

Kee Acres

THIS INSTRUMENT WAS PREPARED BY CAMP AND CAMP, ATTORNEYS,
SPARTA, TENNESSEE.

This INDENTURE made on this the 23rd day of July, 1971, by JOE WALLACE, Trustee for EDWARD KATZ, SCOTT CAMP, MARGIE H. CAMP and ELOISE C. CAMP, pertaining to KEE ACRES SUBDIVISION, Plat No. 2, Sheet No. 1, located in the Second Civil District of White County, Tennessee, and being the same identical subdivision surveyed and platted by Ben J. Welch, County Surveyor for White County, Tennessee, dated June 28, 1971, and recorded in Plat Book No. 1, page 94, in the Register's Office for White County, Tennessee, by virtue of the authority vested in me by that certain trust instrument which appears of record in Miscellaneous Book No. 30, page 527, in the Register's Office for White County, Tennessee.

WHEREAS, we, the undersigned, propose to sell each and all of the lots described by said plat above referred to, or otherwise to retain one or more of said lots to ourselves, all of which lots are to be used and occupied exclusively for residential purposes; and,

WHEREAS, it is our intention by this instrument to fully protect and reasonably restrict said land and lots so as to render the same more desirable for residential purposes.

NOW, THEREFORE, BE IT KNOWN that we, the said Edward Katz, Scott Camp, Margie H. Camp and Eloise C. Camp, hereby adopt the plan of the subdivision above referred to, and we hereby dedicate all streets, roads, walks, parks and other open spaces to public or private use, as noted on said plat.

BE IT FURTHER KNOWN, that said area covered by and included in said plat is restricted as follows:

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, except as same may be required by governmental authority. No imitation brick siding or similar material will be allowed.

No outdoor toilets will be permitted. All sanitary facilities must meet the specifications of the County Health Department.

2. EASEMENTS. An easement is retained along all lot lines for water, gas and electric service.

3. BUILDING LOCATION. No building shall be located on any lot nearer than fifty (50) feet from any lot line.

4. 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 in the neighborhood. No illegal activity shall be permitted.

No junk yard, bone yard or garbage dump will be permitted upon any lot in the subdivision.

5. LAKE. The lake shown on the plat shall be owned, as tenants in common, by all of the owners of said land, or any interest therein, which interests in said lake will go with the land. Undivided interests in said lake are not saleable or transferable, but will follow the ownership of the land so that every person who now or hereafter becomes the owner of any portion of said land automatically becomes the owner of an unspecified undivided interest in said lake, with the right to use and enjoy the entire lake. There will be a thirty (30) foot easement back from the high water line the entire perimeter of said lake for

the use of all owners of an interest in the same.

No motor boat or power boat may be used on said lake at any time. No manner of pollution of said lake will be allowed.

6. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and all other waste material shall be kept in sanitary containers. All incinerators and other equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

7. 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 (25) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (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.

8. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity, instituted by lot owner or owners either to restrain violation or to recover damages against any person or persons violating or attempting to violate any covenant contained herein.

9. SEVERABILITY. Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.