

866-307-1875

This instrument prepared by Plateau Properties, Inc., Trustee, P.O. Box 1400, Crossville, TN 38557.

**DECLARATION OF
COVENANTS AND RESTRICTIONS
for
TABLE TOP ESTATES WEST SUBDIVISION**

RECITALS

WHEREAS, Plateau Properties, Inc., Trustee, a Tennessee Corporation, hereinafter called "Seller", is the Seller of a real estate development known as Table Top Estates West Subdivision, hereinafter called Table Top Estates West; and,

WHEREAS, Seller is developing this property in stages; a plat of Table Top Estates West, Section 1, consisting of 1 sheet(s) was filed of record at the Register's Office of Putnam County, Tennessee on September 18, 2001 at 12:50 P.M. in Plat Book Cabinet D, Page Slide 42; and,

WHEREAS, for the benefit and protection of the Seller and the persons who shall become owners of lots in Table Top Estates West, Section 1, the Seller, by these presents, and by the execution of this instrument, subjects the lots in Table Top Estates West, Section 1, of record as set forth above, to this Declaration of Covenants and Restrictions; and,

WHEREAS, Seller owns additional property adjacent to and in the vicinity of the property encompassed in Table Top Estates West, Section 1. The Seller reserves the right to develop said additional property, either as single family residential, multifamily residential, or as commercial/business property at its sole option and discretion. Additional property shall be brought within the plan of this Declaration by Supplemental Declaration, which may contain supplementary and complementary covenants and restrictions applying to such property. The Seller shall not be obligated to bring any additional property within the plan of this Declaration, and no implied restrictions or implied negative reciprocal easements shall be created as to the Seller's additional property not encompassed within the plat of Table Top Estates West Subdivision, Section 1.

NOW, THEREFORE, in consideration of the Recitals, the Seller declares that all lots in Table Top Estates West, Section 1, a plat of which appears of record as set forth above, in the Register's Office, Putnam County, Tennessee, shall be sold and shall hereafter be subject to this Declaration of Covenants and Restrictions and Protective Covenants herein set out, all of which shall be deemed to run with the land.

PROTECTIVE COVENANTS

1. **Scope.** These Protective Covenants shall apply to all numbered lots in Table Top Estates West, Section 1.
2. **Uses.** The lot(s) shall be used solely and only for single family residential purposes with no more than one family per lot. No commercial activity shall be allowed on any lot.
3. **Types of homes allowed.** Site built homes, modular homes, new manufactured homes and pre-owned manufactured homes (subject to approval as set forth below) are allowed, provided they are in good condition and meet the requirements set forth herein.
4. **Approval of pre-owned manufactured homes.** To maintain and enhance property values, pre-owned manufactured homes, must be less than ten years old and be preapproved by Seller. Seller reserves the right to approve pre-owned manufactured homes for a period of five (5) years from the date this instrument is recorded but is not obligated to do so. The request for approval of a pre-owned manufactured home must be submitted in writing to Seller not less than twenty five (25) days before the anticipated commencement of moving the pre-owned manufactured home onto the property and include the current address of the subject home. Seller will furnish a written receipt upon receiving the request and shall have ten (10) days from the date of receipt of the request to approve or disapprove it. If the Seller makes no comment upon a pre-owned manufactured home within ten (10) days after submission, the pre-owned manufactured home shall be deemed approved. The Seller shall not be responsible or liable for (i) any defects in any pre-owned manufactured home; (ii) any loss or

- damages to any person arising out of the approval or disapproval of any pre-owned manufactured homes; nor (iii) any loss or damages arising from the non-compliance of such pre-owned manufactured homes with any governmental ordinance or regulation.
5. **Home and out building specifications.** All dwellings must contain at least one thousand four hundred (1,400) square feet of heated floor space, exclusive of porches, basements, breezeways and attached garages. All homes must be built on a permanent foundation, preferably faced with natural stone, brick or stucco. All homes and out buildings must be in good condition and be of good quality workmanship. No motor home, any other type of movable home, basement, foundation, unfinished dwelling, tent or garage shall be used at any time as a residence on any lot. No temporary buildings of any type or nature shall be maintained on any lot.
 6. **General covenants and restrictions.** Permanent or long term storage of motor homes, boats, campers and other large vehicles shall be in garages or to the rear of the lot out of sight of the street. No lot shall be used for dumping junk, trash, or waste materials, or storing abandoned cars or for cars being repaired. No obnoxious or offensive activity shall be allowed on any lot; nor shall obnoxious or offensive materials be stored on any lot. No trees shall be cut within ten (10) feet of the side and rear lot lines in order to preserve surveyed lot lines and to provide a visual buffer from neighbors.
 7. **Animals.** Up to 2 outside domestic dogs and 2 outside domestic cats are allowed, provided they are kept as pets and not kept, bred or maintained for commercial purposes. Cattle and horses are also allowed as long as they are kept fenced and to the rear of the lot with a set back of at least two hundred (200') feet from any road with no more than one cow or horse per every two acres under fence. No other types of outside animals shall be allowed.
 8. **Government regulations.** A state health department approved septic system must be installed for each dwelling. Driveway culverts must conform to county specifications which currently require that culverts must be galvanized metal and be a minimum of fifteen (15") inches in diameter.
 9. **Setbacks and Easements.** All buildings shall be set back at least fifty (50) feet from the road right-of-way. For the benefit of all neighbors, a ten (10) foot wide utility easement is reserved on the sides of each lot; a twenty (20) foot wide utility easement is reserved along the rear of each lot; and a twenty (20) foot wide utility easement is reserved along the front of each lot adjacent to the road right-of-way of each lot. The lots herein shall also be subject to all matters shown on the above referenced plat, including utility-drainage easements and setback requirements.
 10. **Joining Tracts.** No lot shall be divided to form a smaller lot; however, lots may be joined to establish a larger lot in which case the utility easements shall only apply to the outside lines. Once joined these lots shall not be re-subdivided.

These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the development, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in Table Top West Estates Subdivision, Section III to prosecute by 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 sue for damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the development, their heirs, assigns or successors, to institute any such action or proceeding.

These covenants and restrictions shall be binding for a period of twenty (20) years from the date of recording, and shall renew automatically for periods of ten (10) years, provided, however, that these covenants and restrictions may be altered or amended at any time by the affirmative vote of not less than sixty seven (67%) percent of the owners of the lots in the development. Each lot owned in fee simple (based on the original recorded plat and regardless of subsequent combinations) will constitute one vote.

Invalidation of any of these covenants and restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants and restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

The captions used herein are for convenience only. If there is some doubt or conflict between the caption and detail, then the detail shall take precedence.

These covenants and restrictions herein set out shall only apply to the property included in the deed to which this schedule is made a part of. They shall not be held or construed as creating any requirement on the part of the owner of the development, its assigns and successors, to restrict any other property which the owner now owns or hereafter

subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the Seller owns or may hereafter own within the vicinity of said property by virtue of the property herein conveyed being the subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly executed this 16th day of July, 2002

PLATEAU PROPERTIES, INC., TRUSTEE, Seller
By:

Edna Sue Patton
Edna Sue Patton, President

STATE of TENNESSEE)
COUNTY of PUTNAM)

Before me, a Notary Public, in and for said State and County, personally appeared Edna Sue Patton, with whom I am personally acquainted and who, upon oath, acknowledged herself to be President of Plateau Properties, Inc., Trustee, the within named bargainor, a Corporation, and that she as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Corporation by herself as President.

WITNESS my hand and seal of office at Crossville, Tennessee, this 16th day of July, 2002

SEAL

Rachel Howard
NOTARY PUBLIC

My commission expires: 9-22-2004