

Prepared by JAMES E. THOMPSON, Attorney at Law
P.O. Box 765, Crossville, Tennessee 38557

DECLARATION OF RESTRICTIVE COVENANTS OF
HIGH ROCK ESTATES

m 46 P. 51.01
DB 517 p. 24

WHEREAS, MARVIN SEAGRAVES is the owner and developer of "HIGH ROCK ESTATES", being described as Lots 1 thru 29, by plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, page 251, and,

WHEREAS, MARVIN SEAGRAVES, hereby restricts the land as follows, and, has not sold any of the lots and,

WHEREAS, for the benefit and protection of the future 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 said covenants, conditions, restrictions and reservations be imposed on the property conveyed in same subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such covenants, conditions, and restrictions, and,

NOW, THEREFORE, for and in consideration of the above premises, MARVIN SEAGRAVES impose upon HIGH ROCK ESTATES the following covenants, conditions, restrictions, and reservations, all of which shall be deemed covenants running with the land:

1. The property shall be used solely and only for single family residential purposes.

2. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height with or without a basement and other than two additional buildings including a detached garage for the owner's vehicles. No barns are permitted.

3. The dwelling structure shall contain a minimum of 1400 square feet of heated floor space, exclusive of porches, basements, breezeways, and attached garages.

4. The driveway to each residential dwelling shall be concrete, asphalt surface material, or any other type of hardtop surface. The garage or carport entrance shall be to the side or rear of the dwelling structure as same relates to the road on which the dwelling structure faces. Carports must be closed in on the side toward the road.

5. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. All homes must be constructed of new material and be of quality workmanship. No concrete blocks are to be exposed to view. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs shall have at least form planes.

6. Following the commencement of construction of the dwelling structures on the lot, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction. The exterior of the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

*Marvin Seagraves
14090 Hwy 70N
Monterey, TN
38574*

7. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department.

8. No animals shall be permitted on the premises, with the exception of the normal household pets.

9. No noxious or offensive activity shall be carried on, on any lot or lots, nor shall anything be done thereon which shall be or become an annoyance or a nuisance to the neighborhood.

10. No lot shall be subdivided to form a smaller lot; however, this shall not be so as to prevent resubdividing of lots to establish a larger lot.

11. No tractors, trailers, tractor-trailer trucks, boats, motor homes, and other like powered vehicles shall be parked on side of street. Parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis. Extended parking of any such vehicle in the driveway, however, shall not be permitted longer than seven (7) consecutive days.

12. No mobile homes, modular homes, trailers, or temporary structures of any kind shall be placed on said lots.

13. After the expiration of three (3) years from the date of execution of this Agreement the maintenance and upkeep of the entrance sign shall be the sole responsibility of all the lot owners in this subdivision.


14. These covenants, conditions, and restrictions shall extend for a period of twenty (20) years from the date of execution of this Agreement. A majority of the then land owners in said subdivision after the execution of the covenants may extend them for a like period of twenty (20) years.

15. Any lot owner may bring an action in law or equity to enforce these covenants, conditions, and restrictions. Should said landowner be successful in enforcing these covenants, conditions, and restrictions, the party alleged to breach said covenants, conditions, and restrictions shall be responsible for all fees and costs, including damages, court costs, and legal fees.

16. Any invalidation of one of these covenants, conditions, and restrictions shall not operate to invalidate the remaining covenants, conditions, and restrictions.

Executed this 28th day of October, 1998.

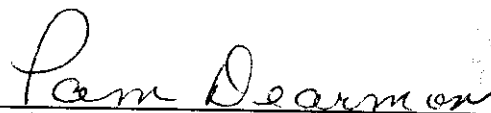
Notebook 11 Page 134
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 10.00, Total \$ 10.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. GOSS


MARVIN SEAGRAVES

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and for said State and County personally appeared MARVIN SEAGRAVES, 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 and expressed.

28th Witness my hand and official seal of office on this the day of October, 1998.


Notary Public

My commission expires: 6/8/2002.