

DECLARATION OF RESTRICTIONS
KINGSGATE SUBDIVISION

WHEREAS, Morris Eugene Turner and wife Ella K. Turner are the owners of Kingsgate Subdivision, Phase 2, being described as Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 39, 40, 41, 42, 43, 44, 45, 46, and 47 by Plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 9, page 250, Slide 104-B 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, Morris Eugene Turner and wife, Ella K. Turner imposes upon the Kingsgate Subdivision, Phase 2, 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.

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.

3. 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.

4. 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 manner as to constitute a nuisance to the neighborhood.

5. No noxious or offensive activity shall be carried on 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.

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

7. All dwelling units erected on lots or parcels of land are herein restricted to single family residences only and shall be constructed new in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No homes shall be moved onto said lots from any location, nor shall any homes 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. Any exposed block foundations shall be faced with brick, stone or stucco; any building erected shall have a solid foundation and no imitation siding shall be used thereon. 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 on a portion of two or more lots as shown on the Plat of said Subdivision, constituting a single homesite.

8. Anything in these restrictions to the contrary notwithstanding one outbuilding/storage building may be erected per lot. Said outbuilding/storage building can not be erected within 100 feet of the road right-of-way and must be of similar design and construction material of the residence constructed on said lot. Said outbuilding/storage building can not 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.

9. No residence shall be constructed thereon having less than 1500 square feet of heated living floor space, exclusive of porches, car ports, breezeways and attached garages. The driveways to such residences shall be paved with a bituminous coal product or concrete. The construction of any home or other permanent structure shall be finished within six months from the date of beginning.

10. No temporary buildings of any type or nature shall be maintained on said land; no trailer, mobile home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence of said land.

11. 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.

12. All plans for any dwellings to be built in this Subdivision shall be reviewed by the owners, Morris Eugene Turner and wife, Ella K. Turner, 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.

13. 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.

14. There is hereby reserved a utility easement in favor of the city of Crossville from each dwelling to the road five (5) feet on either side of the sewer line and pump to be installed as the dwellings are built.

15. Covenant Number 12 shall expire by its own terms January 1, 1999. All other covenants, conditions and restrictions shall remain in full force and effect and shall not be released or modified.

16. 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.

IN WITNESS WHEREOF, Morris Eugene Turner and wife, Ella K. Turner, have executed this instrument for the above purposes on this 3rd day of May, 1989.

Morris Eugene Turner
MORRIS EUGENE TURNER
Ella K. Turner
ELLA K. TURNER

STATE OF TENNESSEE
CUMBERLAND COUNTY

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Morris Eugene Turner and wife, Ella K. Turner, the within named bargainer, with whom I am personally acquainted, and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

Witness my hand seal of office on this the 3rd day of May, 1989.

My commission expires:
October 1, 1991

Dorline M. Neely
Notary Public

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STATE OF TENNESSEE, CUMBERLAND COUNTY
The foregoing instrument or certificate were noted in Note Book 3 Page 344 & 331 of Book 819 Page 997 State Tax Paid \$ Fee Recording Fee 11.00 Total \$ 11.00
Witness My Hand
Receipt No. 39494
Judy Graham Seafors, Register

