

ALSO CONVEYED HERewith is a non-exclusive and perpetual right of way easement for ingress and egress easement and for utility installation and maintenance over and across the private road as shown on the Plat recorded in Plat Book 8, page 375. The parties understand and agree that said right of way easement is a private road and not maintained by the local or state highway or road departments and said private road right of way shall be jointly used and maintained by the owners of those lots in River Crest Estates. Said Lots being as shown on the Plat recorded in Plat Book 8, page 357.

ALSO CONVEYED HERewith is the nonexclusive and perpetual right of way in and to any portion of the private road being used as access to the subject property and not shown on Plat Book 8, page 357. This private road is a part of the private road that is shown on the aforementioned plat and all the requirements and conditions set out above (including the maintenance language) shall apply to the entire private road crossing the original grantors property whether shown on Plat Book 8, page 357, or not.

BEING THE SAME PROPERTY conveyed to the party of the first part by Warranty Deed of Ben F. Stone and wife, Imogene Stone dated November 2, 2001, of record in Warranty Deed Book 219, Pages 565-7, in the Register's Office for Polk County, Tennessee, to which reference is here made.

SUBJECT to any and all governmental zoning and/or subdivision restrictions that may be in effect thereon.

SUBJECT to drainage and utility easements and to building setback line requirements, per Plat Book 8, page 357, ROPCT.

SUBJECT to Polk County Health Department ordinances and requirements and regulations per Plat Book 8, page 357, ROPCT.

SUBJECT to oil and gas lease to B.G. Caves dated 16 August 1979 for initial term of 10 years with automatic renewals based upon facts and/or circumstances the examiner has no way of knowing whether or not they have occurred.

SUBJECT to non-exclusive and perpetual road right of way and utility easement per Deed Book 186, page 152 (if applicable).

SUBJECT to the easement granted to Polk County, Tennessee, in Deed Book 132, page 220 for road purposes over or across said property.

SUBJECT to restrictions as noted on plat prior recorded restrictions of the Bobby Stone Property.

SUBJECT to the fact that the property is in a flood zone.

SUBJECT to non-exclusive and perpetual right of way easement for ingress and egress easement and for utility installation maintenance over and across the private road as shown on the plat recorded in Plat Book 8, page 357 and as set out and conveyed hereinabove.

SUBJECT to the following restrictions which shall run with the land: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than a 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.

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No residence shall be constructed with less than 1150 square feet of living area, exclusive of any unenclosed porch, basement or garage.

No foundations visible from the street shall be exposed, unless said foundation is veneered with stone, brick or stucco.

No building shall be erected on any lot nearer to the front lot line than 35 feet or nearer than 25 feet to any side lot line.

No lot shall be used or maintained as a dump ground for rubbish or garbage, automobile junk yard, either temporarily or permanently.

A lot owner may keep one head of cattle or horse per acre. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No chickens or swine may be kept on said lots.

No structure, of a temporary character, trailer, mobile home, double wide mobile home, pre-fab, or modular home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently.

All garages shall be of a similar type construction as the residence.

One barn may be constructed on each lot, however it shall be located behind the residence and shall be constructed of new material.

No noxious or offensive activity shall be permitted on any lot; nor shall anything be done thereon which may be or become an annoyance or nuisance to adjacent lot owners, the subdivision or the neighborhood. This includes the sale of intoxicants.

These covenants are to run with the land and shall be binding on 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 has been signed and filed by a majority of the ten owners of the lots and has been recorded, agreeing to change said covenants in whole or in part.

Enforcement of any provision hereof shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restrictions or covenant herein, either to restrain violation or to recover damages, or both.

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

These restrictions shall apply to this lot only and shall not in any manner restrict the balance of the property of Stone. No reciprocal easement shall arise from the filing of these restrictions.

With hereditaments and appurtenances thereto appertaining hereby releasing all claims to Homestead and Elective Share therein.

TO HAVE AND TO HOLD the said property to the said parties of the second part, their Heirs and Assigns, in fee simple forever.

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