

Prepared by Kathy Burgess, Crossville, TN 38555

DECLARATION OF RESTRICTIONS

VANDEVER PLACE

WHEREAS, ELDON C. BURGESS and wife KATHY H. BURGESS are owners and developers of VANDEVER PLACE, being described as lots one through eight (1-8) by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10 page 166, Slide \_\_\_\_\_; (hereafter reference to the entire subdivision or a part of parts thereof shall be as the "Property") and,

WHEREAS, for the benefit and protection of the owners, present and future, of the Property and for the establishment and maintenance of sound values for the Property, it is desired that certain restrictions and reservations be imposed on the Property and be made a matter of public record, and property conveyed be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, ELDON C. BURGESS and KATHY H. BURGESS impose upon the VANDEVER PLACE, lots one through eight (1-8), the following restrictions, reservations, and conditions (hereafter collectively referred to as "restrictions"), all of which shall be deemed covenants running with the Property:

1. The Property shall be used for single family residential purposes only. Commercial activity, such as home offices and home business, not specifically prohibited herein, shall be conducted in a manner that is inoffensive and does not disturb the residential nature, setting and enjoyment of the Property and its residents. Owners of the Property shall observe building set back lines of thirty (30) feet along streets and ten (10) feet on other side and rear lot lines. Easements and other information found on the recorded plat of the Property shall be observed by owners, also.

2. No lot shall be re-subdivided to form a smaller lot, however, this shall not be construed to prevent the resubdividing of lots to establish a larger lot. The developers make no representations, and permit no others to represent for them, as to what, if any, or what nature, of future development that may take place near or adjacent to the Property.

3. The establishment, maintenance and use of the Property with regard to 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 the Property and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers. However, this is not to prohibit builders and or developers from providing employees and sub-contractors portable toilet facilities during construction.

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

5. No noxious or offensive activity shall be carried on the Property, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the Property or the surrounding neighborhood.

6. The Property shall not 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 containers or other such similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition. This is not to prohibit the developers and or builders from temporarily accumulating building material waste during construction.

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Eldon Burgess  
6910 Hwy 127 S.  
Cov., Tenn. 38555

7. All residences erected on the Property shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. No modular or mobile homes shall be allowed. All buildings will be constructed of new materials and exterior will be finished with asbestos shingles, tar paper, or like material; however, vinyl products may be used in exterior finishing. No residence shall be occupied until construction is complete; however, occupation may be allowed if only exterior landscaping, seeding and or strawing is unfinished. 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 in the subdivision 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 VANDEVER PLACE, constituting a single homesite. No homes shall be moved onto the Property.

8. No residence shall be built in VANDEVER PLACE having less than 1200 square feet of heated floor space, exclusive of porches, breezeways, carports and garages. The construction of any dwelling within VANDEVER PLACE shall be completed within 12 months of start.

9. No temporary building of any type of nature shall be maintained on the Property; no trailer, mobile home, or any other type of moveable home, basement tent or garage shall be at any time used as a residence on the Property. However, this is not to prohibit the parking of recreational vehicles on the property on a hard or gravel surface. One storage building is permitted as long as it is of like material and color of the residence. Building set back lines and easements will be respected when placing storage buildings.

10. No signs advertising or locating a profession, business or other commercial establishment may be erected on a lot, residence, mail box, tree, fence or other appurtenance. However, this is not to prohibit erection or "For Sale" signs of the type and size normally used by area real estate agencies, nor the erection of signs indicating name and or street address, which signs are to be of reasonable and inoffensive size and design. Further, builders and or developers may erect signs advertising lots and/or homes for sale.

11. These restrictions shall be considered as covenants running with the Property and shall bind the purchaser of the Property, their heirs, assigns and successors, and if said owner, 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 or land in the subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent such person or persons from committing any act of violation or to recover damages for such violation. The developers and or builders are not liable to any third party for failure to enforce these restrictions. Failure to enforce the restrictions for violations of same shall not prevent enforcement for future violations.

IN WITNESS WHEREOF, ELDON C. BURGESS and wife KATHY H. BURGESS, have executed this instrument for the purposes herein contained, the 8 day of May, 1997.

Eldon C. Burgess  
ELDON C. BURGESS

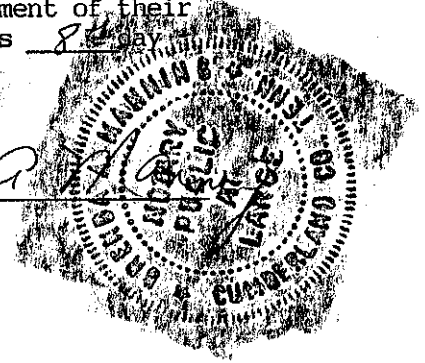
Kathy H. Burgess  
KATHY H. BURGESS

ACKNOWLEDGMENT

State of Tennessee  
County of Cumberland

Personally appeared before me, the below signed Notary Public, Eldon C. Burgess and wife Kathy H. Burgess, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, swore that they executed the with document of their own free will, and for the purposes therein contained, this 8<sup>th</sup> day of May, 1997,

*Brenda A. [Signature]*  
NOTARY PUBLIC



My commission expires: 8/25/98

State of Tennessee, County of CUMBERLAND  
Received for record the 08 day of  
MAY 1997 at 9:03 AM. (RECN 175617)  
Recorded in official records DEED  
Book D531 Page 440-442  
Notebook 10 Page 148  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 12.00, Total \$ 12.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register MISTY H. GRAHAM

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