

COUNTY OF Los Angeles

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, RODERICK C. ATCHLEY AND WIFE, JULIA K. ATCHLEY, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained and expressed.

WITNESS my official signature and seal at office in

Anne Patton

1962

Los Angeles County, California, on this 4 day of May, 1962.

Filed For Record At 9:40 AM, May 25, 1962
Hubert L. Fudge Register

Anne Patton

Notary Public

My commission expires:

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LOS

PROTECTIVE AND RESTRICTIVE COVENANTS
COUNTRY CLUB ESTATES
MORRISTOWN, TENNESSEE
May 10, 1962

WHEREAS, the undersigned SECURITY REAL ESTATE COMPANY OF MORRISTOWN, a Corporation organized and existing under the laws of the State of Tennessee, with its principal office and place of business in Morristown, Tennessee, hereby declares that it is the owner of the following described subdivision known as Country Club Estates which has been subdivided and recorded and which it proposes to restrict by this instrument, and

WHEREAS, said subdivision is known as Country Club Estates, Morristown, Tennessee, and a map or plat of the said subdivision is of record in the Register's Office of Hamblen County, Tennessee, in Plat Book 3, Page 94, and

WHEREAS, it is now desired and the intention and purpose for the benefit and protection of the present owners and the purchaser or purchasers of a lot or lots in this subdivision and in order to establish a sound value for these lots, to record these restrictions so that they may be binding and enforceable and of public record.

NOW, THEREFORE, in consideration of the premises and for the purposes herein set out, the undersigned SECURITY REAL ESTATE COMPANY OF MORRISTOWN, a Corporation organized and existing under the

388

laws of the State of Tennessee, with its principal office and place of business in Morristown, Tennessee, binds itself, heirs, executors, administrators, successors, and assigns, to impose the following covenants that run with the land or lots in said subdivision hereinabove referred to and described as follows:

1. 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 twenty-five years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

2. 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.

3. 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.

4. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height, or a duplex which will permit two families, and a private garage for not more than three cars.

5. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 35 feet or nearer to a side street line, if a corner lot, than 20 feet. No building shall be located nearer than 10 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. These setback lines are to improve appearance and are for builders of houses to follow; however, it would not be considered a violation of these restrictions in case of a four foot variance. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

6. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any of the lots at a cost less than \$12,000.00 based on the cost level prevailing on the date these covenants are recorded. The ground floor of the main structure, exclusive of one story open porches and garages shall not be less than 1200 square feet for a one

story, nor less than 900 square feet for a dwelling of more than one story. All dwellings built in this subdivision must be masonry or a combination of masonry and frame. There shall be no exposed concrete blocks.

22/8/5

7. EASEMENTS: Easements for installation and maintenance of public utilities are reserved along 5 feet of the lot lines. Easements for drainage purposes are reserved over 5 feet of the rear lot lines. Where lots or parts of lots are combined, said easements are applicable only to the outside lines. Also, included in these covenants are any additional easements appearing on the recorded plat.

8. 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.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS: No signs of any kind shall be displayed to the public on any lot except one 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 the property during the construction and sales period.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

13. 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.

386

14. WATER SUPPLY: No individual water supply shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Hamblen County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

15. SEWAGE DISPOSAL: No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed, in accordance with the requirements, standards, and recommendations of Hamblen County Public Health Authority. Approval of such system as installed shall be obtained from such authority.

16. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot, which plot has an area in square feet of less than the smallest lot shown on the recorded plat or a width of less than the narrowest lot shown on the recorded plat.

IN WITNESS WHEREOF, said Declarant has caused its corporate seal to be hereunto affixed and this declaration to be signed by its duly authorized officer the day and year first above written.

Attest:

SECURITY REAL ESTATE COMPANY OF MORRISTOWN

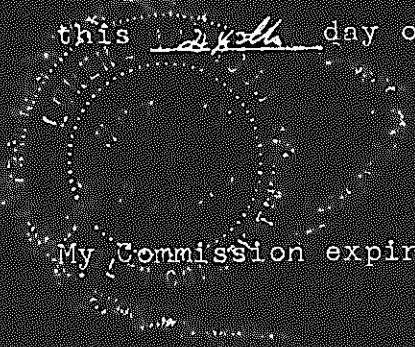
William C. Jones
Secretary

BY: [Signature]
President

STATE OF TENNESSEE)
HAMBLLEN COUNTY)

Before me, Loren C. Hodgson, A Notary Public in and for said County and State aforesaid, personally appeared _____ John E. McCraw Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the SECURITY REAL ESTATE COMPANY OF MORRISTOWN, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Morristown, Tennessee, this 24th day of May, 1962.



Loren C. Hodgson
Notary Public

MY COMMISSION EXPIRES OCTOBER 6, 1963
BONDED BY SAINT PAUL FIRE & MARINE INSURANCE COMPANY

Filed For Record At 10:10 A.M., May 25, 1962
Hubert L. Hodge, Registrar