

**RESTRICTIONS FOR TAYLOR PROPERTY, 8TH CIVIL DISTRICT
SEQUATCHIE COUNTY, TENNESSEE**

WHEREAS, TOM ED TAYLOR and PAUL B. TAYLOR, hereinafter collectively called "Owners", are the owners of certain real estate located in the 8th Civil District of Sequatchie County, Tennessee, as described in detail in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, said property is about to be sold and may hereafter be developed into parcels or lots in a subdivision, and

WHEREAS, owners, in order to promote the orderly growth of said 6.09-acre tract of land and to protect the present and future owners of said property desire to impose uniform restrictive covenants upon the whole of said land which are made covenants to run with the land whether or not they be mentioned or referred to in subsequent conveyances of any portions thereof and all conveyances under such restrictive covenants shall be subject to the penalties provided hereinafter for their violation or attempted violation as fully as if incorporated into and made a part of each conveyance in detail.

LAND USE: The property is restricted for residential use only and for single family dwellings only. No mobile homes, modular homes, or prefab homes shall be permitted.

MINIMUM BUILDING SITE: The property shall not be divided into building sites of less than 5 acres.

TIMBER: Live timber shall not be removed from the property unless required for building site development.

HUNTING: No hunting shall be allowed on the property, nor shall the firing of any firearms be allowed thereon.

DOMESTIC PETS: No animals, swine, livestock or poultry of any kind shall be raised, bred or kept on the property, except that dogs or cats or any household pets may be kept providing that said household pets are not kept, bred or maintained for commercial purposes. All such pets shall be maintained in the immediate care and control of the owners thereof at all times.

UTILITIES: Utilities are private and shared. Any homeowner shall have the right to connect onto existing utilities to obtain service therefrom.

LAKE: Regarding the lake shown on the recorded plat; The use of gasoline motors on boats, jet skis, and such devices on the lake is prohibited. Battery powered devices are acceptable and may be operated thereon. Public fishing shall not be allowed. Fishing in said lake shall be allowed only for owners of said property and their guests. Owners of the property, their successors and assigns, shall bear liability jointly for any damages or injuries caused as a result of said lake and shall be responsible for any injuries to themselves, their families and/or their guests. Owner shall be provided with a copy of land owners policy of liability insurance, evidencing such coverage.

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. The leaving of junk or dismantled automobiles or discarded appliances or other debris upon any lot for longer than 30 days shall be a nuisance per se, and any house destroyed or partially destroyed by fire or otherwise, shall not remain upon

said lot for more than one year and to do so shall be a nuisance per se, and should such items not be removed within the times specified the Property Developer or any owner within the property shall have the right to remove at the sole expense of the owner and/or tenant upon whose lot the nuisance has occurred, together with attorney fees as set forth hereinafter.

ROADS AND STREETS: Roads and streets located on the property are presently private and the maintenance therefor shall be borne equally by the owners of the property, unless and until same are properly dedicated to and accepted by the public authorities.

WELL: A well is located upon the Northwestern portion of the property, approximately 140 feet East of the West line of said property, said well shall be continued to be shared by the owner of the property, her heirs and assigns. Owner, her heirs and assigns, shall provide all maintenance to the well, its pumps and the like at her expense.

TERM: These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 50 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years each, unless an instrument signed by the owners of at least 2/5 of the property has been recorded, changing said covenants in whole or in part and for the purpose of voting, each subsequent property owner shall have one vote.

ENFORCEMENT: In the event that any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenants, then the party guilty of such violation shall be subject and liable at the suit of any interest owner or holder or any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation of said restrictions.

SEVERABILITY: Invalidation of any one of these covenants by judgment of a competent court shall in no manner affect any of the other provisions, which shall remain in full force and effect.

WITNESS my hand this 5th day of September, 1998.

Tom Ed Taylor
Tom Ed Taylor

Paul B. Taylor
Paul B. Taylor