

THIS INSTRUMENT PREPARED

BY Vivian E. Kinner DECLARATION OF RESTRICTIONS

ADDRESS Crossville, TN DEN AND DELL SUBDIVISION
38555

WHEREAS, Dennis W. Tollett and wife, Elsie R. Tollett are the owners of Den and Dell Subdivision, being described as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 by Plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 9, Page 302, Slide 130B 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, Dennis W. Tollett and wife, Elsie R. Tollett imposes upon the Den and Dell Subdivision the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. The said property shall be used solely and only for single family residential purposes, necessary road beds and easements.

2. 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.

3. No animals 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 a manner as to constitute a nuisance to the neighborhood.

4. No noxious or offensive activity shall be carried on any lot or parcels of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

5. No lot or parcel of land shall be used or maintained as dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles or any sort or 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 in a clean and sanitary condition.

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See modification of building set-back lines, see S.B. 491, pg. 21. 7-21-95.M.M.

VIEW

6. All dwelling units erected on lots or parcels of land are herein restricted to single family dwelling only and shall be constructed new in a good workmanship like manner and shall be maintained at all times in a good state of repairs. No homes shall be built at any location and moved to said lots. 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, brick siding, tar paper, or like materials. No residence shall be occupied until construction is complete. A building erected shall have a solid foundation. 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 portion of two or more lots as shown on the Plat of said Subdivision, constituting a single homesite.

7. Anything in these restrictions to the contrary notwithstanding one outbuilding/storage building may be erected per lot. Said outbuilding/storage building cannot be erected within 70 feet of the road right-of-way and must be of similar design and construction of material of the residence constructed on said lot. Said outbuilding/storage building cannot exceed 150 square feet in size and the construction of same is governed by all the restrictions, reservations, and conditions set out in this document.

8. No residence shall be constructed thereon having less than 1000 square feet of heated living floor space, exclusive of porches, breezeways and attached garages. No carports shall be permitted. The construction of any home or other permanent structure shall be finished within six months from the date of the beginning.

9. No temporary buildings other than construction sheds, which are to be moved on the completion of the residence of any type of nature shall be maintained on said land; no trailer, mobile home, or any other type of movable homes, basement, tent or garage shall be at any time used as a residence of said land.

10. 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. Said sign shall be the customary and usual size used by real estate brokers in the general area.

11. All plans for any dwellings to be built in this Subdivision shall be reviewed by the owners, Dennis W. Tollett and wife, Elsie R. Tollett or their said appointee's, for the sole purpose of reviewing the esthetics of the exteriors. Said Developers reserve the right to reject any and all plans presented them if, in their sole opinion, same do not add to the total aesthetic value of the Subdivision.

12. 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.

13. Covenant Number 11 shall expire by it's own terms January 1, 2020. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

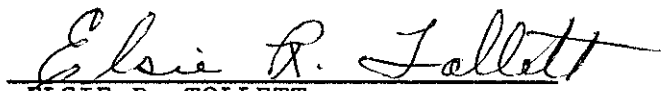
14. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said Subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt 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.

15. There is hereby reserved a utility easement on either side of the lot 6' and 8' on the back of each lot.

16. There is hereby a building setback line reserved 40' on the front and 10' on the sides and back.

IN WITNESS WHEREOF, Dennis W. Tollett and w;ife, Elsie R. Tollett have executed this instrument for the above purposes on the 16th day of February, ~~1990~~.
1995


DENNIS W. TOLLETT


ELSIE R. TOLLETT

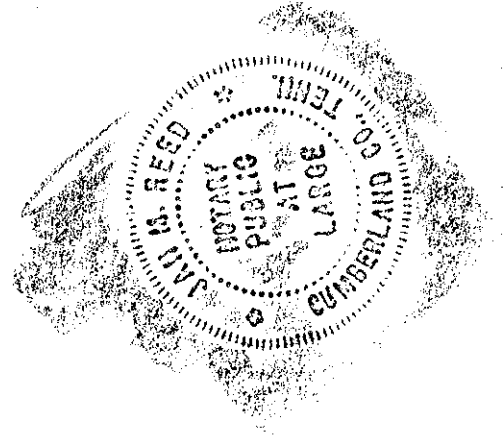
STATE OF Tennessee
COUNTY OF Cumberland

Personally appeared before me, DENNIS W. TOLLETT and wife, ELSIE R. TOLLETT with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 16th day of February,
1998.
1995

Jan M Reed
Notary Public

My commission expires: 3-1-98



State of Tennessee, County of CUMBERLAND
Received for record the 17 day of
FEBRUARY 1995 at 9:29 AM. (REC# 133954)
Recorded in official records DEED
Book D482 Page 482- 485
Notebook 9 Page 87
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register VELMA DAUGHERTY