

Prepared by Johnnie L. Reeves
1174 N. Main Street, Crossville, TN 38555

DECLARATION OF RESTRICTIONS
RED ROAD SUBDIVISION

WHEREAS, Johnnie L. Reeves and wife, Linda J. Reeves and Grady E. Taylor and wife, Diane Taylor, are the owners and developers of Red Road Subdivision, being described as Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 171 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, Johnnie L. Reeves and wife, Linda J. Reeves and Grady E. Taylor and wife, Diane Taylor, impose upon the Red Road Subdivision, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. 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.

2. No hogs to be kept on the property for commercial use.

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

Pioneer

4. 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.

5. All dwelling units erected on lots or parcels of land shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No exterior will be finished with asbestos shingles, tar paper, or like material, but not to exclude vinyl.

6. No residence shall be constructed thereon having less than 700 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages; however, mobile homes shall also be permitted with a minimum width of a 14' and a minimum length of 50'. Double wide and modular homes are also permitted and will be at least 700 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages.

7. All homes must be attractive and neat in appearance and nicely painted and maintained on the exterior. All mobile homes must be underpinned within six (6) months.

8. 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.

9. 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 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.

10. These covenants and restrictions herein set out shall only apply to the lots 7 thru 18 included in the plat of Red Road Subdivision, said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 171. 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, irrespective of whether any such property is contiguous or adjacent to Red Road Subdivision, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may own within the vicinity of Red Road Subdivision by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

State of Tennessee, County of CUMBERLAND
Received for record the 13 day of
JUNE 1997 at 10:41 AM. (REC# 177568)
Recorded in official records DEED
Book 0533 Page 599-602

IN WITNESS WHEREOF, this declaration has been duly signed by
the owner of Red Road Subdivision this the 12th day of
June, 1997.

Johnnie L. Reeves
Johnnie L. Reeves

Linda J. Reeves
Linda J. Reeves

Grady E. Taylor
Grady E. Taylor

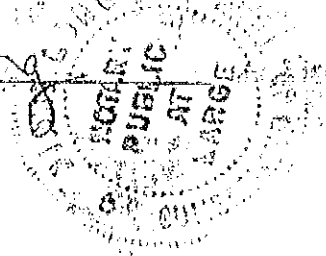
Diane Taylor
Diane Taylor

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Notebook 10 Page 190
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 16.00, Total \$ 16.00.
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register HESTY H. GRAHAM

Before me, the undersigned authority, a Notary Public in and
for said State and County, personally appeared Johnnie L. Reeves
and wife, Linda J. Reeves, 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 12th
day of June, 1997.

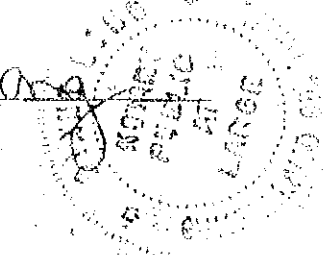
Diane Taylor
Notary Public


My commission expires: 11-12-00

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and
for said State and County, personally appeared Grady E. Taylor,
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 13th
day of June, 1997.


Diane Taylor
Notary Public


My commission expires: 11-12-00

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Before me, the undersigned authority, a Notary Public in and
for said State and County, personally appeared Diane Taylor, 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. **BOOK 0533 PAGE 602**

Witness my hand and official seal of office on this the 13th
day of June, 1997.

Diane Taylor
Notary Public


My commission expires: 11-12-00