX NO. : 9496554

Jul. 29 1998 12:43PM P5

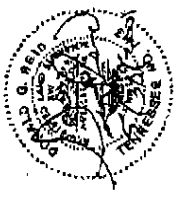
WEST PLATEAU SUBDIVISION

Sequithe County, Tennessee

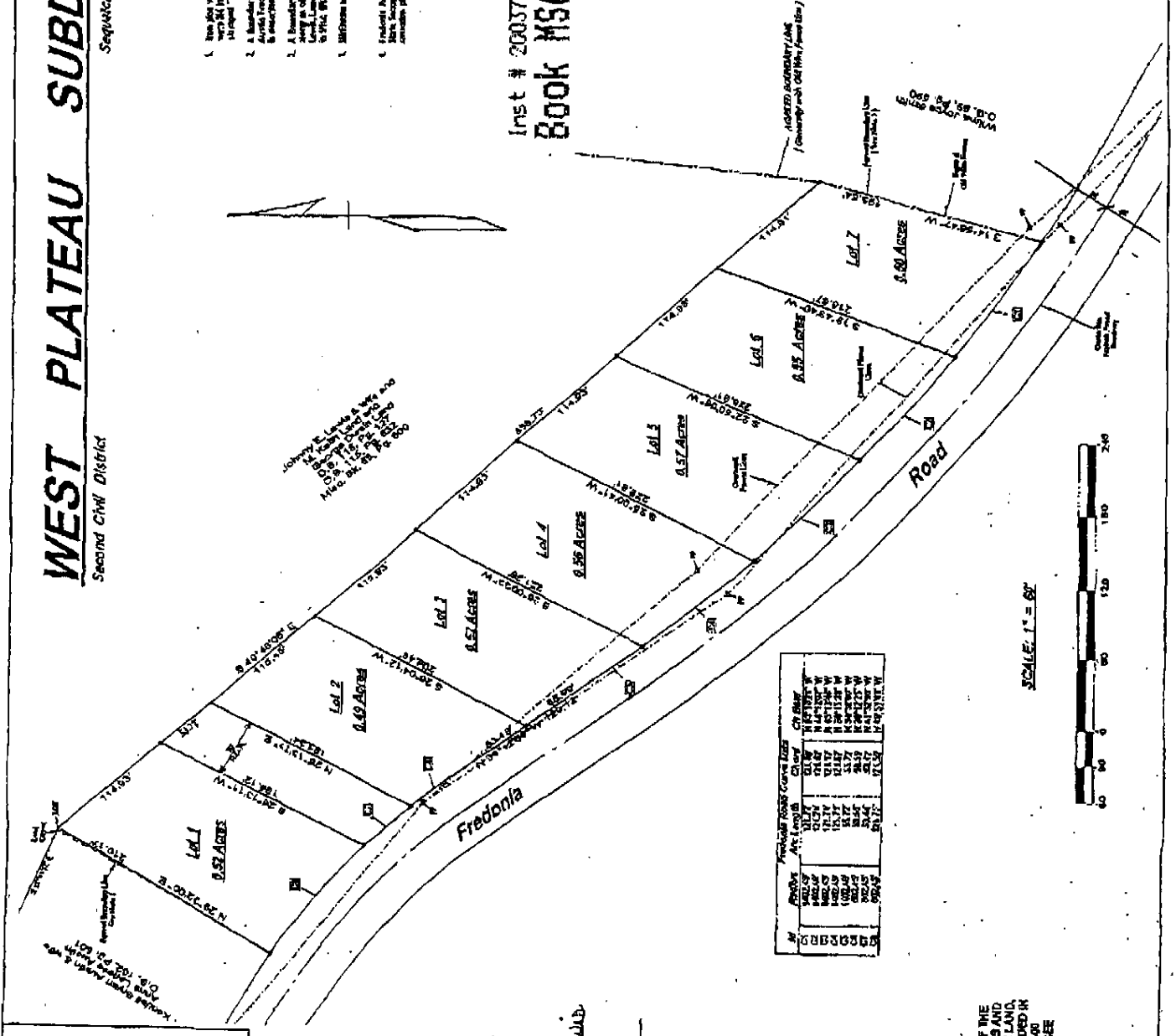
NOTES

1. This plat represents a plat covering a portion of the West Plateau subdivision in Sequitche County, Tennessee, as shown on the plat of the original subdivision.
2. A boundary line Agreement, established by the plat of the original subdivision, is shown on this plat.
3. A boundary line Agreement, established by the plat of the original subdivision, is shown on this plat.
4. Minimum setback requirements: Front setback: 10 feet; Side setback: 5 feet; Rear setback: 5 feet.
5. Easements shown on this plat are shown in accordance with the plat of the original subdivision.

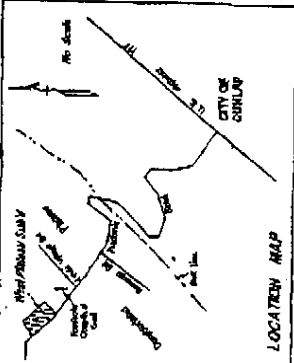
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REID SURVEYING COMPANY
HCR #3, BOX 781
DUNLAP, TENNESSEE 37027
PH: 423 / 949-4544



Parcel	Acres	Owner	County
1	0.52	JOHNNY E. LEWIS	SEQUITHE
2	0.49	JOHNNY E. LEWIS	SEQUITHE
3	0.57	JOHNNY E. LEWIS	SEQUITHE
4	0.58	JOHNNY E. LEWIS	SEQUITHE
5	0.57	JOHNNY E. LEWIS	SEQUITHE
6	0.57	JOHNNY E. LEWIS	SEQUITHE
7	0.58	JOHNNY E. LEWIS	SEQUITHE
8	0.58	JOHNNY E. LEWIS	SEQUITHE
9	0.58	JOHNNY E. LEWIS	SEQUITHE
10	0.58	JOHNNY E. LEWIS	SEQUITHE



Certificate of Ownership and Description

We the undersigned, being the owners of the property herein described, do hereby certify that the same is the property of the persons named herein, and that the same is subject to the covenants, conditions and restrictions hereon set forth.

Johnny E. Lewis
 JOHNNY E. LEWIS
 P.O. Box 781
 Dunlap, Tenn. 37027

George Owen Reid
 25 Lead Drive
 Dunlap, Tenn. 37027

Survey For: JOHNNY E. LEWIS
 P.O. Box 781
 Dunlap, Tennessee 37027

At: Fredonia Road
 Dunlap, Tennessee

BOUNDARY SURVEY

BEING A SURVEY TO FURTHER SUBDIVIDE A PORTION OF THE PROPERTY CONVEYED FROM THE HEIRS OF LEMUE SEALS AND WIFE LEZIE SEALS TO JOHNNY E. LEWIS & WIFE, M. KETTY LAND, AND GEORGE OWEN REID DESCRIBED IN DEEDS RECORDED IN D.B. 116, PG. 127, D.B. 116, PG. 132, & 1164C, BK. 11, PG. 140, REGISTERS OFFICE OF SEQUITHE COUNTY, TENNESSEE

TAX MAP / PARCEL 033-011
 SECOND CIVIL DISTRICT
 SEQUITHE COUNTY, TENNESSEE
 DATE: 8-10-2001 SCALE: 1" = 60'

EXHIBIT "A"

(to Declaration of Covenants & Restrictions - West Plateau SD)