

Prepared by Bob Scarbrough
7203 Kanapolis Drive, Crossville, TN 38555

DECLARATION OF RESTRICTIONS

BRECKENRIDGE ESTATES SUBDIVISION

Whereas, R.G. Scarbrough and Robert Scarbrough III, are the owners and developers of Breckenridge Estates Subdivision Lots 1 through 5 and,

Whereas, for the benefit and protection of the future and present owners of lots in said subdivision, it is desired that certain restrictions and reservations be imposed on the lots in the subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations.

- (1) Each lot shall be used for residential and domestic agricultural purposes only, and no commercial activity shall be permitted on said property.
- (2) No alcoholic beverages to be sold on property.
- (3) No dwelling shall be constructed or erected on said lots containing less than 1,000 square feet of living space.
- (4) All dwellings shall be maintained so as not to become unsightly or tend to offend the normal sensibilities of other residents or owners surrounding the property.
- (5) All conventionally constructed dwellings must have minimum 4&12 roof pitch with shingle or rigid metal roofs. No rolled metal or other type of rolled roofing is permitted.
- (6) Singlewide pre-manufactured homes are **not** allowed on these lots. Doublewide units are allowed.
- (7) All pre-manufactured dwellings must have minimum 4&12 roof pitch with shingle or rigid metal roofs. No rolled metal or ~~other~~ type of rolled roofing is permitted. All dwellings must be underpinned with masonry, vinyl, aluminum, painted metal or similar material and shall be completed in a good and workmanlike manner. No pre-manufactured units over two (2) years old may be placed on these lots. P.u.
Bob Scarbrough
- (8) All dwellings shall be completed, including roof, siding, underpinning, windows, etc., within 12 months of commencing construction.
- (9) Any dwelling or other outbuilding which may be constructed or erected on said lots shall be located at least forty (40) feet from any road and at least ten (10) feet from all other property lines.
- (10) No noxious or offensive trade or activity shall be carried on upon said lots nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (11) The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including, but not limited to, junked automobiles or junked farm machinery of any sort, and household waste shall be kept in sanitary containers.
- (12) These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt to violate the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcels of land in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or

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construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceedings.

- (13) The foregoing restrictive covenants shall be deemed to be covenants running with the land and shall be effective for a period of twenty-five (25) years from the date of the execution hereof, at which time said covenants shall be automatically extended for ten (10) years, unless changed, modified, or eliminated by and instrument in writing signed by all persons owning property within Breckenridge Estates Subdivision, Lots 1,2,3,4, & 5. 3rd Civil District

IN WITNESS WHEREOF, this declaration has been duly signed by the owners of Breckenridge Estates Subdivision this the 24th day of May, 2000.

R. G. Scarbrough
R. G. Scarbrough

Robert Scarbrough III
Robert Scarbrough III

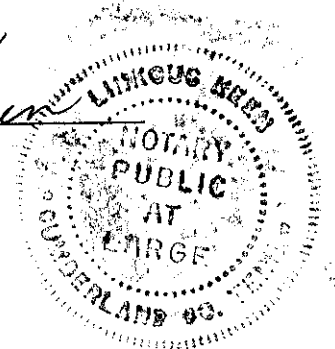
STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared R. G. Scarbrough and Robert Scarbrough III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged the execution the foregoing instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the 24th day of May, 2000.

Linkeus K. ...
Notary Public

My commission expires: 5/2/04.



State of Tennessee, County of CUMBERLAND
Received for record the 24 day of
MAY 2000 at 11:57 AM. (RECN 234694)
Recorded in official records GENERAL IN
Book 1054 pages 1651-1652
Notebook 12 Page 211
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 10.00, Total \$ 10.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register MONICA GRAHAM