

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HOMESTEAD FARMS SUBDIVISION

WHEREAS, J. H. Graham, Jr., J. H. Graham, III, and Plateau Capital Accumulation Plan, whose address is P. O. Box 1176, Crossville, Tennessee 38557 (hereinafter called the Declarants) are the owners of Homestead Farms Subdivision, a plat of which appears of record at Plat Book 10, page 275, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, the Declarants desire to impose certain restrictive covenants, conditions, and reservations on the lots in said subdivision for the benefit and protection of owners and to insure the future value and attractiveness of lots in the subdivision; and,

WHEREAS, these restrictive covenants, conditions, and reservations shall be made a matter of public record and the property in said subdivision shall be conveyed subject to such restrictions, conditions, and reservations.

NOW, THEREFORE, in consideration of the premises, the Declarants impose upon Homestead Farms Subdivision the following restrictions, conditions, and reservations, all of which shall be deemed covenants running with the land, to-wit:

1. Lot Nos. 101, 102, and 111 through 141 shall be designated as residential lots, and Lot Nos. 61780 and 102977 shall be designated as commercial lots. The residential lots shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any such residential lot. Commercial and business activity may be conducted from the commercial lots as hereinafter more fully defined. L+L

2. Only one (1) single family dwelling shall be erected on each residential lot. Each dwelling shall contain not less than 1,400 square feet of heated and enclosed floor space, exclusive of porches, garages, terraces, and patios. In addition to the dwelling, one

(1) detached garage or storage building may be constructed on each residential lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of the dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. Each house must either have a double car garage or a double car detached garage equipped with one garage door. The double care garage or double car detached garage shall have only one opening of sufficient width to accommodate at least two vehicles, and shall be equipped with one garage door of sufficient width to cover the double car opening.

3. No mobile home, modular home, manufactured home, trailer, or similar structure shall be allowed on any residential lot. No trailer, mobile home, or any other type of movable home, basement, tent, or garage shall at any time be used as a residence on any residential lot. No structure shall be moved from another site to a residential or commercial lot in the subdivision.

4. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been substantially completed. Construction of a dwelling shall be substantially completed within nine (9) months from the date of commencement, unless the time for completion is extended by the Declarants.

5. No residential lot shall be resubdivided, provided, however, nothing herein contained shall prevent the owner of two or more adjoining residential lots from considering the combined area of the two or more residential lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to apply to the outside lines of the two or more combined residential lots and not to the line which is common to both residential lots or the interior lines of the residential lots, if more than two lots are combined. If two or more residential lots are combined under the provisions of this paragraph, they may not in the future be resubdivided.

6. Driveways must have a metal culvert of sufficient size so as not to restrict the drainage of ditch lines, properly installed and covered with stone. Within one (1)

year from the date of completion of construction of a dwelling on a residential lot in the subdivision, a driveway to said home must be paved with concrete or asphalt.

7. Unless otherwise designated on a subdivision plat, all buildings shall be set back at least thirty (30) feet from the roadway. No building or dwelling shall be constructed closer than ten (10) feet to a side residential lot line. A utility easement is retained for the benefit of Declarants and owners of residential lots in the subdivision ten (10) feet to the left, right, and parallel to all common side and rear lot lines in the subdivision.

8. All homes shall have a sewage disposal system approved by the Cumberland County Health Department. No mineral solvents, hydrocarbon substances, or acids shall be discharged into any septic drainage system, storm drain, or any other open surface.

9. No animals shall be allowed in the subdivision, with the exception of domestic dogs and cats.

10. No noxious or offensive activity shall be permitted on any lot or parcel of land in the subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

11. No lot or parcel of land in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition.

12. All dwelling houses erected on residential lots herein shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repair. Any exposed block foundations shall be faced with brick, stone, stucco, or other material approved by the Declarants. Any building erected shall be have a solid foundation and no imitation siding shall be used thereon.

13. After a home is completed, a lot must be well maintained which shall specifically include keeping any lawns well mowed. No accumulation of weeds and tall grass

shall be allowed and the removal of dead or damaged trees or limbs shall be promptly carried out.

14. Recreational vehicles, travel trailers, boats, boat trailers, and similar devices shall not be parked at individual residences, unless such items are parked inside closed garage areas.

15. All electrical, cable, telephone, or similar utility services must be brought underground from the utility pole at the lot line to the dwelling house on any residential lot.

16. The Declarants reserve the right to file a replat of all or any portion of the subdivision to add additional properties, to alter the shape, size, or location of any unsold lots and any unopened streets, to correct surveying or other errors affecting any properties to which the Declarants retain legal title at the time of such replat and to reflect the exact location of streets, easements, and common areas, if any.

17. Any house built on a residential lot in this subdivision must be constructed so as to affect a break in the street side roofline of said house, either by a recessed area or a projection, or in the alternative, a break in the roofline. No house may be constructed with a straight roofline facing the street. All roofs shall have pitch and shall not be completely flat. All roofs shall have at least four planes.

18. Prior to any construction on any residential lot in the subdivision, the proposed plans and specifications for the dwelling to be constructed must be submitted to and approved by the Declarants, or their duly designated representative. Likewise, the plans for any remodeling, additions or construction of any kind to be carried out on a residential lot in the subdivision must be submitted to and approved by the Declarants, or their designated representative. The provisions of this paragraph shall terminate ten (10) years from the date of the recording of this document in the public records.

19. The Declarants presently own additional undeveloped property adjacent to or in the vicinity of the Homestead Farms Subdivision. The Declarants specifically reserve the right to annex all or any part of their additional property as an additional phase of the Homestead Farms Subdivision. As to any property of the Declarants not presently a portion

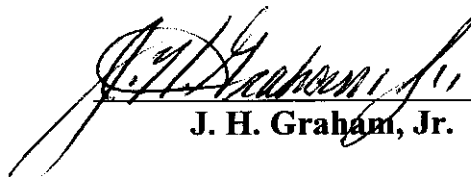
of the Homestead Farms Subdivision, the Declarants specifically reserve the right to use that property in whatever manner or fashion they deem appropriate, and no negative reciprocal easements or implied restrictions shall result from their ownership of said property and the restriction of the Homestead Farms Subdivision property.

20. Lot Nos. 61780 and 102977, as depicted on the plat of Homestead Farms Subdivision, may be used for commercial purposes. Any owner of commercial Lot No. 102977, shall create a buffer zone parallel to the Southwest property line and not closer than twelve (12) feet of the right-of-way of Jesse Loop as depicted on said plat. Such buffer zone shall be maintained by the planting of evergreen trees, such as white pines or hemlocks.

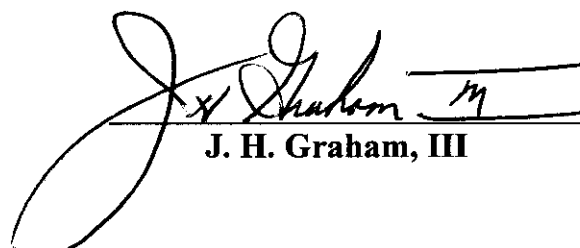
21. No building shall be placed on any lot, residential or commercial, in excess of two and one-half (2½) stories in height.

22. Lot No. 102977 may be resubdivided into smaller residential lots, but if it is resubdivided, the resubdivided lots shall not be smaller than the other residential lots in the Homestead Farms Subdivision. If Lot No. 102977 is resubdivided into residential lots, those lots shall be deemed to be restricted by the residential portion of these restrictive covenants, conditions, and reservations. The resubdividing party may impose additional residential restrictions on the resubdivided property. If commercial Lot No. 102977 is resubdivided into smaller residential lots, it may not then be again resubdivided or combined into a lot which may be used for commercial purposes.

WITNESS our hands and signatures on this the 26th day
of January, 1999.



J. H. Graham, Jr.



J. H. Graham, III
Plateau Capital Accumulation Plan

By 

Mike Graham, Trustee

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **J. H. Graham, Jr and J. H. Graham, III**, the within named bargainors 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 signature on this the 26th day
of January, 1999.



NOTARY PUBLIC



My commission expires: 9/10/2001

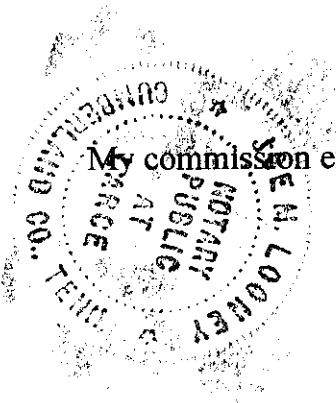
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Mike Graham**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Trustee of **Plateau Capital Accumulation Plan**, and that he as such Trustee, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Plateau Capital Accumulation Plan by himself as such Trustee.

WITNESS my hand and seal of office this the 26th day
of January, 1999.



NOTARY PUBLIC



My commission expires: 9/10/2001

State of Tennessee, County of CUMBERLAND
Received for record the 27 day of
JANUARY 1999 at 9:45 AM. (RECH 208308)
Recorded in official records GENERAL IN
Book 1029 pages 674- 679
Notebook 11 Page 237
State Tax \$.00 Clerks Fee \$.00,
Recordings \$ 26.00, Total \$ 26.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register PHYLLIS K. HALE

BK 1029 PG 679

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HOMESTEAD FARMS SUBDIVISION

126 - 41.00

WHEREAS, by an instrument dated January 26, 1999, J. H. Graham, Jr., J. H. Graham, III, and Mike Graham, Trustee of the Plateau Capital Accumulation Plan (the Declarants), imposed certain covenants, conditions, and restrictions on Homestead Farms Subdivision, a plat of which appears of record at Plat Book 10, page 275, Register's Office, Cumberland County, Tennessee, which Declaration of Covenants, Conditions, and Restrictions for Homestead Farms Subdivision was filed for record with the Register of Deeds of Cumberland County, Tennessee on January 27, 1999, in Book 1029, page 674-679 (the Declaration); and,

WHEREAS, the Declarants desire to make certain changes and amendments in the Declaration of Covenants, Conditions, and Restrictions as hereinafter more fully explained and described; and,

WHEREAS, certain lots have been sold and conveyed and others have been contracted for sale and the various owners and contract purchasers of those lots have consented to these changes as evidenced by their execution of counterpart originals of this First Amendment; and,

WHEREAS, the parties, by this instrument, wish to memorialize the amendments to be made to the original Declaration.

NOW, THEREFORE, in consideration of the premises, the Declarants and the undersigned parties make the following amendments to the Declaration of Covenants, Conditions, and Restrictions for Homestead Farms Subdivision, recorded at Book 1029, pages 674-679, Register's Office, Cumberland County, Tennessee:

BK 1038 PG 1939

This instrument prepared by:
LOONEY & LOONEY, ATTYS (C1-Homestead)
Crossville, Tennessee 38555

106

1. Paragraph No. 1 of the original Declaration is changed to read as

follows:

Lot Nos. 111 through 141 shall be designated as residential lots, and Lot Nos. 61780 and 102977 shall be designated as commercial lots. Lot Nos. 101 and 102 may be used as either commercial lots or residential lots, but once committed to residential use, those lots may not be put to any commercial usage. The residential lots shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any such residential lot. Commercial and business activity may be conducted from the commercial lots as hereinafter more fully defined

2. Paragraph No. 2 of the original Declaration is changed to read as

follows:

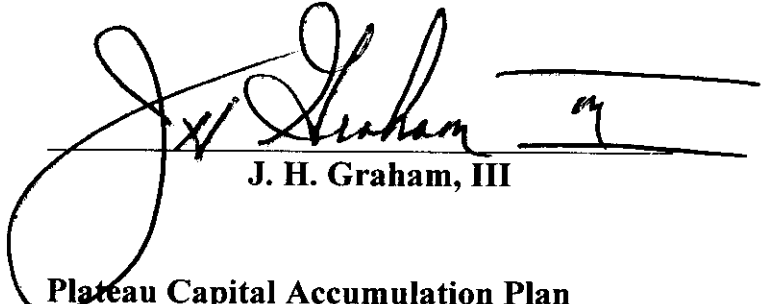
Only one (1) single family dwelling shall be erected on each residential lot. Each dwelling shall contain not less than 1,400 square feet of heated and enclosed floor space, exclusive of porches, garages, terraces, and patios. In addition to the dwelling, one (1) detached garage or storage building may be constructed on each residential lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of the dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. Each house must either have a double car garage or a double car detached garage. Such double car garage or double car attached garage shall be equipped with one large opening with a single door or two smaller openings, each with equipped with a separate garage door. Any garage opening must be equipped with a closeable garage door, which single or double.

WITNESS our hands and signatures on this the 29th day

of June, 1999.



J. H. Graham, Jr.



J. H. Graham, III
Plateau Capital Accumulation Plan

By 

Mike Graham, Trustee

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **J. H. Graham, Jr and J. H. Graham, III**, the within named bargainors 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 signature on this the 29th day of June, 1999.

S. Suzanne Fox
NOTARY PUBLIC

My commission expires: 9/11/2000



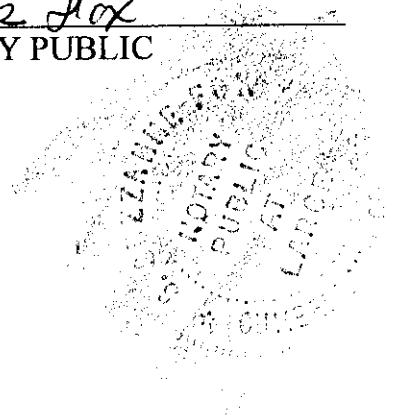
State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Mike Graham**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Trustee of **Plateau Capital Accumulation Plan**, and that he as such Trustee, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the Plateau Capital Accumulation Plan by himself as such Trustee.

WITNESS my hand and seal of office this the 29th day of June, 1999.

S. Suzanne Fox
NOTARY PUBLIC

My commission expires: 9/11/2000



CONSENT OF OWNERS/CONTRACT PURCHASERS

The undersigned are:

____ (i) the owners of Lot No(s). - No - in Homestead Farms
Subdivision by virtue of a deed dated _____, of record at
Book _____, page _____, Register's Office, Cumberland
County, Tennessee; or,

____ (ii) are the contract purchasers of Lot No(s). 118 & 119 in
Homestead Farms Subdivision, by virtue of a Contract dated
April 6 1999.

The undersigned execute this consent form to evidence their agreement
and consent to the terms and provisions of the First Amendment of the Declaration of
Covenants, Conditions, and Restrictions for Homestead Farms Subdivision as set out herein.

This 29th day of June, 1999.

Steve Wilson

Steve Wilson P.O. Box 466 Cor. In.

State of Tennessee)
)
County of Cumberland)

BK 1038 PG 1944

Before me, the undersigned authority, a Notary Public in and for said
State and County, personally appeared Steve Wilson

_____, the within named bargainor(s) 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 signature on this the 29th day
of June, 1999.

S. Suzanne Fox
NOTARY PUBLIC

My commission expires: 9/11/2000



CONSENT OF OWNERS/CONTRACT PURCHASERS

The undersigned are:

____ (i) the owners of Lot No(s). 111, 112, 113 in Homestead Farms Subdivision by virtue of a deed dated May 4 1999, of record at Book 1035, page 1354, Register's Office, Cumberland County, Tennessee; or,

____ (ii) are the contract purchasers of Lot No(s). - NA - in Homestead Farms Subdivision, by virtue of a Contract dated _____.

The undersigned execute this consent form to evidence their agreement and consent to the terms and provisions of the First Amendment of the Declaration of Covenants, Conditions, and Restrictions for Homestead Farms Subdivision as set out herein.

This 30th day of June, 1999.

Pauline Sherrer
Pauline Sherrer

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Pauline Sherrer

_____, the within named bargainor(s) 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 signature on this the 30th day of June, 1999.

BK 1038 PG 1946

Georgia Reynolds
NOTARY PUBLIC

My commission expires: 5-29-2002

