

Prepared by R. Jack Atkins, Attorney at Law, Crossville,  
Tennessee 38555

DECLARATION OF RESTRICTIONS  
COLONIAL ESTATES SUBDIVISION  
PHASE II

WHEREAS, R. JACK ATKINS and wife FRANCES M. ATKINS are owners and developers of COLONIAL ESTATES SUBDIVISION, PHASE II, being described as lots one through fifty (1-50) by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10 page 28, Slide —; (hereafter reference to the entire subdivision or a part or parts thereof shall be as the "Property") and,

WHEREAS, for the benefit and protection of the owners, present and future, of the Property and for the establishment and maintenance of sound values for the Property, it is desired that certain restrictions and reservations be imposed on the Property and be made a matter of public record, and property conveyed be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, R. JACK ATKINS and wife FRANCES M. ATKINS impose upon the COLONIAL ESTATES SUBDIVISION, PHASE II, lots one through fifty (1-50), the following restrictions, reservations, and conditions (hereafter collectively referred to as "restrictions"), all of which shall be deemed covenants running with the Property:

1. The Property shall be used for single family residential purposes only. Commercial activity, such as home offices and home businesses, not specifically prohibited herein, shall be conducted in a manner that is inoffensive and does not disturb the residential nature, setting and enjoyment of the Property and it's residents. Owners of the Property shall observe building set back lines of thirty (30) feet along streets and ten (10) feet on other side and rear lot lines. Easements and other information found on the recorded plat of the Property shall be observed by owners, also.

2. No lot shall be re-subdivided to form a smaller lot, however, this shall not be construed to prevent the re-subdividing of lots to establish a larger lot. The developers make no representations, and permit no others to represent for them, as to what, if any, or what nature, of future development that may take place near or adjacent to the Property.

3. The establishment, maintenance and use of the Property with regard to the disposal of sewage and effluent shall be done in strict compliance with the currently existing State Health Regulations. In particular, no outside toilets shall be allowed on the Property and furthermore, all sanitary arrangements must

*Mail*  
*R. Jack Atkins*  
*Rt. 8 Box 290*  
*Crossville TN*  
*38555*

be inspected and approved by local and/or State Health officers. However, this is not to prohibit builders and or developers from providing employees and sub-contractors portable toilet facilities during construction.

4. No animals or poultry, except dogs, cats and other domesticated household pets may be kept on the Property and no such household pet shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the Property or surrounding neighborhood.

5. No noxious or offensive activity shall be carried on the Property, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the Property or the surrounding neighborhood.

6. The Property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All containers or other such similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition. This is not to prohibit the developers and or builders from temporarily accumulating building material waste during construction. At their option, the developers and or builders may locate a dumpster on the Property to collect such waste.

7. No motor vehicle may be parked other than on a hard surface or gravel parking area. This is not to prohibit the builders and or developers from temporarily parking construction equipment and or vehicles on the Property during construction.

8. All residences erected on the Property shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. No modular or mobile homes shall be allowed. All buildings will be constructed of new materials and no exterior will be finished with asbestos shingles, tar paper, or like material; however, vinyl products may be used in exterior finishing. No residence shall be occupied until construction is complete; however, occupation may be allowed if only exterior landscaping, seeding and or strawing is unfinished. In such cases, exterior landscaping, seeding and or strawing shall be completed within thirty (30) days, weather permitting, of occupation. Any exposed block foundations shall be faced with brick, stone or stucco. Any building erected shall have a solid foundation and no imitation siding shall be used thereon. No structure shall be erected, altered, placed or permitted to remain on any of said lots in the subdivision other than one single family dwelling; however, this shall not prohibit the construction of one residence on a portion of two or more lots as shown on the plat of COLONIAL ESTATES SUBDIVISION, PHASE II, constituting a single homesite. No homes shall be moved onto

the Property.

9. There is hereby reserved a utility easement in favor of the City of Crossville, from each dwelling to the street, five (5) feet on either side of the sewer line and pump, to be installed as each dwelling is built.

10. No residence shall be built in COLONIAL ESTATES PHASE II having less than 900 square feet of heated floor space, exclusive of porches, breezeways, carports and garages. The driveways to such residences shall be paved with a bituminous coal product, concrete or brick. However, a space no larger than twelve (12) feet by twenty five (25) feet, and not a part of the driveway, may be prepared with a gravel surface to be used as an extra parking space. The construction of any dwelling within COLONIAL ESTATES PHASE II shall be completed within nine (9) months of start.

11. No temporary building of any type or nature shall be maintained on the Property; no trailer, mobile home, or any other type of movable home, basement tent or garage shall be at any time used as a residence on the Property. However, this is not to prohibit the parking of recreational vehicles on the property on a hard or gravel surface. One storage building is permitted as long as it is of like material and color of the residence and the storage building does not exceed 200 square feet in area and is situated behind the residence. Storage buildings on corner lots shall be situated to the rear of the residence and on the side away from the street. Building set back lines and easements will be respected when placing storage buildings.

12. No signs advertising or locating a profession, business or other commercial establishment may be erected on a lot, residence, mail box, tree, fence or other appurtenance. However, this is not to prohibit erection of "For Sale" signs of the type and size normally used by area real estate agencies, nor the erection of signs indicating name and or street address, which signs are to be of reasonable and inoffensive size and design. Further, builders and or developers may erect signs advertising lots and or homes for sale. Developers may erect a permanent subdivision sign and or other landscaping within the subdivision.

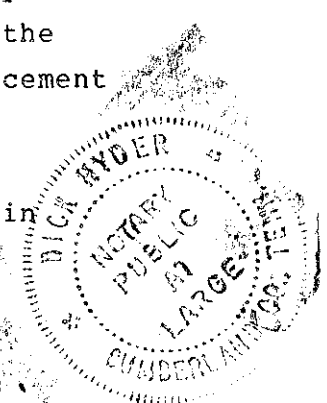
13. All plans for any dwelling to be built on the Property, along with the exterior materials and colors of the home, must first be reviewed and approved by the developers, R. Jack Atkins and wife Frances M. Atkins. Developers reserve the right to reject any such plans, materials or colors solely in their discretion, and without liability to any party. The provision of this paragraph 13 shall become null and void on its own accord on January 1, 2002. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

14. Any invalidation of any of these covenants or

restrictions shall in no way affect any other of the provisions herein and those not invalidated shall thereafter remain in full force and effect.

15. These restrictions shall be considered as covenants running with the Property and shall bind the purchaser of the Property, their heirs, assigns and successors, and if said owners, 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 proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent such person or persons from committing any act of violation or to recover damages for such violation. The developers and or builders are not liable to any third party for failure to enforce these restrictions. Failure to enforce the restrictions for violations of same shall not prevent enforcement for future violations.

IN WITNESS WHEREOF, R. JACK ATKINS AND WIFE FRANCES M. ATKINS, have executed this instrument for the purposes herein contained, this 20 day of June, 1995.



State of Tennessee, County of CUMBERLAND  
Received for record the 21 day of  
JUNE 1995 at 9:11 AM. (RECH 139411)  
Recorded in official records DEED  
Book D488 Page 757-760  
Notebook 9 Page 209  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 16.00, Total \$ 16.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register MISTY H. GRAHAM

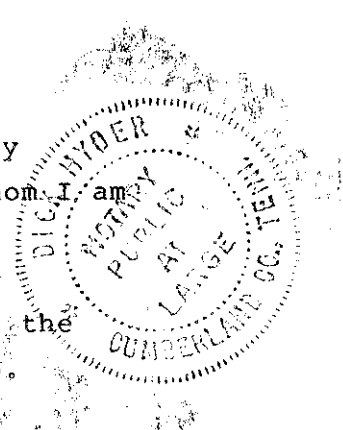
R. Jack Atkins  
R. JACK ATKINS

Frances M. Atkins  
FRANCES M. ATKINS

ACKNOWLEDGMENT

State of Tennessee  
County of Cumberland

Personally appeared before me, the below signed Notary Public, R. Jack Atkins and wife Frances M. Atkins, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, swore that they executed the with document of their own free will, and for the purposes therein contained, this 20 day of June, 1995.



Dick Hyder  
NOTARY PUBLIC

My Commission Expires: 4-28-98

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