

Prepared by Morris Eugene Turner, TBT ENTERPRISES, INC.,
219 Lantana Road, Crossville, Tennessee 38555

DECLARATION OF RESTRICTIONS

SOUTHGATE SUBDIVISION

PHASE II

WHEREAS, TBT ENTERPRISES, INC. is the owner and developer of Southgate Subdivision, Phase II, being described as Lots 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 9, page 319, slide 139-A; 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, TBT Enterprises, Inc. imposes upon the Southgate Subdivision, Phase II, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

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

2. No lot shall be re-subdivided to form a smaller lot; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.

3. 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.

*Plat in
Real
Estate*

STATE OF TENNESSEE, CUMBERLAND COUNTY
The foregoing instrument & certificate were noted in Note Book 6, Page 376 At 3:05 O'clock P.M. Sept. 23, 1991
and recorded in Deed Book 421 Page 458 State Tax Paid \$ — Fee — Recording Fee 16.00 Total \$ 16.00
Witness My Hand 79816
Receipt No. 79816
Judy Graham Swallows, Register

Cont. 3 pages

*458 By: Margaret Madewell
S.R.*

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

5. No noxious or offensive activity shall be carried on 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.

6. 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.

7. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repairs. No modular or mobile homes shall be allowed. All buildings will be constructed of new material and 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. 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 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 said subdivision, constituting a single homesite. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots.

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

9. No residence shall be constructed thereon having less than 1,100 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. The driveways to such residences shall be paved with a bituminous coal product or concrete. The construction of any home or other permanent structure shall be finished within six months from the date of beginning.

10. No temporary building of any type or nature shall be maintained on said lot; no trailer, mobile home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence of said land.

11. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

12. All plans for any dwellings to be built in this subdivision shall be reviewed by the officers of the developer, TBT Enterprises, Inc., for the sole purpose of reviewing the aesthetics of the exteriors. Said developer reserves the right to reject any and all plans presented to them if, in their sole opinion, same do not add to the total aesthetic value of the subdivision.

13. 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.

14. Covenant Number 12 shall expire by its own terms January 1, 1999. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

15. 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.

IN WITNESS WHEREOF, TBT Enterprises, Inc. has executed this instrument for the above purposes on this 23rd day of September, 1991.

TBT ENTERPRISES, INC.

BY: Morris Eugene Turner President
Morris Eugene Turner
President

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, MORRIS EUGENE TURNER, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President of TBT ENTERPRISES, INC., a Tennessee corporation, the within named bargainer, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as President thereof.

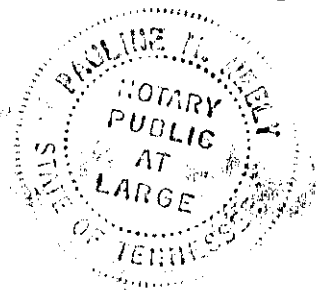
WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE at Crossville, County of Cumberland, Tennessee, the 23rd day of September, 1991.

My commission expires:

October 1, 1991

Pauline M. Neely
Notary Public

(SEAL)



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