

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**CROSSROAD VILLAGE, PHASE III, UNIT 1**

**WHEREAS, Spence Walton, (hereinafter “Developer”), is the owner of Crossroad Village, Phase III, Unit 1, a plat of which appears of record at Book PL12, page 181, Register’s Office, Cumberland County, Tennessee, which plat is incorporated herein by reference thereto, (“Subdivision”); and,**

**WHEREAS, these restrictive covenants and restrictions shall be made a matter of public record, and the property in said Subdivision shall be conveyed subject to such restrictions and reservations.**

**NOW, THEREFORE, in consideration of the premises, Developer imposes upon the Subdivision the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land, to-wit:**

1. The parcels in the Subdivision shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any lot. All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. No parcel shall be re-subdivided. With the exception of those activities involving the construction and sale of improved or unimproved lots within the Subdivision, no commercial activities shall be permitted to be carried on from any lot or dwelling unit, which is inconsistent with any applicable zoning and building code restrictions, if any, and/or increased vehicular traffic to and from the lot or residence so as to constitute a nuisance. L+C

2. Only one (1) single-family dwelling shall be erected on each lot. Each dwelling shall contain not less than 1000 square feet of heated and enclosed first floor space, exclusive of basements, second floors, porches, garages, terraces, and patios. In addition to the dwelling, only one (1) additional permanent improvement, which shall be a storage building, not in excess of 250 square feet, may be constructed on each lot, provided, however, any such storage building shall be built of the same material as that of the dwelling, and the exterior of the building shall match that of the dwelling in appearance and material. No such storage building shall be constructed before the residence is completed.

3. The only flag of any type that shall be displayed, if any, on each lot parcel is the official flag of the United States of America, but such flag shall not be larger than 100 inches by 100 inches. Notwithstanding the forgoing, Developer reserves to itself, within its sole and unfettered discretion, the right to approve or reject the type of any such flag, and no flag shall be flown without the prior written consent of the Developer.

**This instrument prepared by:  
LOONEY, LOONEY & CHADWELL, PLLC  
156 Rector Avenue, Crossville, Tennessee 38555**

4. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been fully completed, the term "completion" to be defined according to the reasonable discretion of the Developer. Construction of a dwelling shall be fully completed within six (6) months from the date of the visible commencement of construction, except in the case of Acts of God. No mobile homes, trailers, basement, tent, shack, garage, barn or other outbuildings shall be used at any time as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. No outside clothes lines, or other device utilized for drying clothes, airing out rugs, bedding, or other household items, shall be erected or placed on any lot or improvements located thereon, whether for temporary or permanent use. Wires, poles, aerials, antennae, satellite dishes and other facilities for the transmission or reception of audio or visual signals or electricity shall be kept and maintained, to the extent reasonably possible, and to greatest extent permitted by law, underground or within an enclosed structure. No electronic or radio transmitters of any kind other than garage door openers, or cordless telephones or wireless computer network systems, and cell phones, shall be operated in or on any structure or within owner's lots.

6. It is further intended that these Restrictions conform to all set-backs, easements and other matters appearing on that certain plat of record in Book PL12, page 181, Register's Office, Cumberland County, Tennessee, and, where discrepancies, if any, exist, said plat shall control. Set-back areas shall be as set forth on the recorded plats for the Subdivision, and no houses or other structures of any kind or type shall be built or placed in any of said set-back areas.

7. All homes shall have a sewage disposal system approved by the City of Crossville, and there shall be no deviation from the same. All propane tanks must be hidden from view in a manner permitted by applicable regulations, subject however to the direction and written approval of the Developer within its reasonable discretion. No window air conditioning units are permitted. No "for sale" signs are permitted except for those specifically approved by the Developer in the Developer's sole and unfettered discretion, which, if approved by Developer, must be in writing in advance.

8. No animals shall be allowed in the subdivision, with the exception of dogs and cats, and dogs and cats will be kept so as not to violate the "leash laws" of the State of Tennessee. No such dogs and cats shall be permitted to be a nuisance or to run loose throughout the subdivision. Only those dogs restricted by leash shall be permitted. Without limiting the foregoing Restrictions, it is emphasized that neither poultry nor swine are permitted in the Subdivision. No dogs or cats shall be kept or used for commercial purposes. Notwithstanding anything herein to the contrary, no more than four dogs shall be permitted

per parcel or lot, and, without exception, no dogs greater in weight than 80 pounds shall be permitted on any parcel, except for service animals, which service animals must be approved in advance by the Developer within its reasonable discretion, which approval will not be unreasonably withheld so long as the resident provides proof of status as a service animal. Notwithstanding the foregoing, the Developer reserves the right in its sole and absolute discretion to prohibit any animal that is found at any time, when outside a residence, not to be under leash control by its owner or owner's agent

9. No noxious or offensive activity shall be permitted on any parcel of land in the Subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. Removal or remediation of any such noxious or offensive activity or obnoxious or disharmonious improvements or changes may be conducted or enforced by the Developer by any means available at law and in equity, including entry upon the lot and removal by the Developer, its successors and assigns, without any form of liability to the Developer, its successors and assigns, and owner shall bear all the costs of the same, including removal costs, and the costs of reasonable attorney fees, court costs and expenses, at the trial and appellate levels, and discretionary costs.

10. No parcel of land in the Subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles, motorcycles, campers, and recreational vehicles of any sort, and household waste, which household waste shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition. All trash, including bulk trash, must be disposed of at sites approved by the local City, County or State authorities, and each lot owner shall comply with the same.

11. Tractors, trailers, trucks, (except pickups), boats, boat trailers, lawnmowers, motorcycles, (unless the motorcycles are in active use), and other like powered vehicles along with, and including, travel trailers, cargo trailers, recreational vehicles, campers, tent campers, (including "pop-ups" and "pop-outs"), shall be stored or parked in the garage, outbuilding or off premises. Notwithstanding the forgoing, any of the forgoing items may be parked or stored in the back yard, but only if the perimeter of the back yard is fully enclosed by vinyl fencing. No commercial vehicles or trailers shall be permitted on any parcel, except for deliveries. No automobiles or other vehicles which are operable or inoperable, shall be repeatedly parked, kept, repaired or maintained on the street, in any common areas, or in the front or side yard of any lot where said automobiles or vehicles would be readily visible from the street, including both streets in the case of corner lots.

12. All provisions of this Declaration and rules and regulations or use restrictions which govern the conduct of owners and which provide for sanctions against owners shall also apply to all occupants of any residence, and their guests and invitees.

13. No above-ground pools shall be erected, constructed or installed on any residential lot unless located in the back yard, but only if the perimeter of the back yard is fully enclosed by vinyl fencing. All in-ground pools, if any, shall be in the backyard and fenced with a locked entrance gate or door.

14. Until Developer, if ever, executes and records an Amended Declaration divesting itself of the right to do so, Developer, its successors or assigns, may amend, supplement, revise, waive or modify any part or all of this Declaration, regardless of whether Developer owns any lot or portion of the Subdivision. Supplementing this Declaration by adding additional properties, which Developer may do within its sole and absolute discretion, shall not be construed as a material change in the property rights of lot or parcel owners. Developer reserves unto itself the sole and exclusive right, to be exercised in its sole and unfettered discretion, to grant variances with regard to this Declaration and the covenants and restrictions herein, and to amend, supplement, revise, modify and restate the same, (including the creation of additional restrictions after the conveyance of lots or parcels to subsequent purchasers who will be subject to the same, without advance notice), at any time.

15. All provisions, covenants, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Developer, and the purchaser or owner of any parcel in the Subdivision subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. These Covenants and Restrictions shall run the property and shall be binding upon all parties and all persons claiming under them in perpetuity.

16. These restrictions shall be considered as covenants running with the land and shall be binding upon the purchaser of each parcel of land in said Subdivision, his or her heirs, successors and assigns, and subsequent purchasers, their heirs, successors and assigns. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by anyone having the right to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Developer shall have and hold, and there is hereby reserved to it, its successors and assigns, the sole and exclusive right to enforce these covenants and restrictions, and to collect all reasonable attorney fees and costs and expenses associated with the enforcement contemplated herein.

17. With respect to any property owned by Developer that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material, which is not of record in the Register's Office of Cumberland County, Tennessee. Brochures, advertisements, unrecorded plats, course of trade, existing development, etc. shall not be construed as legal documents, writings or implications that purport to create any legal right.

18. It is expressly agreed that if any one or more of the conditions, restrictions, or covenants herein contained shall be held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity or effectiveness of the other conditions, restrictions, or covenants herein contained. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws for rules of any governmental agency, they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

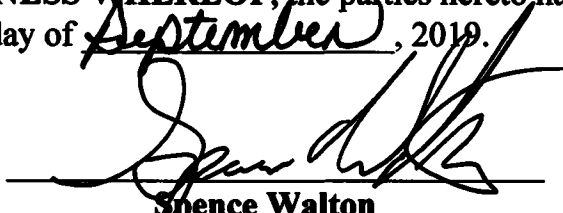
19. Notwithstanding any restrictive covenant herein to the contrary, all fences in the Subdivision must be four (4) feet in height, and fences shall only be permitted for the purpose of enclosing part or all of the perimeter of the lot. Further, all fences must be vinyl fences and must be black in color.

20. In the event that any property owner in the Subdivision brings a claim of any kind or type whatsoever against the Developer, its assignees or designees, or sues the Developer, its assignees or designees, the claimant owner shall pay to the Developer all of Developer's reasonable attorney fees, court costs and expenses, at the trial and appellate levels, including without limitation, expert witness fees, in the event the Developer prevails in any such claim, suit or action.

21. Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration, may be assigned to any one or more corporations, entities or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instruments in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein reserved to and assumed by the Developer, and the Developer shall be released from the same.

22. The laws of the State of Tennessee shall control in the interpretation of these Covenants and Restrictions. As used in this Declaration, words used in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

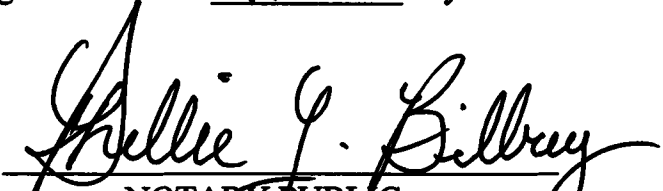
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the 11<sup>th</sup> day of September, 2019.

  
Spence Walton

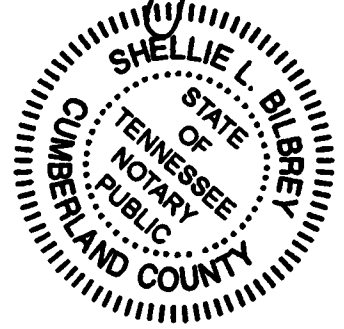
State of Tennessee )  
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Spence Walton**, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), 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 signature on this 11<sup>th</sup> day of September, 2019.

  
NOTARY PUBLIC

My commission expires: 9-7-21



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|-----------------------|-------|
| 6 PGS:AL-RESTRICTIONS |       |
| BATCH: 134616         |       |
| 09/11/2019 - 10:58 AM |       |
| VALUE                 | 0.00  |
| MORTGAGE TAX          | 0.00  |
| TRANSFER TAX          | 0.00  |
| RECORDING FEE         | 30.00 |
| DP FEE                | 2.00  |
| REGISTER'S FEE        | 0.00  |
| TOTAL AMOUNT          | 32.00 |

STATE OF TENNESSEE, CUMBERLAND COUNTY  
JUDY GRAHAM SWALLOWS  
REGISTER OF DEEDS