

# HARBOR TOWN NORTH - PROTECTIVE COVENANTS

## HARBOR TOWN NORTH PROTECTIVE COVENANTS

Conditions, covenants, restrictions, and easements affective property of the Harbor Town North.

This Declaration, made this 7 day of February, 1983, by Larry Mattingly and wife, Carol Mattingly, hereinafter called the "Declarants."

### W I T N E S S E T H

WHEREAS, Declarants are the owners of the real property described in Clause I of this Declaration, and are desirous of subjecting the real property described in said Clause I to the restrictions, covenants, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof:

NOW, THEREFORE, we LARRY MATTINGLY and wife, CAROL MATTINGLY, hereby declare that the real property described in and referred to in Clause I hereof, is, and shall be, held, transferred, sold and conveyed subject to the conditions, reservations, restrictions, covenants and easements hereinafter set forth:

### DEFINITION OF TERMS

LOT: A piece, parcel or plot of land in one ownership, which may include one or more lots of record occupied or to be occupied by one principal building and its accessory buildings and including the open space required in these Covenants.

CLAUSE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements, with respect to the various portions thereof set forth in the various clauses and subdivision of this Declaration is located in the new Twelfth, old Eight, Civil District of Benton County, Tennessee, and is identified as Harbor Town North as recorded in Plat Book 1, at page 187, in the Register's office of Benton County, Tennessee.

No property other than that described above shall be deemed subject to this Declaration, unless and until specifically made subject thereto.

CLAUSE II

GENERAL PURPOSES OF CONDITIONS

The real property described in Clause I hereof is subject to the covenants, restrictions, conditions, reservations and easements hereby declared to insure the best use and most appropriate developments and improvements of each lot thereof: to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to insure the highest and best development of said property; to secure and maintain proper utility lines and roads, and adequate free spaces between structures as a general to provide adequate for a high type and quality improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein.

SEWERAGE REGULATION

All sewer disposal systems from now on the premises must meet all requirements of the sanitary laws of the County of Benton and State of Tennessee. There shall be no out-door toilets permitted on these premises. Each property owner shall be responsible for his individual sewerage system. Harbor Town North shall be serviced by a central sewerage system as approved by the state. Each property owner in Harbor Town North will be required to tap on to said system at a cost not to exceed \$500.00 provided said tap is made prior to Jan. 1, 1986. Water and sewage rates are regulated by the Public Service Commission. Presently the rate for water and sewage is \$11.50 per month based on 2,000 gallons of consumption.

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the above mentioned recorded plat and to be shown on all future plats.

ANIMALS

No animals may be kept on the premises referred to in this Declaration except household pets. No dog may be kept on the premises which molests the persons or property of adjacent landowners, or habitually makes night-time disturbances.

NUISANCE

No nuisance of any kind shall be maintained or allowed on the premises, nor any use thereof made or permitted which shall be obnoxious or dangerous to health.

DWELLINGS

Mobile homes are allowed, but must be tied down according to State of Tennessee regulations, must be on permanent masonry foundation covered with masonry veneer, tung must be removed, must be no older than Three (3) years when installed and have at least seven hundred (700) square feet of living area with a permanently attached front porch of not less than six (6') feet by six (6') feet.

All structures shall be a minimum of 35 feet from the front lot line and ten (10) feet from any side lot line. East lot must have minimum of forty-five (45) feet of rear lot line to nearest structure.

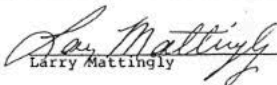
Newly constructed single family dwellings of at least seven hundred (700) square feet will be allowed.


These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant in whole or in part, either to restrain violation or to recover damages.

Invalidation of any one or more of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 7 day of February, 1983.

  
Larry Mattingly

  
Carol Mattingly