

Prepared by HUGH HENDRICKS, Attorney, P.O. Box 66,
Crossville, TN 38555

Send tax statement to Homer Houston Threet, Rt. 11,
Crossville, TN 38555.

For and in consideration of the sum of One Dollar and other
and additional good and valuable consideration not herein mentioned,
WE, CLAUDE L. TURNER and wife, LOIS S. TURNER, have sold
and do hereby sell, transfer and convey to HOMER HOUSTON THREET
and wife, MAMIE EVA THREET, their heirs and assigns, the within
described tract or parcel of land, forever.

Said real property is located in the EIGHTH (8th)
Civil District of Cumberland County, Tennessee, and
more fully described as follows:

Located on the South side of the Earl Jones Road

"BEGINNING on a metal stake in the Southern R.O.W.
of the Earl Jones Road, said stake being the North-West
corner of the original tract of which this tract is
a part; thence with said road R.O.W. South-75 degrees-
35 minutes-42 seconds-East 263.96 feet to a point;
thence continuing with said road R.O.W. South-77 degrees-
35 minutes-43 seconds-East 175.82 feet to a metal stake;
thence leaving said road R.O.W. South-05 degrees-08
minutes-44 seconds-East 1156.56 feet to a metal stake;
thence North-88 degrees-09 minutes-21 seconds-West
357.18 feet to a metal stake; thence North-07 degrees-
56 minutes-12 seconds-West 1255.97 feet to the point
of BEGINNING. Containing 10.48 acres more or less."

Being a part of the land described in deed to
Claude L. Turner of record in Deed Book 169,
pages 94 & 95, Register's Office in Cumberland
County, Tennessee.

TO HAVE AND TO HOLD said real property to said
Grantees, SUBJECT TO the matters herein set out, forever.

THIS CONVEYANCE IS MADE SUBJECT TO the following
set out restrictive covenants which attach to and run with
the land and become covenants real and are binding upon the
said Grantees, their heirs and assigns and all persons who
own any part of said real property, until May 11, 1982, at
which time they then automatically renew themselves for four
(4) successive period of five (5) years each until such time
as the majority of the owners of the various tracts of the

original tract of land of which this is a part, release said covenants real, in whole or in parts. Said covenants real are as follows:

1. ~~The property shall be used for residential and domestic agricultural purposes only, and no commercial activities shall be permitted on said property.~~
2. From and after 5 years from the date hereof, said property may be resubdivided into smaller parcels of not less than one acre.
3. Upon the property as presently described, and upon each such parcel as may be subdivided after the aforementioned 5 year period, no building shall be constructed or permitted to remain on said property other than one single family dwelling, one detached garage, and one other outbuilding for purposes of storage and/or sheltering domestic animals.
4. The exterior construction or finish of any residential dwelling constructed on said property shall not consist of any imitation siding such as asbestos shingle board, brick siding, stone siding or tarpaper finish. All buildings and improvements, including any fences, constructed on said property shall be completed in a good and workmanlike manner, and shall be maintained so as not to become unsightly or tend to offend the normal sensibilities of other residents or owners surrounding the property.
5. Any residential dwelling erected on said property shall have a ground floor or main floor area of not less than 1,000 square feet, exclusive of porches, carports, breezeways and attached garages.
6. No structure of a temporary character, mobil home, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence on said property at any time.
7. Any dwelling or other outbuilding which may be erected on any of the property or any subdivided parcel shall be located at least 50 feet from any roads and at least 30 feet from all other boundary lines.
8. No outside toilets shall be permitted on said property and all septic systems and disposal of effluent therefrom shall conform to the requirements of the Cumberland County Health Department and the State of Tennessee which are in effect on the date such system is constructed.
9. The construction of any dwelling or other outbuilding shall be completed within one year from date construction begins.
10. No animals shall be kept on the property for commercial purposes, but this shall not prohibit the maintenance of household pets or animals for domestic use on said property; however if any swine or poultry is kept on property, they will be confined to the rear half of said property away from road and houses.

11. The property shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to junked automobiles or farm machinery of any sort, and household waste shall be kept in sanitary containers.

12. No advertising signs or activity shall be permitted on the property.

13. The foregoing covenants shall be deemed to be covenants running with the land and shall be effective for a period of 5 years from the date hereof at which time said covenants shall be automatically extended four successive 5 year periods, unless changed, modified or eliminated by an instrument in writing signed by a majority of all persons owning property within the original boundary of 30.5 acre tract purchased by grantors and of which the property conveyed herein is a part.

14. If the grantee(s) herein, their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein set out, it shall be lawful for any other person or persons owning any real property within the immediate vicinity of the property conveyed herein, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent them from doing so, or to recover damages or other dues for such violation.

15. These covenants and restrictions shall only apply to the property herein conveyed and shall not be construed as creating any requirement on the part of grantors herein or their heirs or assigns, to restrict any of the remaining property located within the original 30.5 acre tract, of which this property is a part, from being used for purposes other than residential, and from being conveyed subject to the same, similar, different, or any of the covenants and restrictions herein set out. No negative reciprocal covenants or implied or equitable covenants of any nature shall be deemed to arise or be created as to any of the remaining property owned by grantors in the aforementioned 30.5 acre tract by virtue of the property herein conveyed being subject to the foregoing covenants; and, grantee(s) herein, their heirs and assigns, acknowledge and accept this provision in purchasing said property,

We covenant to and with the Grantees herein, their heirs and assigns, that we are lawfully seized of said land; that we have a legal right to convey the same; that it is unencumbered excepting for the 1977 taxes; that we will forever warrant and defend the title thereto against the lawful claims of any and all persons whomsoever. We bind our heirs and assigns by the foregoing covenants and warranties.

WITNESS OUR HANDS this the 24th day of May, 1977.

Claude L. Turner
CLAUDE L. TURNER

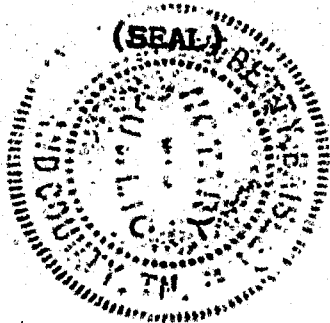
Lois S. Turner
LOIS S. TURNER

STATE of TENNESSEE
CUMBERLAND COUNTY

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, CLAUDE L. TURNER and LOIS S. TURNER, with whom I am personally acquainted and who acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE in Crossville, Cumberland County, Tennessee, the 24th day of May, 1977.

My commission expires: 9-10, 1978.



Betty Basler
Notary Public



STATE OF TENNESSEE, CUMBERLAND COUNTY

or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$15,000.00 which amount is equal to or greater than the amount which property transferred would equal in a voluntary sale.

Amt. Tax Paid \$ 39.00

Subscribed and sworn to before me this the 25th day of May, 1977 Affiant Rhonda Wiggett

Margaret McDowell
Dep. Reg.

STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument and certificate were noted in Note Book P, Page 329, at 3:20 o'clock PM on May 25, 1977 and recorded in Deed Book 182 Series 179 State Tax Paid 39.00 Fee 50 Recording Fee 5.00 Total 347.50

Witness My hand Receipt No. 13006

Rhonda M. Davis
By: Margaret McDowell
Dep. Reg.

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