

**DECLARATION OF COVENANTS AND RESTRICTIONS
OF VANDEVER WOODS LOTS 1-42
PHASE I AND PHASE II
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WHEREAS, J. D. HATMAKER and wife, MARILYN HATMAKER, are the owners and developers of a subdivision called "Vandever Woods", which subdivision is described by Plat of record in the Register's Office of Cumberland County, Tennessee in Plat book 10, page 277, to which Plat reference is hereby made; and, *Plat book 10 page 278*

WHEREAS, for the benefit and protection of the future and present owners of tracts or parcels of property in said subdivision, and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be a matter of public record, and all lots hereafter held, owned, and conveyed in said subdivision shall be conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, J. D. HATMAKER and wife, MARILYN HATMAKER, impose upon the subdivision known as "Vandever Woods", the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. Easements are reserved for the installation and maintenance of utilities for a width of twelve (12) feet, (six feet left and six feet right) and parallel to all side and rear lot lines, and twenty (20) foot utilities parallel to all road right-of-way's.
2. All lots except Lot 43 shall be used for residential purposes only, and no merchant shops or commercial activities shall be permitted. However, Lot 43 is not subject to these restrictive covenants and can be used for any reasonable purpose.
3. Each lot shall have only one (1) single family-type residential dwelling. No lot may be resubdivided.
4. All structures, double wide mobile and modular homes shall have 1,200 square feet main floor size minimum heated space.
5. Any structure which is constructed upon a lot must be completed within one (1) year from the date construction begins.
6. No single wide mobile homes shall be permitted.
7. No campers, tents, and other temporary living structures shall be placed upon any lot.
8. All double wide mobile homes or modular homes shall have a solid foundation and blocks shall be painted to match the exterior of the home.
9. Any storage buildings that are built or purchased must have exteriors of painted wood, colored metal, colored vinyl, or painted blocks that match the exterior of the home.
10. No outside toilets shall be permitted on any lot and any septic systems and disposal of effluent shall conform to the requirements of the Cumberland County Health Department and the State of Tennessee in effect at the time any system is constructed.
11. No junk cars or unused cars shall be stored on the property.

Handwritten signature and notes:
M.H.
J.D. Hatmaker
4086 P.D. Box
Oct 25, 87
37881

12. No livestock shall be kept on the property for commercial purposes, but this rule shall not prohibit the maintenance of household pets. No swine or but this rule shall not prohibit the maintenance of household pets. No swine or poultry shall be kept or maintained on any lot.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

14. All yards and ditchlines in front of a residence must be mowed and all structures must be kept clean and well maintained.

15. No used double wide mobile or modular homes, shall be permitted on any lot and all double wide mobile or modular homes must be well maintained as long as they remain on any lot.

16. In case of wind, tornado, snow, ice storm, or other type damage, the exterior of any structure must be restored to the same condition the structure was in before being damaged.

17. Any additions to a double wide mobile or modular homes must be of similar materials and design as the original structure.

18. All dogs must be kept tied, in a dog pen, or inside a residence.

19. No obnoxious or offensive activity of any kind shall be carried out on any tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

20. Any lot owner and land developer may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, of both.

21. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of the Declaration are declared to be severable.

22. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchasers of all tracts within the subdivision and their respective heirs, assigns, successors and personal representatives, and any future owners of any interest in said tracts, and if said owner or owners of any of them, their respective heirs, assigns, successors and personal representatives, shall violate, or attempt to violate, the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any tract of property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such person or persons from committing an act of violation, or to recover damages for such violation.

23. Any or all of these covenants and restrictions may be changed, altered, eliminated, voided, or rendered ineffective by the written consent of all of the record owners and land developer of the property in the subdivision.

24. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

25. These covenants and restrictions shall only apply to the property herein conveyed and shall not be construed as creating any requirement that

developer restrict any of the remaining property owned by developer and located within the original tract, of which this property is a part.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on

the 5 day of February, 1999.

J. D. Hatmaker
J. D. HATMAKER

Marilyn S. Hatmaker
MARILYN S. HATMAKER

STATE OF TENNESSEE)
COUNTY OF CUMBERLAND)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **J. D. HATMAKER and MARILYN S. HATMAKER**, the within named bargainors with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who acknowledged that they executed the within and foregoing instrument for the purposes therein contained.

Witness my signature and seal of office this the 5th day of February, 1999.

Dale Waters
Notary Public

My commission expires: 1-30-2001



This Instrument Prepared By:
UPCHURCH, COLVARD, YORK & RAMSEY
Attorneys at Law
68 Woodmere Mall, Suite 101
Post Office Box 3549
Crossville, Tennessee 38557

State of Tennessee, County of CUMBERLAND
Received for record the 05 day of
FEBRUARY 1999 at 2:27 PM. (RECH 208884)
Recorded in official records GENERAL IN
Book 1029 pages 2228-2230
Notebook 11 Page 250
State Tax \$.00 Clerks Fee \$.00
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. GOSS

contract/restcov/vandwood

BK 1029 PG 2230