

**CUMBERLAND MOUNTAIN RETREAT
PROPERTY OWNER'S ASSOCIATION, INC.
Crossville, Cumberland County, Tennessee**

DECLARATION OF RESERVATIONS & RESTRICTIONS

WHEREAS, Cumberland Mountain Retreat Property Owner's Association, Inc. is the owner of Cumberland Mountain Retreat Subdivision and Plat Numbers 11, 12 and 13 Subdivisions, which Subdivisions are described by plats of record in the Register's Office of Cumberland County, Tennessee, and that 150' easement abutting Plat Numbers 1 through 13 as described in the DEED FOR EASEMENT dated April 14, 1992, and recorded in the Register's Office, Cumberland County, Tennessee, and,

WHEREAS, for the benefit and protection of the future and present owners of said lots in said subdivisions, and for the establishment and maintenance of sound values for the lots in said subdivisions, it is desired that certain restrictions and reservations be imposed on said lots in said subdivisions, and be made a matter of public record, and property conveyed in said subdivisions be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the premises, Cumberland Mountain Retreat Property Owner's Association, Inc. imposes upon the said Cumberland Mountain Retreat Subdivisions the following restrictions, reservations and conditions, all of which shall be deemed COVENANTS running with the land:

1. The lots or parcels of land as shown on the attached "Schedule A" (with reference to the recorded plat) are designed so as to be included within one of the following categories or classifications:

(a) CLASS C: Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) detached single family dwelling house may be erected on any such lot or parcel of land, and such dwelling house shall consist of at least eight hundred (800) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc.

(b) CLASS D: Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) detached single family dwelling house may be erected on any such lot or parcel of land, and such dwelling house shall consist of at least six hundred (600) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc.

(c) CLASS M: Lots or parcels of land carrying this classification shall be used for residential purposes only, and not more than one (1) mobile home or detached single family dwelling house of at least six hundred (600) square feet of finished and heated living space, exclusive of any porches, carports, garages, patios, etc., shall be erected on any such lot or parcel of land, and mobile homes placed thereon must be erected on a permanent foundation. Mobile homes placed on any such lot shall not be less than six hundred (600) square feet of finished and heated living space.

(d) CLASS X: Lots or parcels of land carrying this designation shall be used for residential purposes only, and not more than one (1) detached single family dwelling house of at least six hundred (600) square feet of finished and heated living space, exclusive of porches, carports, garages, patios, etc., or not more than one (1) mobile home on a permanent foundation, or not more than two (2) camper trailers or other similar camping facilities may be placed on any such lot or parcel of land.

(e) CLASS XC: Lots or parcels of land carrying this designation shall be used for camping purposes only, and not more than one (1) detached single family dwelling cabin of at least three hundred (300) square feet of finished living space, exclusive of porches, carports, garages, patios, etc., or not more than two (2) camper trailers or other similar camping facilities may be placed on any such lot or parcel of land. No septic systems of any type shall be allowed on Class XC Camping lots.

(f) CLASS R: Lots or parcels of land carrying this designation may be used for residential purposes or commercial purposes.

(g) COMMON PROPERTIES: Parcels of land marked common property shall be used for recreational purposes for the benefit of such persons who are in full compliance with the reservations and restrictions, and other rules and regulations of the Cumberland Mountain Retreat Property Owner's Association, Inc., which may now or hereafter be in force.

*Cumberland
Plat 11, 12, 13
Subdivision
Crossville*

2. All dwelling, commercial, or camping units erected on lots or parcels of land within the Cumberland Mountain Retreat Subdivisions shall be constructed in a good and workmanlike manner, and shall be maintained at all times in a good state of repair. Upon the commencement of the construction of any dwelling, building, remodeling or room additions, such construction shall be completed within six (6) months from the commencement of such construction. Prior to beginning the construction of any dwelling, building, remodeling or room additions, the following procedures must be completed:

- (i) Obtain a permit from the Board of Directors before erecting a house or moving a mobile home onto any lot or parcel of land.
- (ii) Contact the Cumberland County Health Department for a permit for a septic tank and drain field lines.
- (iii) Contact the Volunteer Electric Cooperative concerning electric service.
- (iv) Contact the Cumberland Mountain Retreat Utility District for a water service tap-on.
- (v) All mobile homes must have underpinning installed and approved by the Board of Directors within sixty (60) days after being placed on any lot or parcel of land.

3. The establishment, maintenance and use of all lots or parcels of land within the subdivisions with regard to the disposal of sewage and effluent shall be done in strict compliance with currently existing State Health Regulations. In particular, no outside toilets shall be permitted on any lot or parcel of land in the subdivisions, and no waste or effluent shall be permitted to enter any of the lakes, streams, creeks or ditches within the subdivisions. Further, all sanitary arrangements must be inspected and approved by local or State Health Officers. All rear lot lines adjoining any lakes are at or above the high water mark of the lake, and no part of any sewage disposal system shall be installed closer than fifty (50) feet from the rear lot line of such lot or the high water mark of the lake adjacent to such lot.

4. The erection of any permanent or temporary dwelling or appurtenant building thereto shall be placed at least twenty (20) feet from the front and rear lines of the property, and at least ten (10) feet from the sidelines of any abutting property owner.

5. No animals or fowl shall be kept or maintained on any lots or parcels of land, except household pets, which pets must be confined to the owner's lot or parcel of land either by fence or chain, and on a leash and under the direct supervision of said owner while in the subdivision areas.

6. Cumberland Mountain Retreat Property Owner's Association, Inc., for itself, its successors and assigns, reserves easements for the installation and maintenance of utilities and drains parallel to and ten (10) feet from all lot lines, and reserves the right of ingress and egress to such areas for the purpose of maintaining, installing, servicing and operating any of the above mentioned installations.

7. Except for areas reserved as common property for recreational use, no boat docks, floats or other structures shall be constructed or built which extend into or onto any lake for more than fifteen (15) feet from the high water mark of such lake. Any and all materials used in such construction shall be of a nature such that said materials will not create any pollution of the water in the lakes.

8. All boats operated on any lake in Cumberland Mountain Retreat shall not be propelled by any auxiliary power except electric motors, oars, paddles, or the use of sails.

9. No noxious or offensive activity shall be permitted on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to any other property owner.

10. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste, including, but not limited to, junk vehicles or vehicle parts of any sort, and household waste of any sort. All lots or parcels of land shall be kept in a clean, neat, and sanitary condition.

11. All vehicles must be parked off roadways, and must be on property owner's lot.

12. No advertising activity of any kind shall be allowed on any lot or parcel of land classified as residential except a sign of not more than four (4) square feet advertising said lot or parcel of land for sale by the owner thereof, or by such owner's agent.

13. Property owners in Cumberland Mountain Retreat Subdivisions, by acceptance of a deed, or the entering into a contract for purchase of property in said subdivisions, covenants and agrees to pay to Cumberland Mountain Retreat Property Owner's Association, Inc., a duly registered Tennessee not-for-profit corporation, annual membership dues and such special assessments that may hereafter be charged by said corporation in accordance with its Charter and By-Laws.

The annual membership dues shall be set by the Board of Directors and approved by the Property Owners in good standing, in accordance with said Charter and By-Laws, at its Annual Meeting.

The annual membership dues shall be used by the Cumberland Mountain Retreat Property Owner's Association, Inc. for the following purposes:

- (a) Maintenance and upkeep of roads and roadsides, lakes, beaches, buildings, and all other common properties, whether real or personal, owned, operated or subject to the control of Cumberland Mountain Retreat Property Owner's Association, Inc.
- (b) Security systems to provide protection for the Association's property in the subdivisions, and assist in protecting the property of Association members located within the subdivisions.
- (c) Operational expenses including, but not limited to the payment of taxes, insurance, postage, office supplies, labor, equipment and materials used in connection with the operation of Cumberland Mountain Retreat.

In addition to the annual membership dues, Cumberland Mountain Retreat Property Owner's Association, Inc. may assess equally to each member a special assessment for the purpose of paying the costs of any construction, reconstruction, unexpected repair or replacement of equipment or common properties owned, operated or subject to the control of the Association, provided that any such assessment shall be agreed upon by an affirmative vote of fifty-one (51) percent of the members of the Association in good standing who are voting, in person or by proxy, at any annual or special membership meeting.

In the event a special meeting is held for the purpose of changing annual membership dues, or considering a special assessment, notice thereof shall be sent to all members of the Association entitled to vote at least thirty (30) days prior to such special meeting. Such matters may be acted upon at any regular annual meeting of the membership without notice.

In the event annual membership dues or special assessments are not paid when due, such amounts owed shall thereafter bear late charges at the rate of ten (10) percent per annum from the date of delinquency. Further, in the event it becomes necessary for the Cumberland Mountain Retreat Property Owner's Association, Inc. to take legal action to collect any delinquent payments, and any interest thereon, there shall be added to such payment amounts reasonable collection agency and/or attorney fees, and all court costs incident thereto. All membership dues and assessments, together with any late, collection, or legal fees or costs incident thereto, if any, shall be a charge on the land owned by the property owner, and shall be a continuing lien upon said property.

The lien of the annual membership dues and assessments provided for herein shall be subordinate to the lien of any first mortgage or first Deed of Trust now or hereafter placed upon any lot subject to said payments, provided, however, that such subordination shall apply only to the dues or assessments which have become due and payable prior to a sale or transfer of such property, pursuant to a foreclosure of such first mortgage or Deed of Trust, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for the lien of any dues or assessments thereafter becoming due, and of any such subsequent dues or assessments.

14. These reservation and restrictions shall be considered as covenants running with the land, and shall bind the purchaser of all lots or parcels of land in said subdivisions, their heirs, assigns and successors, and if owner or owners, or any of them, their heirs, assigns, and successors shall violate or attempt to violate the covenants or reservations or restrictions herein contained, it shall be lawful for any person or persons owning any lot or parcel of land in these subdivisions to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or reservation or restriction, and either to prevent such person or persons from committing any act of violation, or to recover damages for such violation.

15. Any invalidation of any of these covenants or reservations or restrictions shall in no way affect any other of the provisions herein, and shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, Cumberland Mountain Retreat Property Owner's Association, Inc. has executed this instrument by its duly authorized officers on the 7th day of November, 1992.


Robert J. Myers - President


James K. Hall - Secretary

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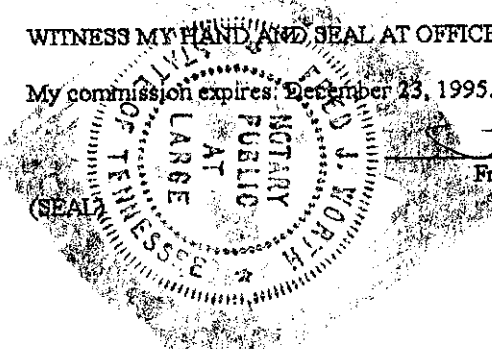
STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for the said State and County, ROBERT J. MYERS and JAMES K. HALL, the within named officers of Cumberland Mountain Retreat Property Owner's Association, Inc., with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL AT OFFICE this 7th day of November, 1992

My commission expires: December 23, 1995.



Fred J. Worth
Fred J. Worth - Notary Public

REVISIONS

Original:	Recorded November 10, 1969	Deed Book 096, page 101
Revision 1:	Recorded June 18, 1970	Deed Book 100, page 399
Revision 2:	Recorded September 18, 1975	Deed Book 163, page 282
Revision 3:	Recorded February 19, 1976	Deed Book 166, page 620
Revision 4:	Recorded March 15, 1977	Deed Book 179, page 591
Revision 5:	Recorded September 6, 1979	Deed Book 217, page 245
Revision 6:	Recorded June 12, 1980	Deed Book 226, page 218
Revision 7:	Recorded October 10, 1980	Deed Book 230, page 665
Revision 8:	Recorded April 17, 1990	Deed Book 398, page 551

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State of Tennessee, County of CUMBERLAND
Received for record the 25 day of
NOVEMBER 1992 at 1:14 PM. (RECN 98434)
Recorded in official records DEED
Book D441 Page 390-394
Notebook 8 Page 297
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 20.00, Total \$ 20.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register VELMA DAUGHERTY

cont 1 pg

SCHEDULE A

SECTION 2: Plat Book 8, Page 20, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 6, 9-12, 18-19, 49-94 inclusive.

Class D: Lots 1-5, 7-8, 13-17 inclusive.

SECTION 3: Plat Book 4, Page 7, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 95-97, 115-118, 196 inclusive.

Class M: Lots 98-103 inclusive.

SECTION 4: Plat Book 4, Page 27, recorded in the Register's Office of Cumberland County, TN

Class X: Lots 1-93 inclusive.

SECTION 6: Plat Book 6, Page 33, recorded in the Register's Office of Cumberland County, TN

Class X: Lots 601-652 inclusive.

SECTION 7: Plat Book 7, Page 3, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 701-704, 713-719 inclusive.

Class D: Lots 767-768, 777-778 inclusive.

Class X: Lots 705-712, 720-766, 769-776 inclusive.

SECTION 8: Plat Book 7, Page 52, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 1-8, 16-37, 74-80 inclusive.

Class D: Lots 38-73 inclusive.

Class R: Lots 9-15 inclusive.

SECTION 9: Plat Book 7, Page 53, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 908-920 inclusive.

Class D: Lots 901-907, 921-935 inclusive.

SECTION 10: Plat Book 7, Page 54, recorded in the Register's Office of Cumberland County, TN

Class C: Lots 1-9 inclusive.

SECTION 11: Plat Book 8, Page 79B, recorded in the Register's Office of Cumberland County, TN

Class XC: Lots 1-55 inclusive

SECTION 12: Plat Book 8, Page 79B, recorded in the Register's Office of Cumberland County, TN

Class XC: Lots 1-34 inclusive.

SECTION 13: Plat Book 8, Page 128, recorded in the Register's Office of Cumberland County, TN

Class XC: Lots 1-60 inclusive.

SECTION 14: 150' Easement abutting Plats 1 through 13 referred to in DEED FOR EASEMENT dated April 14, 1992, and recorded in the Register's Office of Cumberland County, TN

Class X: All current and future lots inclusive.