

Prepared by Jon W. Woods
Dandridge Tn. 37725

DECLARATION OF RESTRICTIONS

BROOKSTONE

WHEREAS, MSGG LLC, is the developer of certain land situate in the First (1st) District of Jefferson County, Tennessee, of record in Warranty Deed Book _____, at page _____ in the Jefferson County Register of Deeds Office, and

WHEREAS, The developer now desires to restrict the uses and purposes of the occupancy of said property to be forthwith known as BROOKSTONE to the end of protecting the area in general, which said restrictions shall be construed as inducements to prospective owners to live in said area. Cabinet H Slide 115 Slide 116

NOW, THEREFORE, for and in consideration of the values to be derived by the making hereof, said developer does hereby declare and impose the following restrictions as to said property and do bind the uses and purposes thereof hereafter and until the date fixed herein:

1. No mobile homes, or modular homes, trailers, shacks or tents shall be used as either temporary or permanent residential or non-residential structures on any tract or parcel. Log homes structures are permitted.
2. All residential homes shall be constructed on a solid non-combustible foundation and the outside wall finish shall be wood siding, stucco, stone, brick or better. All outbuildings must be kept neat in appearance and be constructed of similar materials and complimentary to the residence. Tracts 6 and 7 may have "typical" farm barns as now exists.
3. All dwellings shall be a minimum of 1,800 square feet of heated living space and have a two car garage.
4. Tracts 1 through 5 may not be further subdivided; Tracts 6 and 7 may be further subdivided into two (2) tracts each.
5. All buildings must be at least 40 feet from all street lines.
6. Residences shall meet all the sanitary requirements of the local health department.
7. No tract shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No part of any lot shall be used as a junkyard or storage yard causing an eyesore or causing an offensive order or anything that would decrease the value of adjoining property owners.

State of Tennessee, County of JEFFERSON
Received for record the 07 day of
APRIL 1999 at 9:15 AM. REC'D 84177
Recorded in official records
Book 31 Pages 127-128
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 10.00, Total \$ 10.00,
Register of Deeds SARAH WEBB
Deputy Register KS

8. No illegal, noxious or offensive activity shall be permitted on any part of said land; nor shall a nuisance or a cause of embarrassment, discomfort or annoyance of any kind to the neighborhood. Tracts may be used for residential or agricultural use. Swine and fowl are prohibited; overgrazing of horses or cattle are prohibited; raising animals for commercial use is prohibited.
9. These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in the Jefferson County, Tennessee Registrar's Office, after which time these covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots or tracts located upon such property has been recorded in said Registrar's Office agreeing to change said covenants in whole or in part.
10. If the parties hereto 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 estate situated upon this property to prosecute at law or equity against the person or persons in violation or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, I have set my hand and seal the day and date first above written.

MSGG LLC, Developer

Glen Glafenhain
Glen Glafenhain, Chief Manager

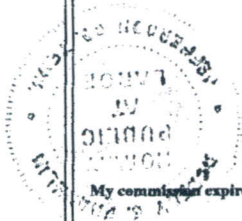
STATE OF TENNESSEE

COUNTY OF JEFFERSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared GLEN GLAFENHEIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be the Chief Manager of MSGG LLC, the with named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager.

WITNESS my hand and official seal, this 5th day of March, 1999.

Robert F. Franklin
Notary



**MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT
AS TO JOINT PERPETUAL EASEMENT AND BRIDGE
SERVING LOTS 6 AND 7, BROOKSTONE SUBDIVISION**

WHEREAS, MSGG, LLC, a Tennessee Limited Liability Company, was the developer of certain lands situate in the First Civil District of Jefferson County, Tennessee; known as Brookstone Subdivision; shown on plat of record in Plat Cabinet H, Slides 115 and 116, Register's Office, Jefferson County, Tennessee;

WHEREAS, by Certificate of Merger, dated December 23, 1999, and filed with the Tennessee Secretary of State on December 30, 1999, MSGG, LLC, a Tennessee Limited Liability Company, merged into MSGG, a Tennessee General Partnership, with MSGG, a Tennessee General Partnership, being the surviving entity.


WHEREAS, by survey dated January 25, 2000, of Al Crumley, TN RLS No. 1496, a Joint Perpetual Easement for ingress and egress to and from Carolina Drive to the revised Lots 6 and 7 of Brookstone Subdivision.

WHEREAS, by Warranty Deed dated January 28, 2000, of record in Inst. Book 70, Page 210, Register's Office, Jefferson County, Tennessee, Developer MSGG has conveyed portions of Lots 6 and 7, described pursuant to the above referenced survey, to Michael W. Dunn and made certain recitations therein as to the maintenance of the Joint Perpetual Easement.

NOW, THEREFORE, for and in consideration of the values to be derived by the making hereof, MSGG executes this Agreement to put future purchasers of the remaining portions of Lots 6 and 7 on notice as to the terms of maintenance and as to the restrictions recited in said deed to Michael W. Dunn dated January 28, 2000, described above, as to the Joint Perpetual Easement.

This the 28th day of January, 2000.

MSGG

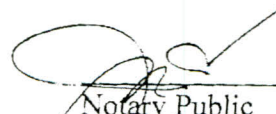
By 
GLEN GLAFENHEIN, PARTNER

STATE OF TENNESSEE
COUNTY OF JEFFERSON

Before me, a Notary Public in and for the State and County aforesaid, personally appeared GLEN GLAFENHEIN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon his oath acknowledged himself to be a PARTNER of MSGG, a Tennessee General Partnership, and that he, as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as Partner. Witness my hand and official seal at office, this the day of January, 2000.

My Commission Expires
7-3-2007

Prepared by:
Jefferson Title, Inc.


Notary Public
Affix Notary Seal

EK 70

PG 218