

EVA JONES TO WHOM IT MAY CONCERN

TO WHOM IT MAY CONCERN:

Restrictive Covenants, Limitations and Reservations on the Jan-Mor Acres Subdivision, First Civil District, Cumberland County, Tennessee.

The following restrictive covenants and conditions shall be applicable to, and binding upon, those certain lots or parcels of land as shown on Plat of Jan-Mor Acres Subdivision, which Plat is duly recorded in Plat Book No. 2, Page 12, of the Register's Office of Cumberland County, Tennessee:

1. The lots or parcels of land in said subdivision shall be used for residential purposes only. No lot, as shown on said Plat, shall be subdivided nor shall more than one detached, single-family residence or dwelling house be constructed on any one lot. Such residence or dwelling house shall cost not less than Eight Thousand (\$8,000) Dollars, based upon cost levels prevailing on the date these covenants are recorded; it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated herein for the minimum permitted dwelling size. Such residence or dwelling house shall be constructed as nearly equidistant from the side property lines as possible or practicable, and on a line of not less than Forty (40) Feet from the right-of-way line of the road or street on which such residence shall front.
 2. No residence or dwelling house exceeding two and one-half stories in height shall be constructed on said lots or parcels of land. If a one (1) story house is built, it shall contain not less than Nine Hundred (900) Square Feet of floor space. If a two (2) story house is built, it shall contain not less than Eight Hundred (800) Square Feet on the first floor, including utility room and storage space incidental to the residential use of the lot or parcel of land.
 3. No noxious, offensive or illegal trade or activity shall be carried on upon said lots or parcels of land nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
 4. No goats, sheep or swine shall be kept on said premises nor shall any other animals or fowls be kept, bred or raised on said premises, for commercial purposes.
 5. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on said lots or parcels of land shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence or dwelling.
 6. No alcoholic beverage or any kind shall be stored on, or distributed from, said premises for commercial purposes.
 7. No outdoor privy shall be erected or constructed, for permanent use, on said lots or parcels of land, and any and all septic tanks or other sewage disposal systems shall be installed in accordance with the regulations of the Tennessee Department of Public Health.
 8. An easement is expressly reserved over the front and/or side Five (5) Feet of said lots or parcels of land for utility installation and maintenance.
- These are covenants to run with the land, and shall be binding upon all parties claiming under them until August 27, 1984, at which time said covenants shall

automatically extend for successive periods of Ten (10) Years, unless, by vote of the then property owners in Jan-Mor Acres Subdivision, it is agreed to change said covenants in whole or in part.

If the parties herein, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either prevent them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgement or court order shall not, in any way, affect any of the other provisions which shall remain in full force and effect.

In Witness Whereof, I have hereunto set my hand and signature on this, the 27th day of August, 1964.

Eva Jones
Eva Jones

State of Tennessee
County of Cumberland

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Eva Jones, the within named bargainers, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained and expressed.

Witness my hand and official seal of office on this, the 27th day of August, 1964.

(SEAL)

My commission expires the
21st day of October, 1964.

J. T. Horn, Jr.
Notary Public

State of Tennessee,
Cumberland County:

I hereby certify that the foregoing deed and certificate were filed for registration at 1:10 P. M., Aug. 31, 1964. Noted in Note Book "J", page 156 and recorded this Sept. 1, 1964.

Clady H. Derrick
Registered

VANCE SWAFFORD & WIFE TO CLAUDE MOONEYHAM & WIFE

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations not herein mentioned, we, Vance Swafford and wife, Mattie Swafford, have this day bargained and sold and by these presents do hereby bargain, sell, transfer and convey unto Claude Mooneyham and wife, Dolly Mooneyham, their heirs, assigns and representatives, the following described tracts or parcels of land, lying and being in the FIFTH CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described, as follows:

Beginning on a fence corner in the Southeast right-of-way of the Lantana Road, and being the West corner of the original tract of which this is a part, thence with

To have and to hold the above described parcel or tract of land to the grantees herein named, their heirs, assigns, and representatives in fee simple forever with the appurtenances thereto belonging and appertaining.

We covenant with the grantees herein named, their heirs, assigns, and representatives, that we are lawfully seized and possessed of the above described parcel or tracts of land, have a good and lawful right to convey same, that it is free and unencumbered; and that we will forever warrant and defend the title thereto to the grantees herein named, their heirs, assigns, and representatives, against the lawful claims of all persons, whomsoever, and we bind our heirs, assigns, and representatives by the above covenants.

In Witness whereof, we, Everett Waldo and wife, Elizabeth Waldo, have set our hands and signatures on this the 19th day of June, 1965.

Everett Waldo
Everett Waldo

Elizabeth Waldo
Elizabeth Waldo

\$3185 U. S. Rev. stamps cancelled.

State of Tennessee

County of Rhea

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Everett Waldo, and wife, Elizabeth Waldo, the within named bargainors, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained and expressed.

Witness my hand and official seal of office on this, the 19th day of June, 1965.

(SEAL)
My commission expires 11-16-65

John Ross Fischesser
NOTARY PUBLIC

State of Tennessee,

Cumberland County:

I hereby certify that the foregoing deed and certificate were filed for registration at 12:50 P. M., July 30, 1965. Noted in Note Book "K", page 353 and recorded this Aug. 2, 1965.

Glady H. Daniel
Register

Deed Book-68 Page - 325

EVA JONES ET AL TO WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS THAT: This instrument prepared by J. T. Horn, Jr. Attorney, Crossville, Tennessee

Whereas, I am the owner of Jan-Mar Acres Sub-Division, located in the First Civil District of Cumberland County, Tennessee, the original plat of which is recorded in Plat Book 2, Page 12, of the Register's Office of Cumberland County, Tennessee, in its entirety, with the exception of Lots No. 2 and 5 thereof, which have heretofore been conveyed to William R. Padgett and wife, Wanda Padgett, and Roy E. Swallows and wife, Carolyn Swallows, respectively, and

Whereas, John D. Turner and others are desirous of purchasing Lots No. 7 through 17, inclusive, of said sub-division for the purpose of building a lake thereon,

Now, Therefore, for and in consideration of the promises, I, Eva Jones, do hereby

Release Lots No. 7 through 17, inclusive, of said sub-division from that portion of paragraph 1, restricting said lots to residential purposes only, of the restrictive covenants governing said sub-division, which restrictive covenants are of record in Deed Book 65, Pages 494 & 495, of the Register's Office of Cumberland County, Tennessee, and

We, William R. Padgett and wife, Wanda Padgett, and Roy E. Swallows and wife, Carolyn Swallows, being the only other owners, to date, of lots in said Jan-Mor Sub-Division, for a valuable consideration, to us in hand paid, do hereby waive and release the above referred to restrictive covenants restricting Lots No. 7 through 17, inclusive, of said Jan-Mor Acres Sub-Division to residential purposes only, and do hereby agree to the building of a lake thereon; all of the other and remaining original restrictive covenants governing said lots, and the rest and residue of the other lots in said Sub-Division, to be and remain the same as explicitly recorded in Deed Book 65, Pages 494 & 495, of the Register's Office of Cumberland County, Tennessee.

In Witness Whereof, we have hereunto set our hands and signatures on this, the 20th day of July, 1965.

Eva Jones
Eva Jones

William R. Padgett
William R. Padgett

Wanda Padgett
Wanda Padgett

Roy E. Swallows
Roy E. Swallows

Carolyn Swallows
Carolyn Swallows

State of Tennessee
County of Cumberland

Personally appeared before me, the undersigned authority, a Notary Public in and for the County and State aforesaid, Eva Jones, William R. Padgett and wife, Wanda Padgett, and Roy E. Swallows and wife, Carolyn Swallows, the within named bargainers, with whom I am personally acquainted and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained and expressed.

Witness my hand and official seal of office on this, the 20th day of July, 1965.

(SEAL)
My commission expires the 21st day of October, 1968.

J. T. Horn, Jr.
Notary Public

State of Tennessee,
Cumberland County:

I hereby certify that the foregoing instrument and certificate were filed for registration at 1:10 P. M., July 30, 1965. Noted in Note Book 'K', page 168, and recorded this Aug. 4, 1965.

Clady H. Daniel
Register

~~JOHN PUGH TO NANNIE PUGH~~

THIS INSTRUMENT PREPARED BY
JOHN W. GILL ATTY.
Monterey, Tennessee

FOR AND IN CONSIDERATION OF THE SUM OF One (\$1.00) Dollar, cash in hand paid to me by