

DECLARATION OF RESERVATIONS AND RESTRICTIONS

WINDRIDGE PARK ESTATES, INC.

WHEREAS, WINDRIDGE PARK ESTATES, INC., is the owner of WINDRIDGE PARK ESTATES SUBDIVISION and,

WHEREAS, for the benefit and protection of the future and present owners of said 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 said lots in said subdivision and be made a matter of public record and said property conveyed in said subdivision be subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the premises, WINDRIDGE PARK ESTATES, INC., imposes upon the said WINDRIDGE PARK ESTATES SUBDIVISION the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land.

1. The lots or parcels of land as shown on the unrecorded Plat are designed so as to be included as follows:

A. Lots or parcels of land shall be used for non-commercial purposes only, and not more than one detached single family dwelling house may be erected on any such lot or parcel of land, and such dwelling house shall consist of at least 800 square feet of furnished and heated living space, exclusive of any porches, carports, garages, patios, etc.

B. Mobile homes placed on any lot may not be less than 800 square feet of living space.

2. All dwelling units erected on lots or parcels of land restricted to non-commercial purposes only shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. The exterior of all permanent dwelling units, including mobile homes, shall be established and maintained in an attractive manner in keeping with the natural beauty and attractiveness of the subdivision area. Upon the commencement of the construction of any residential dwelling or accessory building, such construction shall be completed within one year from the commencement on such construction. All mobile homes must be underpinned within twelve (12) months from the placement of said dwelling.

3. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to disposal of sewage and effluent shall be done in strict compliance with currently

*Mail
Windridge Park
P.O. Box 180
Oreaville, In.
38557*

existing state health regulations. In particular, no outside toilets shall be allowed on any lot in the subdivision. Further, all sanitary arrangements must be inspected and approved by local or state health officials.

4. WINDRIDGE PARK ESTATES, INC., for itself, its successors and assigns, reserves easements for the installation and maintenance of utilities and drains parallel to and six feet from all lot lines and said WINDRIDGE PARK ESTATES, INC. for itself, its successors and assigns, reserves the right of ingress and egress to such areas for the purpose of maintaining the roads and park area. A ten (10) foot utility easement is reserved parallel to all road rights-of-way.

5. No noxious or offensive activity shall be carried on, on any lots or parcels 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 shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including, but not limited to junk vehicles or any sort and household waste, shall be kept in a clean and sanitary condition.

Property owners in WINDRIDGE PARK ESTATES SUBDIVISION by acceptance of a deed or the entering into a contract for purchase of property in said subdivision covenants and agrees to pay to WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, annual membership dues and such special assessments that may hereafter be charged by said association in accordance with its Charter and By-Laws.

The annual membership dues shall be \$50.00 per year for each membership, unless changed by a two-thirds vote of the Board of Directors of the WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., or by a vote of 51 percent of the members in good standing in said association who are voting in person or by proxy at any annual or special membership meeting. For each lot owned, a person shall have one vote.

The annual membership dues shall be used by WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., for the following purposes:

(a) Maintenance and upkeep of roads and all other common properties whether real or personal, owned, operated, or subject to the control of WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC.,

(b) Operational expenses of WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., including, but not limited to the payment of taxes, insurance, postage, office supplies, labor, equipment, and materials used in connection with the operation of WINDRIDGE

PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC.

In addition to the annual membership dues, WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., may assess equally to each association member a special assessment for the purpose of paying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of roads or other common properties owned, operated or subject to the control of the association, provided that any such assessment shall be agreed upon by an affirmative vote of 51 percent of the members of the association in good standing who are voting, in person or by proxy, at any annual or special membership meeting.

In the event a special meeting is held for the purpose of changing annual membership dues or considering a special assessment, notice thereof shall be sent to all members of the association entitled to vote at least 30 days prior to such special meeting. Such meeting may be acted upon at any regular annual meeting of the membership without notice.

In the event annual membership dues or special assessments are not paid when due, such amounts owned shall there-after bear interest at the rate of 12 percent per annum from the date of delinquency. Further, in the event it becomes necessary for the WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., to take any legal action to collect any delinquent payments, and any interest thereon, there shall be added to such payment amounts reasonable attorney fees, and all court costs incident thereto. All membership dues and assessments payable to the WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., together with any interest or legal fees or costs thereto, if any, shall be a charge on the land owned by each property owner, and shall be a continuing lien upon said property.

The lien of the annual membership dues and assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed upon any lot subject to said payments, provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a foreclosure of such first mortgage or deed of trust, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues or assessments.

7. 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, successors and assigns, 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 parcel 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.

8. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein, and shall thereafter remain in full force and effect.

9. No animals, fowls, birds, or other types of pets, other than usual household pets, shall be kept or permitted to remain on any of said land when a nuisance or disturbance is likely to exist. All household pets will be kept in such manner as not to create a disturbance or nuisance in any way to anyone.

In witness whereof, WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., has executed this instrument by its authorized officer on the 6 day of May 1996.

WINDRIDGE PARK ESTATES

PROPERTY OWNERS ASSOCIATION, INC.

Roland Keyes

ROLAND KEYES, CHAIRMAN

BOARD OF DIRECTORS

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STATE OF TENNESSEE

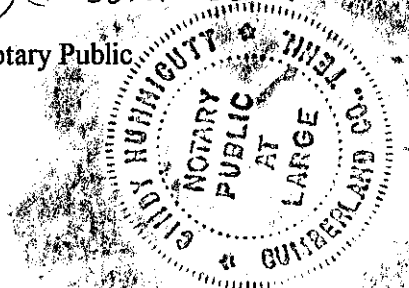
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared ROLAND KEYES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be CHAIRMAN, of WINDRIDGE PARK ESTATES PROPERTY OWNERS ASSOCIATION, INC., Crossville, Tennessee, a Tennessee corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and seal of office on this the 15th day of May 1996.

Cindy Huhigutt

Notary Public



My commission expires:

December 29, 1997

THIS INSTRUMENT PREPARED
BY Van Arnold
ADDRESS Rt. 1, Box 130 RA
Crossville TN 38565

State of Tennessee, County of CUMBERLAND
Received for record the 15 day of
MAY 1996 at 2:24 PM. (REC# 156484)
Recorded in official records DEED
Book D509 Page 691-695
Notebook 9 Page 578
State Tax \$.00 Clerks Fee \$.00
Recording \$ 20.00, Total \$ 20.00
Register of Deeds JUDY GRAMER SWALLOW
Deputy Register PHYLLIS K. HALE

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