

THIS INSTRUMENT PREPARED

BY James E. Thompson

ADDRESS P.O. Box 765, Crossville, TN  
38117

RESTRICTIVE COVENANTS TO RUN WITH  
THE FOLLOWING DESCRIBED REALTY

I. PREMISES

GARY EMERY, hereinafter referred to as ("Emery") presently owns Eight Hundred Seventy-one and 99/100 acres more or less (871.99+) located in Cumberland County, Tennessee and known as "The Potato Farm." Emery plans to divide said realty into smaller tracts and sell them.

Toward this end, Emery has caused a survey of said realty to be done. A true and correct plat of said realty is recorded in Plat Book 10, page 177, Register's Office, Cumberland County, Tennessee.

Emery, by this document, wishes to impose Restrictive Covenants that will inure to the benefit of all owners of realty on said plat.

Now therefore, in consideration of the premises, and in further consideration of the orderly development and land usage of said realty, Emery hereby imposes the following Restrictive Covenants upon the following described realty.

II. REALTY:

The restrictive covenants shall be placed upon the realty known as "The Potato Farm" and described in Deed Book 511, page 605, Register's Office, Cumberland County, Tennessee. The legal description contained in said deed is incorporated herein by reference as though set out specifically.

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III. DWELLINGS; TYPE

Any dwelling built on said realty shall consist of at least 1200 square feet of heated space, exclusive of garages and outbuildings.

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No trailers, modular homes, or manufactured housing shall be allowed upon said realty.

IV. CONSTRUCTION OF DWELLINGS; COMPLETION REQUESTS

All dwellings constructed upon said realty must be fully completed no later than Twelve (12) months from ground breaking.

All materials used to construct dwellings must be of masonry, siding, brick, or like construction.

V. ABANDONED VEHICLES; JUNK YARDS

It shall be a violation of these restrictions to allow abandoned vehicles or unsightly used materials of any kind to remain on said realty after notice by any interested land owner.

There shall be no junk yards allowed upon said realty.

VI. LAKE USAGE

Any landowner that owns a portion of the land underlying said lake shall have the right to use the entire lake for boating, fishing, swimming and all other proper uses. Each landowner shall access said lake only through their own realty.

VII. LIVESTOCK

No owners of any realty shall allow more than five (5) head of livestock per acre owned on said realty. Livestock shall include but not be limited to all animals and birds of any kind.

VIII. SEVERABILITY

If a court of competent jurisdiction deems that one or more covenants are invalid the remaining covenants shall be severed and shall remain in full force and effect.

IX. ENFORCEMENT; COSTS

These covenants shall inure to the benefit of all land owners within said plat.

Any prevailing party in any litigation to enforce these covenants shall be entitled to be re-imbursed all their expenses of any kind, including but not limited to all costs, fees, legal fees, and court costs incurred.

X. DURATION

These covenants shall run with the land and be binding on all owners of realty in said plat. These covenants shall expire on January 1, 2027.

Executed this 10<sup>th</sup> day of ~~June~~ <sup>July</sup>, 1997.

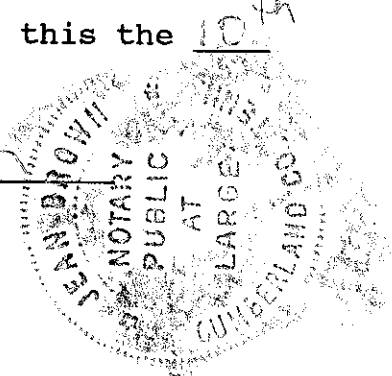
Gary Emery  
GARY EMERY, Owner

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and for said State and County personally appeared GARY EMERY, 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.

Witness my hand and official seal of office on this the 10<sup>th</sup> day of ~~June~~ <sup>July</sup>, 1997.

Jean Brown  
Notary Public



My commission expires: 5-24-99.

State of Tennessee, County of CUMBERLAND  
Received for record the 19 day of  
AUGUST 1997 at 8:25 AM. (REC# 181082)  
Recorded in official records GENERAL IN  
Book 1002 Page 2035-2037  
Notebook 10 Page 267  
State Tax \$ .00 Clerks Fee \$ .00.  
Recording \$ 12.00. Total \$ 12.00.  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register PHILLIS K. HALE

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