

DECLARATION OF RESTRICTIONS
OF
MAGNOLIA POINTE SUBDIVISION
SECTION "3"

The undersigned owners of the property located in the Magnolia Pointe Subdivision, in the 10th Civil District of Greene County, Tennessee, do hereby place against the said land the following restrictive covenants and conditions to be binding on the use of the same property, the same being covenants which are to run with the land, and are to be binding upon the successors and assigns of the undersigned.

1. Real Property. The property as to which the terms, covenants, and restrictions herein contained apply are those lots collectively known as Magnolia Pointe Section 3, a plat of which appears of record in Plat Cabinet C, slide 181, in the Register's Office for Greene County, Tennessee.

2. Residential Use and Size Restrictions. All lots shall be used for single family residences only. Any one level single family residence constructed thereon shall have not less than 1,600 square feet of finished floor space on the ground floor of such house, exclusive of open porches, garages, and basements. Any multi-level single family residence constructed thereon shall have not less than 2,400 square feet of finished floor space exclusive of open porches, garages, and basements. No such dwelling shall be occupied for residential purposes until the outside thereof shall be completely finished and the yard cleaned and graded. No building, structure, alteration, or improvement shall exceed three (3) stories in height exclusive of basements, nor have a private garage for more than (4) cars.

3. Vehicle Location, Garages, and outbuildings. All residences shall have a garage for at least two cars. Such garage shall be in the basement, attached to the main floor

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See Modification see Decd Book 163A p 504

level of the structure, or detached if such detached structure is of the same architectural design as the residence. Otherwise, no outbuildings of any type or design shall be permitted on any lot.

4. Setbacks in Subdivision. All dwelling units or garages must be setback a minimum of 40 feet from the front (street); 15 feet from side lot lines and 20 feet from the rear lot line. In the event two lots are owned by the same owner(s), the setback lines shall apply to the four (4) outer boundaries of the two combined.

5. Trailers, Mobile Homes, Basement Homes, and Temporary Structure. No structure of a temporary character, including but not limited to trailers, mobile homes, basements, tents, shacks, sheds, pre-fabricated buildings, garages, or structures falling within such purview shall be used upon the property at any time as a residence. There shall be no metal, cement block, or rough log houses or garages. All structures shall comply with the provisions of the building, plumbing, and electrical codes in effect and adopted by the Town of Greeneville, Tennessee, and be approved by the undersigned developers of the subdivision.

6. Nuisance, Offensive Activities Forbidden. No noxious or offensive activities shall be carried on upon the property, nor shall anything be done which may be declared or which may become a public or private nuisance in the area.

7. Individual Sewage and Water Systems. No individual sewage disposed system or water system shall be permitted upon the property unless approved by developers and the Department of Public Health of the Town of Greeneville. Where permissible, all lots shall connect to the Greeneville Water and Sewage System.

8. Commercial Operations and Signs. There shall be no use of the real property or any building constructed thereon for commercial or business uses; provided, however, that this restriction shall not preclude a person from engaging in a home office occupation which is concerned with the delivery of services. No sign of any kind shall be displayed to the public view on any lot except on professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. Trash and Garbage. No trash, waste, garbage, litter, junk, or refuse shall be thrown, dumped, or left on any portion of the premises and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise be unexposed to public view. Nothing herein contained shall be construed to prohibit or deny the installation or use of wood-burning fireplaces or stoves or of patio barbecues. All vacant lots shall be kept mowed.

10. Animals. Household pets such as dogs, cats, and birds, are allowed in the subdivision as pets only, and then only for so long as they do not constitute a public or private nuisance. No livestock, including but not limited to horses, cows, pigs, chickens, and sheep, shall be kept by its owners in the subdivision. No commercial breeding of pets or the running of a kennel shall be allowed upon the premises.

11. Easements. Easements to each individual lot, fifteen (15) feet wide for the installation and maintenance of utilities and drainage facilities are reserved along each lot line for the benefit of any utility company or cable service

company for the installation and maintenance of utility or cable lines. A right of pedestrian access by way of a driveway or open lawn area is also reserved on each lot from the front line to the rear lot line for the use and benefit of any utility or cable company which installs lines upon the lot. The granting of this easement or right of access shall not prevent the use of the area by the owner of any lot for any permitted purpose except for buildings. All utilities and cables shall be underground.

12. Sight Distance. No fence, wall, hedge, or shrub planting which obstructs sight lines between two (2) and six (6) feet above roadway shall be placed or permitted to remain within 10 feet of the street property. No trees shall be permitted to remain within 10 feet of street property unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

13. Construction Materials. Cinder block or concrete block walls may only be used for foundations and retainer walls unless the same are faced with brick or plaster on the exterior.

14. Homeowners Association. Lot owners of the Magnolia Pointe Subdivision may form a homeowners association with duly elected officers to control and enforce covenants set forth by the restrictions. Rules and by-laws developed by the homeowners association may apply to all lots as long as they do not conflict with public laws or subdivision restrictions.

15. Architectural Committee. The undersigned Developers of Magnolia Pointe Subdivision will serve as the architectural committee. No permanent structure may be placed upon any of the lots without prior written approval of the plans and the builders are granted by the developers, which said approval shall not be unreasonably withheld.

16. Maintenance of Ground Cover. Any owner of lots herein purchased from the developers shall be required to limit ground cover to a height of no more than six (6) inches.

17. Limitation on Water Diversion. Any diversion of a natural water course shall not cause damage to adjoining lots or prevent the natural drainage of the subdivision.

18. Enforcement. Enforcement of these covenants shall be by proceedings either at law or in equity by any owner of a lot in the subdivision or the homeowners association against any person or persons violating or attempting to violate any covenant; and legal proceedings may be either to restrain violation of the covenants or to recover damages or both.

19. Effect of Nonenforcement. The failure of any of the parties hereto or any covenant or restriction herein contained shall in no event be deemed to waive or in any way prejudice the right to enforce that covenant or any other covenant thereafter or to collect damages for any subsequent breach of covenant.

20. Automatic Effect of Restrictions. In any conveyance of the property of any portion thereof, a property shall be automatically subject to the restrictions and conditions herein set forth or as hereafter amended, whether or not there is a reference to the same in the deed or conveyance, and without setting forth the restrictions and covenants verbatim.

21. Amendment. The provisions herein may be amended or revoked, and additional provisions added, at any time by written instrument duly signed and acknowledged by the owners of record of not less than eighty percent (80%) of the lots in said Magnolia Pointe Subdivision.

22. Use of Lots For Access to Adjacent Property or as Public Street. No lot in Magnolia Pointe Section 3 shall be used as public street under any circumstance. No portion of any lot in Section 3 may be used as a private road to any adjacent tract or lot without prior written consent of the undersigned developers.

IN WITNESS WHEREOF, the said owners of property located in the Magnolia Pointe Subdivision, Section 3, have hereunto executed these restrictive covenants on this the 15TH day of APRIL, 1996.

Jimmy T. Whiteside
Jimmy T. Whiteside

Lavern Whiteside
Lavern Whiteside

STATE OF TENNESSEE X
COUNTY OF GREENE X

On this the 15TH day of APRIL, 1996, before me personally appeared Jimmy T. Whiteside and wife, Lavern Whiteside, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

W. Williams
Notary Public

My Commission Expires: 10-6-97
BGC/dp/53/72

Received of Jimmy Whiteside
CHECK CASH
MAIL FILE
Jimmy Whiteside
154 Magnolia Dr.
Greeneville, TN 37743

State of Tennessee, Greene County Register's Office
This instrument recorded in Book 301A Page 423
Recorded for record at 1:40 P M on the 17 day of April, 1996.
State tax CF Rec'd Fee 24.00 Total 24.00
Noted in Book 6 Page 133 R No. Carolyn B. Morrell, Reg.
R # 61837 Charlotte Waddell Deputy
428