

PREPARED BY TBT ENTERPRISES, INC.  
157 LANTANA ROAD, CROSSVILLE, TN 38555

DECLARATION OF RESTRICTIONS  
KINGSGATE PHASE IV

WHEREAS, TBT ENTERPRISES, INC., is the owner and developer of KINGSGATE SUBDIVISION PHASE IV, being described as LOTS 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, by plat of record in the Register's Office, Cumberland County, Tennessee, in Plat Book 10, page 296, Slide ---; and,

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

NOW, THEREFORE, for and in consideration of the above premises, TBT ENTERPRISES, INC., imposes upon the KINGSGATE SUBDIVISION PHASE IV, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. Said lots shall be used solely and only for single family residential purposes.
2. No lot shall be re-subdivided to form a smaller lot; this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.
3. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the 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 any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.
4. No animals or poultry, except dog, cats, and other household pets may be kept on the lot in this subdivision, and no such household pets shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the neighborhood.
5. No noxious or offensive activity shall be carried on any lot or parcel 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 of land shall 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 such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept clean and sanitary condition. Any empty lots shall be maintained (mowed and underbrushed if needed) in a matter befitting the appearance of the subdivision.

*Plat 10 R.E.*

7. All dwelling units erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanlike manner and shall be maintained at all times in a good state of repairs. No modular or mobile homes shall be allowed. All buildings will be constructed of new material and no exterior will be finished with asbestos shingles, tar paper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete. Any exposed block foundations shall be faced with brick, stone, or stucco. Any building erected shall have a solid foundation and no imitation siding, other than solid vinyl, shall be used thereon. No structure shall be erected, altered, placed or permitted to remain on any of said lots 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 said subdivision, constituting a single homesite. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots.

8. There is hereby reserved a utility easement for construction and maintenance in favor of the City of Crossville, from each dwelling to the road, six (6) feet on either side of the sewer line and pump, to be installed as the dwellings are built.

9. No single family residence shall be constructed thereon having less than ~~1,700~~ square feet of heated floor space, exclusive of porches, breezeways and attached garages. The driveways to such residences shall be paved with a bituminous coal product or concrete. All residences shall have an enclosed garage of at least two (2) car size. No carports shall be permitted. The construction of any home or other permanent structure shall be finished within six (6) months from the date of beginning. The front side of any residence (the side facing the road), shall be a minimum of 70 percent (70%) brick or stone veneer including a minimum of sixteen-inch (16") return at all corners.

10. No temporary building of any type or nature shall be maintained on said lot; no trailer, mobile home, motor home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence on said land. One storage building is permitted as long as it is of the like material and color of the residence and such storage building does not exceed 200 square feet in area, and is situated on the back 80 ft. of the lot. No storage buildings may be constructed on any lot until a residence is constructed on said lot.

11. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

12. All plans for any dwellings to be built in this subdivision shall be reviewed by the officers of the developer, TBT ENTERPRISES INC., for the sole purpose of reviewing the aesthetics of the exteriors. Said developers reserve the right to reject any and all plans presented to them if, in their sole opinion, same do not add to the total aesthetic value of the subdivision.

RECEIVED FOR RECORD the 01 day of  
APRIL 1999 at 3:34 PM. (REC# 212286)  
Recorded in official records GENERAL IN  
Book 1032 Pages 2520-2522

13. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

14. Covenant Number 12 shall expire by its own terms January 1, 2010. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

15. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots and parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, 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 of 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 covenant or restriction and either to prevent such person or persons from committing any act of violation or to recover damages for such violations.

IN WITNESS WHEREOF, TBT ENTERPRISES, INC., has executed this instrument for the above purposes on this the 1 day of April, 1999.

TBT ENTERPRISES, INC.

*Morris Eugene Turner, President*  
BY: MORRIS EUGENE TURNER, PRESIDENT

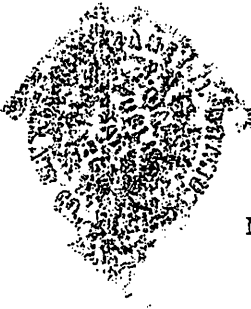
TRANSFERRED ON  
RECORD BOOK  
CUMBERLAND COUNTY  
  
APR 7 1999  
  
*Ralph Bannum*  
ASSESSOR OF STATE OF TENNESSEE

Notebook 11 Page 323  
State Tax \$ .00 Clerks Fee \$ .00  
Recording \$ 14.00 Total \$ 14.00  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register PHYLLIS K. HALE

COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public, in and for said State and County, MORRIS EUGENE TURNER, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be PRESIDENT OF TBT ENTERPRISES, INC., a Tennessee Corporation, the within named bargainor, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as President thereof.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE, at Crossville, Tennessee, this 1st day of April, 1999.



(SEAL)

*Janet N. Bannum*  
NOTARY PUBLIC BK 1032 PG 2522

MY COMMISSION EXPIRES  
MY COMMISSION EXPIRES: DECEMBER 19, 2001