

THIS INSTRUMENT PREPARED
BY Swafford & Looney
ADDRESS Crossville, Tenn.

DECLARATION OF RESTRICTIONS
VOLUNTEER HEIGHTS ADDITION SUBDIVISION

WHEREAS, Millard V. Oakley is the owner of Volunteer Heights Addition Subdivision, which Subdivision is described by Plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 7, pages 37; 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, Millard V. Oakley imposes upon the Volunteer Heights Addition 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 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

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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 herein restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. 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. No residence shall be constructed thereon hav-

less than 1800 square feet of heated 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.

9. 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 on said land.

10. 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.

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

12. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provi-

sions herein and those not so invalidated shall thereafter remain in full force and effect.

IN WITNESS WHEREOF, Millard V. Oakley, has executed this instrument for the above purposes on this the 8th day of November, 1974.

Millard V. Oakley
Millard V. Oakley

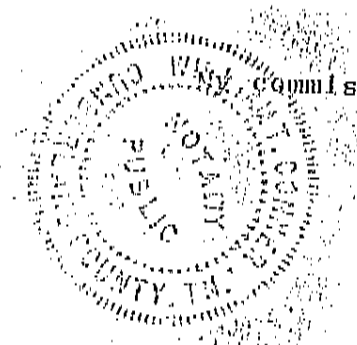
State of Tennessee }
Cumberland County }

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared Millard V. Oakley, 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 and seal of office on this the 8th day of November, 1974.

William T. ...
Notary Public

My commission expires: 8-26-78



STATE OF TENNESSEE, CUMBERLAND COUNTY
... and ... were noted in Note Book 0, Page 239 At 8:30 clock AM Nov 14, 1974
... Book 156, Series 636 State Tax Paid \$ Fee Recording Fee 8.00 Total \$ 8.00
Witness
Receipt No. 32116
Rhoda Mae Davis
Recorder
Judy ...
Dep. Recy.

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