

HOLIDAY HILLS, INC. TO WHOM IT MAY CONCERN

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Restrictive Covenants, Limitations and Reservations on the Holiday Hills Sub-Division, Crossville, Tennessee.

Developed by Holiday Hills, Inc.

The Following restrictive covenants and conditions shall be applicable to and binding upon those certain residential lots or parcels of land conveyed as residential lots by Holiday Hills, Inc., and shown on a certain plat or plats of Holiday Hills, Inc. on certain parcels of land in the Holiday Hills Sub-Division, filed or to be filed for record in the Register's Office of Cumberland County, Crossville, Tennessee.

1. Said lots shall be used exclusively for residential purposes.

2. Not more than one single family dwelling house may be erected on any one such residential lot, nor more than one other building for garage or storage purposes in connection therewith and provided further that such garage or storage building shall not be constructed prior to the dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No building shall be constructed or erected on said lot unless built of solid or permanent material. Wood exteriors shall be stained or painted with at least two coats of stain or paint. No structure shall have tar paper, roll brick, siding or similar material on the outside wall. No tents, shacks or other structure shall at any time be erected on said property, no residence of less than 1500 sq. ft. of living space, exclusive of porch or car port area, shall be erected or constructed on lots designated as Class "A". No residence of less than 1200 sq. ft. of living space, exclusive of porch or car port area, shall be erected or constructed on lots designated as Class "B". No residence of less than 900 sq. ft. of living space, exclusive of porch or car port area, shall be erected or constructed on lots designated as Class "C". No residence of less than 600 sq. ft. of living space, exclusive of porch or car port area, shall be erected or constructed on lots designated as Class "D". No residence of less than 360 sq. ft. of living space, exclusive of porch or car port area, shall be erected or constructed on lots designated as Class "E". Lots designated as "D" and "C" must also have a porch connected to the residence of not less than 100 sq. ft. Plans for buildings to be constructed or erected on said lots must be approved by Holiday Hills, Inc. or its assigns, before construction is started.

3. Trailers designed for living purposes shall only be brought upon the property when there shall be a certain specific area so designated as a trailer park area.

4. No porch or projection to any residence or appurtenant building thereto shall extend nearer than 40 feet from the front line of the property nor within 10 feet from the line of any adjoining owner, except, where set-back lines appear on the plat, structures or appurtenant buildings thereto may be constructed within the described areas shown by such lines.

5. No outside toilets shall be allowed on said lots. No waste shall be permitted to enter Holiday Lake and all sanitary arrangements must be inspected and approved by local or state health officers.

*For Waiver of Restrictive Covenants, see D.B. 184, page 265. 7-20-77. C.M.M.*

*Waiver of rest. cov. for Lot 1687, see D.B. 236, pg. 442-443. 4-8-81. C.M.M.*

6. No animals or fowl shall be kept or maintained on said lots except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Holiday Hills, Inc., or its successors and/or assigns.

7. Holiday Hills, Inc., for itself, its successors, assigns and licensees reserves easements, as shown on said plats, over, through and upon said land for the installation of utilities and drains and the maintenance thereof. Holiday Hills, Inc., for itself, its successors, assigns and licensees also reserves the right to install and operate electric and telephone lines, poles and appurtenances thereto; gas and water mains and appurtenances thereto; sewer lines, culverts and drainage ditches, reserving also the rights of ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Holiday Hills, Inc., for itself, its successors, assigns and licensees also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said land. The owners of said land shall have no cause of action against Holiday Hills, Inc., its successors, assigns, or licensees either at law or equity, excepting in cases of wilful negligence, by reason of any damages caused said land in installing, operation and maintaining above mentioned installations.

8. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake with prior written approval of Holiday Hills, Inc., its successors and/or assigns. No loud or annoying motors shall be permitted on the lake between the hours of 10:00 P.M. and 8:00 A.M.

9. No noxious or offensive activity shall be carried on on any lots, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

10. The purchaser or purchasers of said lots agrees not to sell, transfer or convey said lots to any person or persons who have not made application and been accepted as a member or members of the Holiday Hills owner's association. This provision shall be binding upon said purchaser or purchasers heirs and assigns.

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all lots shown on the sub-division plat or plats hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators and assigns, and if said owners, or any of them, their heirs, executors, successors and assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the sub-division in which said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation. Any invalidation of any one of these covenants and restrictions shall in no way effect any other of the provisions thereof which shall thereafter remain in full force and effect.

Executed this 3rd day of Sept., 1963.

HOLIDAY HILLS, INC.

by S. Henry Rodgers  
President

State of Tennessee )  
Cumberland County )

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared S. Henry Rodgers, with whom I am personally acquainted and who, upon oath, acknowledged himself to be President of Holiday Hills, Inc., Groseville, Tennessee, the within named bargainer, a corporation, and that he as such president, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as president.

Witness this my hand and seal of office this the 3rd day of Sept, 1963.

(SEAL)  
My commission expires: 4/23/67

Ray Dillon  
Notary Public

State of Tennessee,  
Cumberland County;

I hereby certify that the foregoing instrument and certificate were filed for registration at 10:30 A. M., Sept. 3, 1963. Noted in Note Book "J", page 112 and recorded this Sept. 4, 1963.

*Gladys H. Dennis*  
Register

HOLIDAY HILLS, INC. TO J. B. REDMOND, TRUSTEE

For and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, receipt of which is hereby acknowledged, Holiday Hills, Inc., a corporation organized under and by virtue of the laws of the State of Tennessee, have this day bargained and sold and by these presents do hereby bargain, sell, transfer and convey unto J. B. Redmond, Trustee, and to his successors and assigns, in trust, the following described tracts or parcels of land, lying and being in the FIRST CIVIL DISTRICT of Cumberland County, Tennessee, bounded and described as follows:

Beginning at a stake in the South right-of-way of U. S. Highway No. 70 S (old), the Northeast corner of the property originally belonging to Clayton Dishman and wife, Roxie Dishman; thence S 18° 00' West, approximately 950' to the center of Obed River; thence with the center of Obed River as it meanders in and Easterly direction approximately 300' to a point in the center of Obed River, a corner of the property acquired from M. E. Dorton, Trustee; thence with the East boundary line of said Dorton Tract, S 15° 99' E, 1045.0' to a stake and pointers; S 27° 00' W, 2670.0' to a stake and pointers; S 09° 00' E, 3400.0' to a stake and pointers; S 52° 00' W, 1610.0' to a stake and pointers; S 69° 30' W, 2250.0' to a stake and pointers an original corner of Dorton, Harrison Heirs and Martin; thence with the South line of the property originally belonging to Neal Martin, N. 82° 00' W, 1575.75' to a stone; thence N. 03° 00' E, with the West line of Said Martin property 2145.0' to a stake; thence, S. 87° 00' to a stone; thence continuing with the Neal Martin West line, N 07° 30' W, 1534.5' to a stake in the West margin of the Martin Road, also a corner of Victor Martin; thence with the North margin of said County road, S 65° 45' W, 1131.0' to a fence corner on North side of said County road and in the Victor Martin West line; thence North 88° 50' W, 380' to a stake and pointers;

*for Release of Lita Ross 11, 12, 13, 14, 15 16, 17, 18 see Min. 39 pages 368-369 + 6 of Plat 1 Release of Plat 46 of Plat 1 Paul, see Min. 41, 233*