

**ALTERED RESTRICTIONS OF ALLARDT ESTATES
AS FILED BY THE ALLARDT ESTATES
PROPERTY OWNERS ASSOCIATION**

WITNESSETH

WHEREAS, Restrictions of ALLARDT ESTATES were previously filed in the Register of Deed's Office of Fentress County, Tennessee on August 28, 1975 in Misc. Book 34, Page 128;

WHEREAS, recently the property owners of ALLARDT ESTATES have formed a property owners association known as the Allardt Estates Property Association;

WHEREAS, Meta Potter, a/k/a Meta C. Whitehead, is now the developer of Allardt Estates by virtue of that conveyance from Charles M. Whitehead recorded in Deed Book S-6, Page 477 of the Register of Deeds Office of Fentress County, Tennessee;

WHEREAS, in accord with paragraph fourteen of the Restrictions filed in Misc. Book 34, Page 128 of the Register of Deeds Office of Fentress County, Tennessee they desire to alter, delete, and/or further define the Restrictions.

NOW THEREFORE, to reiterate the previous Restrictions on said property as described in Deed Book F-5, Page 48 in the Register of Deeds Office of Fentress County, Tennessee to which reference is hereby made for a full and complete description and restate said restrictions as follows:

1. The grantee or grantees or their assigns or successors in interest shall not sub-divide property conveyed to them in the Allardt Estates, but the property shall remain intact as a single unit, and any grantee or grantees or their assigns or successors in interest shall use the property exclusively for residential purposes. The parties agree that any lot purchased as a single lot, which does not have a dwelling on it on the date of conveyance, may not be subdivided; but that lot, whether adjacent to another lot of the same property owner which does have a dwelling on it, is not necessarily combined forever with the adjacent dwelling lot.

2. No grantee or grantees nor their assigns nor their successors in interest may use any tract in the Allardt Estates for streets, highways, or roads, without the consent, in writing, of no less than two-thirds of

the property owners within the Allardt Estates.

3. Fencing on any lot in the Allardt Estates shall be limited to woven wire, chain link, painted wood, or split rail. Other fencing, expressly barbed wire fencing, shall specifically be prohibited..

4. Any building or buildings constructed on any Lot in the Allardt Estates shall be no closer than 30 feet from any adjoining property line. There is excepted from this Restriction due to previous agreement the Lot Numbers 8, 34, 28, 23 + 17, 7, 15, 21 + 27, and 46, but only as to any building built previous to the execution of this agreement. Parties further agree that any out-building shall be behind or beside the dwelling. Parties expressly accept Lot Number 20, as it is as of the execution of this agreement.

5. Any grantee or grantees, their assigns or successors in interest, shall have no drive-way other than drive-way connecting directly with roads built by the property developer, and all property owners must enter the Allardt Estates through the main entrance constructed by the property developer. Parties hereby expressly accept Lot Numbers 1 + 2.

6. The property shall be restricted to one single family type dwelling containing not less than 1300 square feet of living space, with at least 1000 square feet on the first floor, and to one other out-building for garage and/or storage.

7. Of any building, other than an out building, constructed within the Allardt Estates, no less than 50% of the exterior of the dwelling shall be brick, stone, or other similar construction. No dwelling shall contain exterior finish of concrete blocks, tar paper, or rolled type siding or asphalt type siding. Other similar construction of dwellings shall be defined as quality exterior finish, including cedar and board and batten. In accordance with this provision, the Allardt Estates Property Association accepts those dwellings on Lot Numbers 44, 45, 42, 34 and 13 as meeting these specifications.

8. Mobile or Modular Homes shall not be located within the Allardt Estates, either permanently or temporarily. Parties agree that recreational vehicles may be parked on the lots as long as they are used exclusively by the owner of said lot for recreational purposes and not as a temporary or permanent residence.

9. All pets shall be kept under fence or on leash.

10. No swine, poultry, nor other live stock will be kept nor maintained within the Allardt Estates.

11. No noxious or offensive activity or activity which shall be an annoyance or nuisance shall be done within the Allardt Estates.

12. Garbage, waste or refuse shall be held in containers for proper disposal.

13. No lot within the Allardt Estates shall be used for the purpose of a junkyard, nor for a collection or staging area, nor for storing area, nor for a maintenance area, nor for a parking area for junk, wrecked, or stripped automobiles.

14. The restrictions enumerated are complete and may not be added to. They may, however, be altered or deleted by the Allardt Estates Property Owners Association with the approval of two-thirds of the property owners within the Allardt Estates. A property owner shall have only one vote regardless of the number of lots owned by said property owner.

In accord with said Agreements the developer with the approval of two-thirds of the property owners within the Allardt Estates hereby, by their signature, signify agreement with the "Altered and Deleted" Restrictions of Allardt Estates and hereby give the authority to the Allardt Estates Property Owners Association, by and through their Officers and Representatives, to enforce said Restrictions.

However, any duty or duties to "Develop" the Allardt Estates Subdivision given to and accepted by the Allardt Estates Property Owners Association shall expressly not include the duty to build roads or bridges, and this responsibility is not transferred by this Agreement to the Allardt Estates Property Owners Association.

DATED SEPTEMBER 9, 1991

Mets Potter

Thomas C. Coleman

Alan H. Peterson

Joan Hyde

Paul Brandin

Dandra C. Herndon

Mark Herndon

Brenda D. Coleman

Reba Hitchcock

Miller Leonard

Shirley Hardin

Robert E. Black

Cheryl C. Black

Joyce G. Crouch
Edward Quib
Wale C. Potter
Mary Potter
Mary Ellen Brannon
Elizabeth Ann Curry
Janice Huddleston
Gerald L. Huddleston
Dillard Howard
Robert McConnell
Larry Moles

Alpha H. Black
Debra J. Ginn
Sharon Matthews
Sharon Matthews
Rodney M. Fay
Shirley A. Fay
Robert D. York
Debra C. York
Sandra Howard
Thelma McConnell
Joyce D. Moles

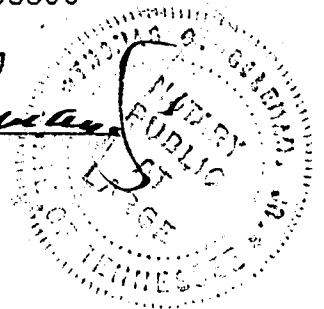
STATE OF TENNESSEE

COUNTY OF FENTRESS

Personally appeared before me, a Notary Public, the within named bargainors, **BRENDA D. COLEMAN, GLENN H. HITCHCOCK, REBA HITCHCOCK, LONZO HYDER, MILLER LEONARD, PAUL B. HARDIN, SHIRLEY HARDIN, SANDRA C. HERNDON (a/k/a SANDRA CLARK), MARK HERNDON, ROBERT E. BLACK, CHERYL C. BLACK, JOYCE G. CROUCH, EDWARD O'SULLIVAN, DEBORAH O'SULLIVAN, GALE C. POTTER, MARY POTTER, MARY ELLEN BRANNON, and ELIZABETH ANN CURRY,** with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Jamestown, Tennessee this the 7th day of September, 1991.

Thomas Coleman
NOTARY PUBLIC



My Commission Expires: 1-23-95

STATE OF TENNESSEE

COUNTY OF FENTRESS

Personally appeared before me, a Notary Public, the within named bargainors, **JANICE HUDDLESON, GERALD L. HUDDLESTON, DILLRD HOWARD, SANDRA HOWARD, ROBERT MCCONNELL, THELMA MCCONNELL, LARRY MOLES, JOYCE D. MOLES, ALPHA H. BLACK, LARRY MATTHEWS, SHARON MATTHEWS, RODNEY W. FOY, SHEILA A. FOY, ROGER D. YORK and DEBRA C. YORK,** with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Jamestown, Tennessee this the 8th day of September, 1991.

Thomas Coleman
NOTARY PUBLIC



My Commission Expires: 1-23-95

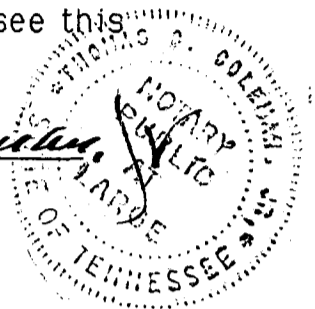
STATE OF TENNESSEE

COUNTY OF FENTRESS

Personally appeared before me, a Notary Public, the within named bargainors, **META C. POTTER, a/k/a META C. WHITEHEAD** with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Jamestown, Tennessee this the 9th day of September, 1991.

Thomas C. Coleman
NOTARY PUBLIC



My Commission Expires: 1-23-95

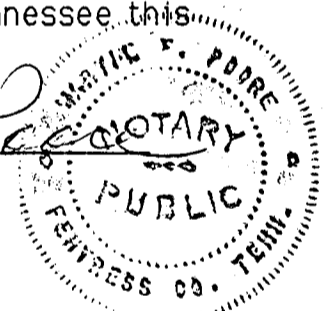
STATE OF TENNESSEE

COUNTY OF FENTRESS

Personally appeared before me, a Notary Public, the within named bargainors, **THOMAS C. COLEMAN, JR.**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Jamestown, Tennessee this the 9th day of September, 1991.

Martha F. Pickett
NOTARY PUBLIC



My Commission Expires: 9-19-94

STATE OF TENNESSEE, FENTRESS COUNTY

The foregoing instrument and certificate were noted in

Note Book 9 Page 154 At 9:01 O'Clock A M. Sept. 10 19 91

and recorded in Misc Book 54 Series _____ Page 362

State Tax Paid \$ _____ Fee \$ _____ Rec. Fee \$ 24.00 Total \$ 24.00

Witness my hand

Receipt No. 720544

Robert S. Arma by Janet Davis D.R.
Registrar