

Prepared by Mayland Properties L.L.C.  
P. O. Box 1109, Crossville, TN 38557

DECLARATION OF RESTRICTIONS  
FAIRWAY CHASE, SECTION 1 & 2

WHEREAS, Mayland Properties L.L.C., a Tennessee Limited Liability Company, is the owner and developer of Fairway Chase, Section 1, being described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 by plat of record in the Register's Office, Cumberland County, Tennessee, in Plat Book 10, Page 149, and Fairway Chase, Section 2, being described as Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23 by plat of record in the Register's Office, Cumberland County, Tennessee, in Plat Book 10, Page 146, and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the 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.

NOW, THEREFORE, for and in consideration of the above premises, Mayland Properties L.L.C., a Tennessee Limited Liability Company, impose upon the Fairway Chase, Section 1 & 2, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. All residences shall have a minimum of 1,200 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. Manufactured homes are also permitted, but must have a minimum width of 24' and a minimum of 1,200 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. Manufactured homes must have a manufactured shingle roof and be placed on a contiguous block foundation. Pioneer

2. Multi-family residential units (i.e. condo units, apartment units, cluster housing, etc.) shall have a minimum of 800 square feet of heated living space per each individual family dwelling unit. Such units shall comply with all other terms of this document.

3. All commercial facilities shall have a minimum of 1,200 square feet of heated space. Additionally, any facility selling beer and alcoholic beverages shall also carry a line of other retail merchandise equal to four times the value of beer and alcoholic beverages in inventory. No alcoholic beverages to be consumed in any commercial facility unless served with a full course meal.

4. All buildings erected on lots or parcels of land herein shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. All buildings must be attractive and neat in appearance and nicely painted and maintained on the exterior. No exterior will be finished with asbestos shingles, tar paper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete.

5. The establishment, maintenance and use of all lots or parcels of land within the subdivision 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 any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.

6. No hogs or poultry to be kept on the property.

7. No lot or parcel of land shall 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 such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition.

8. No noxious or offensive activity shall be carried on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

9. Any lot or group of lots may be re-subdivided subject to the approval of the applicable Planning Commission.

10. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

11. 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 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.

12. These covenants and restrictions herein set out shall only apply to the lots included in the plat of Fairway Chase, Section 1 & 2, said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page <sup>146\*</sup>/<sub>149</sub>. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to Fairway Chase, Section 1 & 2, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No

negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may own within the vicinity of Fairway Chase, Section 1 & 2 by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly signed by the owner of Fairway Chase, Section 1 & 2, this the 3<sup>rd</sup> day of February, 1997.

Mayland Properties L.L.C.,  
A Tennessee Limited Liability Company

By: Johnnie L. Reeves  
Johnnie L. Reeves, Manager

By: Grady E. Taylor  
Grady E. Taylor, Manager

State of Tennessee, County of CUMBERLAND  
Received for record the 10 day of  
MARCH 1997 at 4:06 PM. (RECH 172184)  
Recorded in official records DEED  
Book D527 Page 345-348  
Notebook 10 Page 73  
State Tax \$ .00 Clerks Fee \$ .00,  
Recordings \$ 16.00, Total \$ 16.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register PHYLLIS K. HALE

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Johnnie L. Reeves and Grady E. Taylor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be partners of Mayland Properties L.L.C., A Tennessee Limited Liability Company, the within named bargainor, and that they as such executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the Limited Liability Company by them as Managers.

Witness my hand and official seal of office on this the 3<sup>rd</sup> day of February, 1997.

Barbara Kerley  
Notary Public

My commission expires:

1-18-2000

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