

DECLARATION OF RESTRICTIVE COVENANTS
FOR
CROSSROAD VILLAGES, PHASE I

Tax Map 113-A, Group B, Parcels 1.00, 24.00, 25.00 (part of)
Reference: Deed Book 529, Page 490, (part of) Register's Office, Cumberland County,
Tennessee

R. Jack Atkins and wife Frances M. Atkins (hereafter Developers) are owners and developers of Crossroad Villages, Phase I, being described as Lots 1, 2, 3, 45, 46, 47, 48, 49, 50, 51, 52, 53, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 146, 147, 148, 149, 150, 151, 152, and 153 (total of 37 lots) on plat of record at Plat Book 16 Page 293, Register's Office, Cumberland County, Tennessee. The within Restrictive Covenants shall encumber only the lots aforementioned and shall not constitute an encumbrance, nor an intention to similarly encumber, real property owned by Developers adjacent and connected to the lots aforementioned. Phase I of Crossroad Villages shall be referred to herein as the "Property".

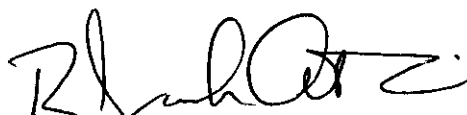
For the benefit and protection of the owners of the Property, present and future, and for the establishment and maintenance of sound values for the Property, it is desired that certain restrictions be imposed on the Property and be made a matter of public record. Any portion of the Property conveyed shall be subject to these Restrictive Covenants. Therefore, the Developers impose upon Phase I of Crossroad Villages the following Restrictive Covenants, all of which shall be deemed to run with the Property:

1. The Property shall be used for single family residential purposes only. Home offices are allowed if not otherwise specifically prohibited herein, and are conducted in a manner that is inoffensive and does not disturb the residential nature, setting and enjoyment of the Property and it's residents. Otherwise, no other commercial activity shall be allowed. Developers or other Builder's may maintain a sales office and or Model Home on the Property as well as place signs on the Property advertising homes and or lots for sale. No other commercial signs, except normal size real estate "FOR SALE" signs, shall be allowed.
2. Reference is here made to the aforementioned Plat of the Property, it's notes and all matters contained therein which may affect the use of the property.
3. No outside toilets shall be allowed on the Property and all sewage shall be disposed of by way of municipal sewer lines and or grinder pumps. No garbage, trash, rubbish or other refuse shall be allowed to accumulate on the Property, but must be immediately disposed of in a lawful manner. All household garbage must be placed in an appropriate container while on the Property. However, this is not to prohibit Developers or other Builders on the Property from setting up an approved portable toilet as required by the City of Crossville on construction sites. Developers, or other Builder's on the Property, may allow construction debris to accumulate until construction of a home is complete. At Developer's or other Builder's option, they may have placed on the Property a dumpster for the collection of construction debris. In addition, Developers and other Builders on the Property may temporarily store building materials for future use on lots owned by Developers or other Builders. *Handwritten mark*
4. No animals or poultry, other than dogs, cats and other domesticated household pets, may be kept on the Property and no such household pets shall be kept, bred or maintained for commercial purposes. No such household pets shall be kept in a manner that disturbs other residents of the Property. Residents shall comply with all applicable laws and ordinances pertaining to keeping pets within the city limits of Crossville.
5. No noxious or offensive activity shall be carried out on the Property, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the residents in the Property.
6. No unlicensed motor vehicle shall be kept on the Property. Other than minor repairs and maintenance, work on motor vehicles on the Property is prohibited.
7. All motor vehicles shall be parked on a hard surface driveway or parking area on a lot. However, Developers and other Builders on the Property may park construction equipment or vehicles on the Property other than on hard surfaces.

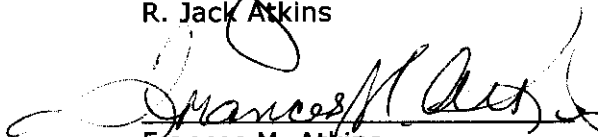
8. Recreation Vehicles must be parked on a hard surface driveway or parking area that must be located at one end of the residence. When parked, no part of the Recreation Vehicle may be closer to the street than the front of the residence. However, this parking restriction will not apply to temporary visits by guests of residents. Other than temporary visits by guests, residence in a Recreation Vehicle on the Property is prohibited.
9. Enclosure of yards by fencing is allowed only from a point even with the front of the residence and toward the rear of the lot. Fencing is subject to utility easements, etc.
10. Storage buildings are permitted but may not exceed 16 feet in width or length, nor more than 10 feet in height from floor to eave. Storage buildings must be placed behind the residence. Observe building setback lines and utility easements. Exterior of storage buildings must match the residence on the same lot. Storage buildings on corner lots must be placed on the side of the lot away from the street.
11. No mobile homes, double wide homes or modular homes may be brought onto the Property. No other building or structure, temporary or permanent, other than that which has been expressly permitted within these Restrictive Covenants, shall be permitted on the Property. This shall not prohibit the Developers or other Builder's on the Property from using a temporary office trailer on the Property.
12. 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. All material used must be new. No exterior walls shall be finished with asbestos shingles, tar paper, or like material; however, vinyl products may be used. No residence shall be occupied until construction is complete. However, occupation may take place prior to the yard and or driveway being finished because of weather, but the yard and driveway must be completed, weather permitting, within 45 days of occupation. All exposed foundations shall be faced with stucco, stone, or brick. However, if split faced block is used, no stucco, stone or brick is necessary. All residences must have a continuous block foundation. Any residence constructed on the Property must be completed within 9 months.
13. Only one single family residence per lot is permitted. One residence may be placed on two or more adjoining lots. In such a case, only exterior boundary building setbacks and utility easements shall apply.
14. No homes may be moved onto the Property.
15. The City of Crossville has a utility easement of 5 feet on either side of the sewer service line and grinder pump.
16. Developers must approve, in writing, plans for homes and materials to be used prior to construction. Developers may disapprove of any plan or materials for whatever reason. Developers will not be liable for any damages for exercising their right with regard to this Restrictive Covenant. This Restrictive Covenant pertaining to approval of house plans shall expire and become null and void after January 1, 2004. All other Restrictive Covenants shall remain in full force and effect.
17. All driveways and parking areas on the Property must be paved with asphalt or concrete.
18. Developers may erect a permanent community sign at the entry and other landscaping. Developers will be responsible for upkeep of the sign and or landscaping they install only so long as they own at least 5 lots in the Property.
19. With regard to Lots 1, 2, 3, 70, 71, 72, 73, 74, 75, 76, 77, 146, 147, 148, 149, 150, 151, 152 and 153, any residence built thereon shall have a minimum of 1000 square feet of heated living space, exclusive of garages, carports, porches, decks or sidewalks. Residences built on these lots may or may not have garages or carports.
20. With regard to Lots 45, 46, 47, 48, 49, 50, 51, 52, 53, 61, 62, 63, 64, 65, 66, 67, 68, and 69, any residence built thereon shall have a minimum of 1000 square feet of heated living space, exclusive of garages, carports, porches, decks or sidewalks. Residences on these lots must have a one or two car garage. No carports will be allowed.
21. Any invalidation of any of these Restrictive Covenants shall in no way affect any of the other provisions herein.

22. These Restrictive Covenants shall be considered covenants running with the land and shall bind the purchaser of the Property, their heirs, assigns, successors and or representatives; and if said purchaser, their heirs, assigns, successors and or representatives shall violate or attempt to violate any of these Restrictive Covenants, it shall be lawful for any other owner or owners of a lot in the Property to prosecute any proceedings at law or equity against said person who violates or attempts to violate these Restrictive Covenants, in order to prevent or stop these Restrictive Covenants from being violated. The Developers nor any Builder in the Property shall be liable to any owner of a lot in the Property for not prosecuting another lot owner who is violating or attempting to violate a Restrictive Covenant. Failure to prosecute violations shall not prevent prosecution of future violations.

Witness our hands and signatures on this 30 day of MARCH, 1999.



R. Jack Atkins

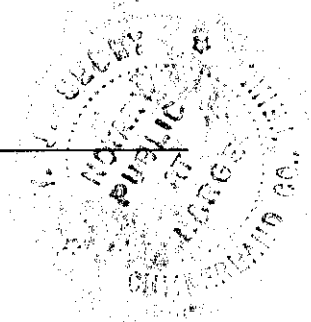


Frances M. Atkins

State of Tennessee

County of Cumberland

Personally appeared before me, the undersigned Notary Public, R. Jack Atkins and wife Frances M. Atkins, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing and within instrument for the purposes therein contained. Done this 30TH day of MARCH, 1999.


Notary Public

My Commission Expires: 1-27-2002

State of Tennessee, County of CUMBERLAND
Received for record the 31 day of
MARCH 1999 at 11:17 AM. (REC# 212131)
Recorded in official records GENERAL IN
Book 1032 pages 1974-1976
Notebook 11 Page 319
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. GOSS

BK 1032 PG 1976