

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND
EASEMENTS FOR FROST ESTATES ADDITION, Lots 2 - 7**

WHEREAS, Lois S. Turner is the owner of Frost Estates Addition, Lots 2-7 as shown on a plat of record in Plat Book 10, page 46, slide 46, Register's Office, Cumberland County, Tennessee, being a part of the real property conveyed to her by virtue of a deed of record in Deed Book 345, page 492, Register's Office, Cumberland County, Tennessee; and

WHEREAS, Lois S. Turner desires to impose the following restrictions, conditions, and easements upon said lots.

NOW, THEREFORE, I, Lois S. Turner do hereby impose upon Frost Estates Addition, Lots 2-7, the following restrictive covenants, conditions and easements:

(1) Each lot shall be used for residential and domestic agricultural purposes only, and no commercial activity shall be permitted on said property.

(2) No building shall be constructed or be permitted to remain on said property other than one single family dwelling, one detached garage and two other outbuildings for purposes of storage and/or sheltering domestic animals. No domestic animals shall be allowed to be kept on tracts smaller than two (2) acres. Two or more smaller tracts may be combined to meet the two acre minimum requirement.

(3) The exterior construction or finish of any residential dwelling constructed on said property shall not consist of any materials such as asbestos shingle board, brick siding, stone siding, or tarpaper finish. All buildings and improvements, including any fences, constructed on said property shall be completed in a good and workmanlike manner, and shall be maintained so as not to become unsightly or tend to offend the normal sensibilities of other residents or owners surrounding the property.

(4) Any residential dwelling erected on said property shall have a ground floor or main floor area of not less than 1250 square feet, exclusive of porches, carports, breezeways and attached garages.

(5) No structure of a temporary character, mobile home, modular trailer, basement, tent, shack, garage, barn, or outbuilding shall be used as a residence on said property at any time.

(6) Any dwelling or other outbuilding which may be erected on the property shall be located at least thirty (30) feet from any road and at least ten (10) feet from all other boundary lines.

(7) No outside toilets shall be permitted on said property and all septic systems and disposal of effluent therefrom shall conform to the requirements of the Cumberland County Health Department and the State of Tennessee which are in effect on the date such system is constructed.

(8) The construction of any dwelling or other outbuilding shall be completed within one year from the date construction begins.

(9) No animals shall be kept on the property for commercial purposes, but this shall not prohibit the maintenance of household pets or animals for domestic use on said property; provided, however, that no swine or poultry shall be kept or maintained on the property.

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(10) 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.

(11) Any future subdividing of these lots must be approved by the local planning commission or authorized authority.

(12) The foregoing restrictive covenants, conditions and easements shall be deemed to be covenants running with the land and shall be effective for a period of ten (10) years from the date of the execution hereof, at which time said covenants shall be automatically extended for ten (10) years unless changed, modified, or eliminated by an instrument in writing signed by a majority of all persons owning property within Frost Estates Addition, Lots 2-7 as set out on the plat above described.

Executed this 28th day of September, 1995.

Lois S. Turner

LOIS S. TURNER

STATE OF TENNESSEE

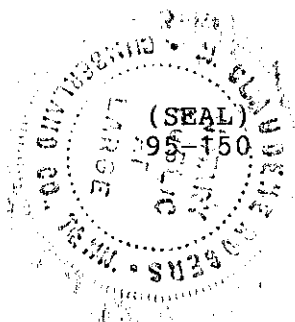
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, LOIS S. TURNER, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AT OFFICE this 28th day of September, 1995.

My commission expires: August 25, 1998

M. Claude Lopez
Notary Public



THIS INSTRUMENT PREPARED

BY Sabine & Douglas P.C.

ADDRESS P.O. Box 422
Crossville, TN 38557

State of Tennessee, County of CUMBERLAND
Received for record the 28 day of
SEPTEMBER 1995 at 1:45 PM. (RECH 144633)
Recorded in official records DEED
Book D495 Page 299-300
Notebook 9 Page 323
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 8.00, Total \$ 8.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register VELMA DAUGHERTY

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