

This instrument was prepared by Jack Franklin, Attorney at Law,
10 East Bockman Way, Sparta, Tennessee 38583

**DECLARATION OF RESTRICTIVE COVENANTS
OF PARADISE ESTATES**

THIS DECLARATION OF RESTRICTIVE COVENANTS is hereby made,
published and declared this ___ day of July, 2001, by Earl M. Huddleston and
Michael C. Torrence, hereinafter referred to as Owners or Developers.

WITNESSETH:

WHEREAS, the owners own certain real property located in White
County, Tennessee, said real property being more particularly described on a
platted survey of record in Plat Book No. 1, page 340, Slide 170, in the
Register's Office for White County, Tennessee.

WHEREAS, the owners intend to convey a portion of said real property at
a date subsequent to the execution hereof; and

WHEREAS, any use of the singular form of expression herein shall be
construed as the plural form, and any use of the neutral form of gender shall be
construed as the masculine or feminine form where appropriate to clarify the
meaning and intent of the provisions hereof; and

WHEREAS, this conveyance is expressly subject to the following
agreements, covenants, and restrictions, which agreements, covenants and
restrictions shall run with the land and relate to the entire real property described
hereinabove, and provide a uniform plan for the improvement of the entire tract;
and

WHEREAS, in pursuance of a general plan for the protection and benefit
of all the property in the tract and all persons who may now or later become
owners of any portion of the tract and as a part of the consideration of this
conveyance, Owners, for themselves and their successors and assigns,
covenants to hold the real estate and each tract upon the following terms and
subject to the following conditions, restrictions, agreements, covenants,
obligations and charges and fully and punctually to observe, comply with,
perform and carry them out; and

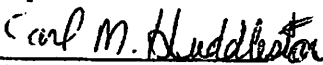
WHEREAS, these restrictions and covenants shall remain in force and
effect for a period of TWENTY FIVE (25) years from the date these restrictions
and covenants are publicly lodged of record, unless and until an instrument
executed by a majority of the owners of the original parent tract and tracts herein
described has been publicly lodged of record agreeing to modify said restrictions
and covenants in whole or in part. After elapse of the initial TWENTY FIVE (25)
year term, these restrictions and covenants shall automatically be renewed and
extended for consecutive and successive TEN (10) year terms thereafter, unless
and until an instrument executed by a majority of the owners of the tract and
tracts has been publicly lodged of record agreeing to modify said covenants in
whole or in part.

NOW, THEREFORE, for and in consideration of the premises and of the
benefits to be derived by the Owners, and each and every subsequent Owner of
any of the land or portion of the land described herein above, the Owners do
hereby set up, establish, promulgate and declare the following protective

covenants to apply to the property herein described and to all portions thereof, and to all persons owning any of said property or portions thereof, hereafter.

1. No commercial or business use shall be permitted. The real property shall be used for residential purposes only.
2. Trailers, mobile homes, modular housing of a temporary character, any home titled by the State of Tennessee, or any structure of a temporary nature shall not be permitted. Also, recreational vehicles shall be permitted.
3. No swine, poultry, cattle, goats or horses shall be permitted on the property. Property owners may have pets, such as dogs or cats, but in no event shall commercial boarding or breeding of animals be permitted. Cat or dog kennels constituting more than three (3) total pets shall not be permitted.
4. No residence shall be erected on the real property, which does not have at least 1,400 square feet of floor space devoted to the living area. All porches, stoops, breezeways, garages and similar structures shall be constructed in addition to the said minimum living area, and shall not be considered in calculating the said minimum living area.
5. Modifications or amendments to the herein set forth restrictions shall become effective only upon an affirmative vote by the majority of property owners and shall be lodged of public record in the Office of the Register of Deeds for White County, Tennessee. These restrictions shall be effective for a period of TWENTY FIVE (25) years, and, unless modified pursuant to the provisions herein, shall automatically renew for consecutive and successive TEN (10) year terms thereafter.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by hereunto affixing their signatures on the day indicated in the respective acknowledgment herein below, to make this conveyance effective on the 5th day of July, 2001.


EARL M. HUDDLESTON
Owner/Developer


MICHAEL C. TORRENCE
Owner/Developer

STATE OF TENNESSEE
COUNTY OF WHITE

Personally appeared before me the undersigned authority, a Notary Public, in and for said State and County, the within named EARL M. HUDDLESTON and MICHAEL C. TORRENCE, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal of office in Sparta, Tennessee, on this the 5 day of July, 2001.

Christina K. Burdette
Notary Public

My Commission Expires: 2-19-2002

State of Tennessee, County of WHITE
Received for record the 05 day of
JULY 2001 at 3:11 PM. (RECH 16947)
Recorded in Book RB95 pages 669- 671
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 17.00, Total \$ 17.00,
Register of Deeds GARY BROSDEN
Deputy Register