

This instrument was prepared by  
RAY OWNBY, OWNER  
Pigeon Forge, Tennessee

DECLARATION OF RESTRICTIONS

KODAK ESTATES SUBDIVISION

I, RAY OWNBY, being the owner of the KODAK ESTATES SUBDIVISION,  
in the TWELFTH CIVIL DISTRICT of SEVIER COUNTY, Tennessee, shown on a  
plat of record in Map Book 22, Page 91, Register's Office, Sevier  
County, Tennessee, to which plat reference is here made, do hereby impose  
upon all tracts in said Subdivision the following restrictions, which shall  
run with the land and which shall be enforceable by me or by any persons  
owning property therein:

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in  
Note Book 26 Page 491 At 11:00 clock A M, 1-6 1979  
Item No. 983; Recorded misc Book 60 Page 767  
State Tax \_\_\_\_\_ Fee \_\_\_\_\_ Recording 6.00, Ct. House Fund 1.00  
Total 7.00 Receipt 8110  
Witness My Hand Veryl Henderson  
Register

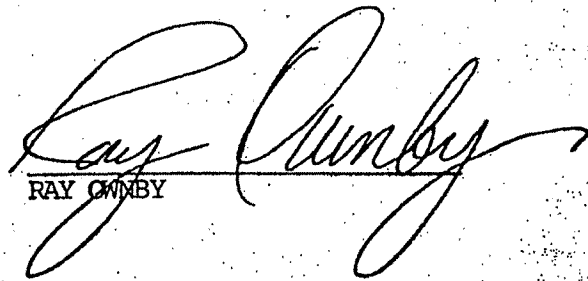
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1. All buildings constructed on this property must contain at least 1200-square feet of inside heated floor space, exclusive of carports.
2. All buildings must be constructed on solid, non-combustible foundations and must be designed with the latest exterior materials, such as exterior paneling, brick or stone.
3. No concrete blocks are to be exposed. There shall be no tin or metal roofs.
4. No modular homes are to be permitted unless the plan reaches the standards of the most modern homes and must include the required square footage. They must be built to increase the value of adjoining property.
5. No junk yards or outside toilets shall be erected or maintained on this property. No trash or debris is to accumulate to cause odor or an eye sore view.
6. No junk automobiles or anything that would decrease the value of property will be allowed on said property.
7. A six foot easement for the installation and maintenance of public utilities is reserved along each side of all lot lines, except in cases where one person owns two and/or more adjacent lots. In such event said easement will not be reserved along interior lot lines.
8. All buildings must be at least 30 feet from all street lines and at least 10 feet from all adjacent property lines.
9. No trailers shall be allowed on said property.
10. No old buildings shall be moved on to any part of this property.
11. All uncared for pets or any animal, or motor vehicles that would be obtrusive to home owners in said subdivision are hereby restricted in said subdivision.
12. No swine shall be permitted on the said property. Other livestock shall be permitted, but barns or animal shelters of any sort shall be kept neat and clean to prevent odor and an eye sore view.

If the Owners of any tract or lot covered by these restrictions, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in said tract or development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, and it is agreed that irreparable damage will be caused by any violation of these covenants or restrictions which cannot be compensated for by monetary recovery, and the measure of which cannot be ascertained so that, an injunction may be issued to prevent any violation or threatened violation, and in the event that any of these conditions and restrictions shall be, by the judgement of and Court, held invalid or unenforceable, such decision shall not in any way affect the validity and enforceability of any other restrictions or conditions not so adjudged by the Court as invalid or unenforceable,

but all others shall remain in full force and effect.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until December 1st, 1988, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then property owners in the said subdivision it is agreed upon to change said covenants/ restrictions in whole or in part.


  
RAY OWNBY

State of Tennessee

County of Sevier

BEFORE me, the undersigned authority, personally appeared the within named bargainer, RAY OWNBY, A single person, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said State and County, on this the 5<sup>th</sup> day of January, 1979.

  
NOTARY PUBLIC

My commission expires  
My commission expires Oct. 20, 1981

