

BK/PG:348/550-551

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TAX - SA - RESTRICTIONS	
PARCEL BOOK: 1994	
11/17/2004 - OPEN AN	
SALES TAX	0.00
PROPERTY TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
NOTARY FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

This instrument prepared by:  
 H. Graham Swafford, Jr., Attorney  
 SWAFFORD, JENKINS & RAINES  
 32 Courthouse Square  
 Jasper, TN 37347  
 423-942-3168

**DECLARATION OF RESTRICTIONS**  
**HUNTERS RIDGE**

WINFRED HAGGARD  
 REGISTER OF DEEDS, MARION COUNTY

WHEREAS, Henry Hobbs and wife, Carrie E. Hobbs own a parcel of real estate, last documents of record being Deed Book 232, Page 27, Register's Office of Marion County, Tennessee; and

WHEREAS, Henry Hobbs and wife, Carrie E. Hobbs have subdivided the property known as Hunters Ridge on a portion of the property they own; and

WHEREAS, the owners desire the property be used for residential purposes; and

WHEREAS, the owners desire that the property should be restricted to effect use and development.

WITNESSETH:

NOW THEREFORE IN CONSIDERATION OF THE PREMISES and for the protection of the present and future owners of Lots 1 thru 9, in said Hunters Ridge as shown in Plat Book 4, Page 1207, Register's Office of Marion County, Tennessee, the following special covenants and restrictive covenants are hereby made covenants to run and subsequent conveyances of said lots or portions thereof and all conveyances shall be accepted subject to said covenants and conditions.

1. **Land use and building type:** No commercial enterprise shall be conducted upon this real estate; this, however, does not restrict any land owner from renting, for residential use, any building that is now situated upon the premises or any building which will be subsequently built thereon.
2. **Mobile homes and/or pre-manufactured homes:** No mobile homes, prefabricated homes, pre-manufactured homes or modular or pre-constructed homes, either temporary or permanent, shall be placed or maintained on the said property.
3. **Construction time:** All construction must be completed within twelve (12) months from the visible date of commencement of such construction.
4. **Minimum dwelling size:** All dwellings constructed shall have a minimum heated area of 1500 square feet, exclusive of basement, carport, garage, and porches.
5. **Building location:** No building shall be located on any lot nearer than forty (40) feet to the front, ten (10) feet to the side, nor nearer than fifteen (15) feet to the rear.
6. **Drainage and utility easements:** All lot lines have 10 foot Drainage and Utility easements.

- 7. **Subdivision of lots prohibited:** No lot may be subdivided into lots of smaller areas.
- 8. **Nuisances:** No noxious or offensive activity shall be allowed upon this real estate, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- 9. **Livestock and poultry:** No cattle, horses or hogs may be kept on this real estate, nor shall chickens be commercially maintained. Household pets may maintain so long as such constitute no nuisance.
- 10. **Nonfunctioning vehicles, boats, motor homes, etc.:** Any nonfunctioning motor vehicles and recreational equipment such as boats and their trailers, campers, travel trailers and motor homes must not be kept upon the property.
- 11. **Garbage and Refuse Disposal:** No portion of this real estate shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 12. **Sewage Disposal:** No individual sewage disposal system shall be permitted on this real estate, unless such system is designed, located and constructed in accordance with the requirements standards and recommendations of both the state and local public health authorities. Approval of such system, as installed, shall be obtained from such authorities.
- 13. **Term:** These restrictions are to be considered as covenants running with the land, and shall be binding upon all Grantees, their heirs and assigns.
- 14. **Severability:** These restrictions shall be governed by the laws of the State of Tennessee and the invalidation of any of these covenants by judgment or court order, shall in no way effect any of the other provisions which shall remain in full force and effect.

In testimony whereof we have hereunto set our signatures this the 17<sup>th</sup> day of November, 2004.

Henry Hobbs  
HENRY HOBBS  
Carrie E. Hobbs  
CARRIE E. HOBBS

STATE OF TENNESSEE  
COUNTY OF MARION

On this the 17<sup>th</sup> day of November, 2004, before me personally appeared HENRY HOBBS and wife, CARRIE E. HOBBS, with whom I am personally acquainted and who executed the foregoing instrument for the purposes therein contained as their own free act and deed.

My Commission Expires: 9/9/07  
Stephanie Gilliam  
Notary Public

