

This Instrument Prepared By:

James D. White, Jr.
Attorney at Law
101 Green Street
Celina, Tennessee 38551

The preparer makes no representations or warranties as to the accuracy of the description or the status of the title of the property. This document has been prepared based upon information furnished to the preparer.

RESPONSIBLE TAXPAYER AND PROPERTY OWNER:

Name: Karthage Kardone, Inc., et al. Address: _____
City: _____ State: _____ Zip: _____
Map: _____ Parcel: _____

"Restrictions for Lot 10"
WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, I, MARK HIX, hereinafter called Grantor, have this day bargained and sold and do by these presents sell, transfer and convey unto KARTHAGE KARDONE, INC. and KELLY KIRBY, hereinafter called Grantees, their heirs and assigns, that certain tract or parcel of land situated, lying and being in the 7th Civil District of Macon County, Tennessee, and more particularly described as follows, to-wit:

BEING Lot #6 of the Final Plat of Rose Hill Subdivision, a plat of which is of record in Plat Cabinet 2, Slide 116A, Register's Office of Macon County, Tennessee to which reference is hereby made for a more complete description of said lot.

Subject to any and all matters as shown on the Final Plat of Rose Hill Subdivision of record in Plat Cabinet 2, Slide 116A, Register's Office of Macon County, Tennessee.

RESTRICTIONS - will apply to Lot #1 thru #7 of the Rose Hill Subdivision:

1. No part of said property may be used for other than single family residences or farming purposes.
2. All homes must be stick built on site. No single wide or double wide mobile homes will be allowed on property.
3. No structure of a temporary character shall be used on any lot or parcel at any time.
4. No hogs, chickens, or exotic animals shall be permitted on any of these tracts.
5. No junkyards or junk cars that do not run on their own power are allowed on this property.
6. No outbuildings shall be erected on the property unless that same are to the rear of the dwelling, kept painted and of neat appearance.

7. These tract are not to be re-subdivided.
8. No noxious or offensive operations or any other offensive conduct shall be conducted or maintained on any lot which may constitute an annoyance to the neighborhood.
9. If any structure located on the lot should be destroyed or damages by fire the said structure must be repaired or rebuilt within six months of said fire or in the alternative the remains of said structure must be cleaned up and removed from the lot within six months of said fire.
10. The above covenants and restrictions shall run with the land.

And being a portion of the lands conveyed to Mark Hix and Stacey Browning, from James R. Howser, Clerk and Special Commissioner, by Clerk and Special Commissioner's Deed dated March 19, 2003, and recorded in Deed Book 251, Page 360, Register's Office of Macon County, Tennessee; and being a portion of the lands wherein Rita Nell Browning, Executrix of the estate of Stacey Wayne Browning, deceased, conveyed all the right, title and interest of Stacey Wayne Browning and his estate to Mark Hix by quitclaim deed dated January 16, 2019, and recorded in Record Book 70, pages 614-618, Register's Office of Macon County, Tennessee.

TO HAVE AND TO HOLD said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to the said Grantees, their heirs and assigns, forever. And I do covenant with the said Grantees that I am lawfully seized and possessed of said land in fee simple, have a good and lawful right to convey it, and the same is unencumbered. And I do further covenant and bind myself, my heirs and representatives, to warrant and forever defend the title to said land to the said Grantees, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, witness our hands on this the 12 day of July, 2021.


 MARK HIX

STATE OF TENNESSEE

COUNTY OF Clay

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, the within named MARK HIX, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 12 day of July, 2021.


 NOTARY PUBLIC



My Commission Expires: 9/20/2021

Road from Reed Bray property as described in deed book 162 page 50; thence with the west line of Rose Hill Road for the next 2 calls south 11 degrees 10 minutes 59 seconds east a distance of 172.04 feet to a point; thence with a curve turning to the right with an arc length of 54.36 feet, with a radius of 682.00 feet, with a chord bearing of south 08 degrees 53 minutes 58 seconds east, with a chord length of 54.35 feet to an iron pin new also being a corner to tract 11 (6.51 acres) of the Johnathan and Sonya Brown property; thence leaving the road with tract 11 north 87 degrees 01 minutes 33 seconds west a distance of 1312.07 feet to an iron pin new also being a corner to tract 7 (27.67 acres) of the Johnathan and Sonya Brown property; thence with tract 7 (27.67 acres) north 00 degrees 00 minutes 30 seconds west a distance of 220.30 feet; to an iron pin new also being a corner to tract 13 (6.31 acres) of the Johnathan and Sonya Brown property; thence with tract 13 (6.31 acres) south 87 degrees 01 minutes 33 seconds east a distance of 1270.27 feet to an iron pin new in the west line of Rose Hill Road; which is the point of beginning, having an area of 6.53 acres more or less.

In accordance with a survey prepared by Steven Michael Holland, Tennessee Registered Land Surveyor license number 2337, dated 04/29/2021 as shown on drawing number 210320.

And being a portion of the lands conveyed to Johnathan Edward Brown and wife, Sonya Ann Brown, from Mark Hix and wife, Jere Kim Hix, by warranty deed dated February 8, 2019, and recorded in Record Book 71, pages 653-656, Register's Office of Macon County, Tennessee.

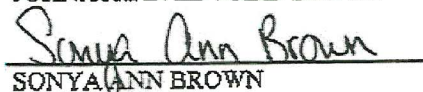
Brown property Lots 2 and Lots 4 thru 15 are conveyed subject to the following restrictions:

1. Single wide and double wide mobile homes will be permitted but must be new at the time that they are placed on the property and must be on a solid masonry foundation.
2. No structure of a temporary character shall be used as a dwelling on any lot or parcel at any time.
3. No hogs shall be permitted on any of these lots.
4. No junkyards or junk cars that do not run on their own power allowed on the property unless they are housed or stored in a building.
5. The above covenants and restrictions shall run with the chain of title for a period of twenty-five (25) years. The enforcement of the restrictions will be the sole responsibility of the owners of the Brown property Lots 2 and Lots 4 thru 15.

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IN TESTIMONY WHEREOF, witness our hands on this the 12 day of July, 2021.


JOHNATHAN EDWARD BROWN


SONYA ANN BROWN

7. These tract are not to be re-subdivided.
8. No noxious or offensive operations or any other offensive conduct shall be conducted or maintained on any lot which may constitute an annoyance to the neighborhood.
9. If any structure located on the lot should be destroyed or damages by fire the said structure must be repaired or rebuilt within six months of said fire or in the alternative the remains of said structure must be cleaned up and removed from the lot within six months of said fire.
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 COUNTY OF Clay

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, the within named MARK HIX, the bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

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