

James W. and Sharon S. Workman  
141 Franklin St.  
Crossville, TN 38572; and

Owners: Parcel 10

James Patrick Stone  
451 Hatler Rd.  
Crossville, TN 38555

Please indicate your preference as to the implementation of the proposed Declaration of Restrictions for Taylors Chapel Acres.

### TAYLORS CHAPEL ACRES DECLARATION OF RESTRICTIONS

WHEREAS, TAYLORS CHAPEL ACRES, plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 470, 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, the lot owners and developers of TAYLORS CHAPEL ACRES impose 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. The establishment, maintenance and use of all lots on 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.
3. No animals or poultry, except dogs, cats, or other household pets, may be kept on any 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.
4. 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.
5. 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.
6. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No modular or mobile homes shall be allowed. 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. All buildings will be constructed of new material and no exterior will be finished with asbestos shingles, tarpaper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete.
7. 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.

*James Workman*  
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8. No residence shall be constructed thereon having less than 1320 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. The construction of any home or other permanent structure shall be finished within six months from the date of beginning.

9. 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.

10. 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.

11. 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.

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.

(Please initial to indicate voting preference)

IN FAVOR OF JW

OPPOSED TO \_\_\_\_\_

WITNESS our hands and signatures on this 30 day of October, 2001.

J. Workman  
JAMES W. WORKMAN

Sharon S. Workman  
SHARON S. WORKMAN

State of Tennessee

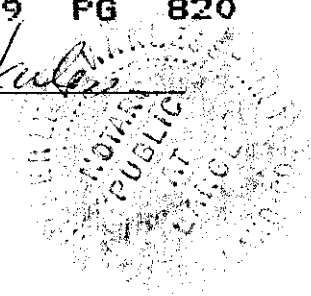
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **James W. Workman and Sharon S. Workman**, the within named bargainers with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and seal on this 30 day of October, 2001.

BK 1089 FG 820  
Kimberly A. Hudson  
NOTARY PUBLIC

My commission expires: May 7, 2002



(Please initial to indicate voting preference)

IN FAVOR OF *JS*

OPPOSED TO \_\_\_\_\_

WITNESS our hands and signatures on this 30 day of October, 2001.

*James Patrick Stone*  
JAMES PATRICK STONE

State of Tennessee )

County of Cumberland )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **James Patrick Stone**, the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and seal on this 30 day of October, 2001.

*Kerby D. Wilson*  
NOTARY PUBLIC



My commission expires: May 7, 2002

THIS INSTRUMENT PREPARED  
BY *James Workman*  
ADDRESS *141 Franklin St*  
*Crossville TN*

State of Tennessee, County of CUMBERLAND  
Received for record the 31 day of  
OCTOBER 2001 at 2:46 PM. (REC# 262206)  
Recorded in official records GENERAL IN  
Book 1089 Pages 819- 821  
Notebook 13 Page 300  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 17.00, Total \$ 17.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register REGINA HODGE

BK 1089 PG 821