

TO WHOM IT MAY CONCERN:

Restrictive Covenants, Limitations and Reservations on Shadowmont Estates, Crossville, Tennessee

The following restrictive covenants and conditions shall be applicable to and binding upon those certain residential lots of Shadowmont Estates as shown on a certain plat or plats of Shadowmont Estates, filed or to be filed for record in the Register's Office, Cumberland County, Tennessee.

1. Said lots shall be used exclusively for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. All dwellings to meet FHA requirements.

2. No residence of less than 1300 sq. ft. of living space, excluding porches, basements and garages, for a one story dwelling, nor less than 1500 sq. ft. for a dwelling of more than one story, shall be erected or constructed on any lot. All two (2) and two and one-half ( $2\frac{1}{2}$ ) story dwellings must have either a two-car carport or two-car garage, no less than 18 feet wide. All one story dwellings must have either a carport or a garage not less than 14 feet wide. All dwellings must have a minimum exterior construction of 50% masonry (brick or stone). No fencing over 3 feet in height is to be erected and no closer to the street than the front building set-back line.

3. No animals or fowl shall be kept or maintained on said lots except customary household pets.

4. No building shall be located on any lot nearer than 50 feet from the front line of the property nor within 10 feet from the line of any abutting owner or 30 feet from any side street.

5. Easements, over, through and upon said lots for the installation and maintenance of utilities and drainage facilities are reserved on the front 6 feet of said lots, plus a 6 foot wide strip on each side of said lots.

This Instrument Prepared By Bean & Bean, Attys.  
201 West First St. Crossville, Tenn.

6. No noxious or offensive trade or activity shall be carried on upon said lots nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of said lots has been recorded, agreeing to change said covenants in whole or in part.

9. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this 2nd day of December, 1968.

SHADOWMONT ESTATES  
ToCoHo, Inc.

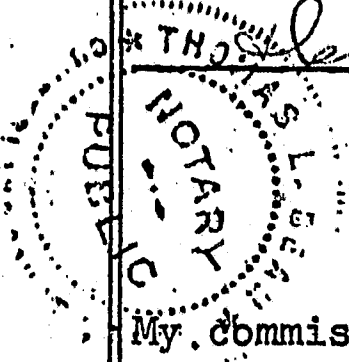
By

Hubert Tollett  
Hubert Tollett, President

State of Tennessee }  
Cumberland County }

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Hubert Tollett, President of ToCoHo, Inc., Owner and Developer of Shadowmont Estates, the within named bargainer, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and expressed.

Witness my hand and seal of office, this the 2<sup>nd</sup> day of December, 1968.



Thomas L. Bean  
Notary Public

My commission expires: 4-24-71.

State of Tennessee,  
Cumberland County:

I hereby certify that the foregoing instrument and certificate were filed for registration at 10:05 A. M., Dec. 6, 1968. Noted in Note Book "L", page 296, and recorded this Dec. 6, 1968.

Gladys H. Demick  
Register