

Prepared by Bob Scarbrough
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DECLARATION OF RESTRICTIONS

WEST CREEK SUBDIVISION

Whereas, Bob Scarbrough and Charles Scarbrough, are the owners and developers of West Creek Subdivision, being described as Lots 1 through 35, by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 168, 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 conveyed in said subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations, and,

Now, Therefore, for and in consideration of the above premises, the following restrictions, reservations, and conditions, shall be imposed on West Creek Subdivision, and shall be deemed covenants running with the land:

- (1) Each lot shall be used solely and only for single family residential purposes. No commercial activity of any kind can be carried on upon any lot.
- (2) No lot shall be re-subdivided to form a smaller lot; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot. No road(s) shall be constructed on any lot, driveways only are permitted.
- (3) No noxious or offensive trade or activity shall be carried on upon said lots nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (4) The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including, but not limited to, junked automobiles or junked farm machinery of any sort, and household waste shall be kept in sanitary containers.
- (5) No animals, livestock, or poultry, except dogs, cats, or 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.
- (6) Tractors, trailers, tractor-trailer trucks, boats, motor homes and other like powered vehicles will be stored in the garage or out of sight as viewed from the street in front of the house. The parking of such vehicles in the driveway of the lot owner is permissible on a temporary basis only.

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- (7) No temporary building of any type or nature shall be maintained on any lot, and no trailer,
- (7) No temporary building of any type or nature shall be maintained on any lot, and no trailer, mobile home, modular home, motor home or any other type of movable home, basement, tent or garage shall be used at any time as a residence on any lot.
- (8) No modular or mobile homes shall be allowed. 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. All dwellings shall be erected on site, in a good and workmanlike manner and shall be maintained at all times in a good state of repairs. All dwellings will be constructed of new material and no exterior will be finished with asbestos shingles, tarpaper, or like material, but not to exclude vinyl. All dwellings shall be maintained so as not to become unsightly or tend to offend the normal sensibilities of other residents or owners surrounding the property.
- (9) No building shall be constructed, owned or permitted to remain on any lot other than one single family dwelling, and two additional buildings, including a detached garage, which must be even with or behind the dwelling. No barns are permitted.
- (10) All residences constructed shall have a minimum of 1,800 square feet of heated floor space, exclusive of porches, decks, and attached garages. Each residence shall have an attached two-car garage.
- (11) The driveway to each dwelling shall be concrete or asphalt surface. All exposed block foundations shall be faced with brick or stone. All roofs shall have at least seven (7) planes, and minimum roof pitch of 7/12. The roof covering a dormer shall not be counted as part of the seven (7) roof planes. One roof plane, such as a shed roof over a porch, may have a pitch of less than 7/12.
- (12) Following the commencement of construction of the dwelling, the exterior shall be completely finished within six (6) months. The exterior of the dwelling, including seeding of the yard, shall be completely finished within twelve (12) months of the commencement of construction. Landscaping around the dwelling shall be completed within eighteen (18) months.
- (13) Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect. These restrictions may be amended by a seventy-five percent (75%) majority vote of lot owners, with each owner having one vote per lot owned.
- (14) These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or 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 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 recover damages for such violation. This persons from committing an act of violation or to recover 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 subdivision, their heirs, assigns or successors, to institute any such action or proceedings.

- (15) 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, namely West Creek Subdivision. They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property, which the owner now owns or hereafter owns.

AMENDMENT TO RESTRICTIONS:

IN WITNESS WHEREOF, this declaration has been duly signed by the owners of West Creek Subdivision this the 2ND day of August, 2006.

Bob Scarbrough
Bob Scarbrough

Charles Scarbrough
Charles Scarbrough

State of Tennessee, County of CUMBERLAND
Received for record the 02 day of
AUGUST 2006 at 12:30 PM. (REC# 366945)
Recorded in official records GENERAL IN
Book 1238 pages 935- 937
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 17.00, Total \$ 17.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. WHITTENBURG

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Bob Scarbrough and Charles Scarbrough, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged the execution the foregoing instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the 2ND day of August, 2006.

Angela R. Pennington BK 1238 PG 937
Notary Public

My commission expires: 9-4-07

