

STATE OF TENNESSEE  
COUNTY OF RHEA

KNOW ALL MEN BY THESE PRESENTS, that RESORT DEVELOPMENT, INC., a corporation organized under the laws of the State of Tennessee, the GRANTOR, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, cash, and other good and valuable considerations, to it in hand paid by Willie T. Stafford and (wife) Lois S. Stafford, Route # 3, Kingston, Tennessee

the GRANTEE S, the receipt whereof is hereby acknowledged, does hereby, subject to the terms and conditions hereinafter contained, GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEE S the following described real property situated, lying and being in the First Civil District of Rhea County, Tennessee.

Lot Forty-Four ( 44 )

of EDEN OF THE LAKES, a subdivision, according to Map Book 2, Page 250-A, of the records in the office of the Register of Deeds, Rhea County, Tennessee.

The above described property is hereby conveyed subject to the following restrictions:

1. Only one private residence and a garage shall be erected on any lot in Eden of the Lakes, except on lots designated Commercial lots.
2. Any garage must conform in appearance and construction to the residence of that lot.
3. Building materials may be of brick, wood, block or concrete. Wood, concrete or block exterior must be painted, stained, or otherwise finished. No imitation brick or stone siding.
4. To maintain proper proportions and to avoid costly building mistakes, house plans must be architect drawn or approved. (Such plans are in most farm or home magazines.)
5. The ground floor area of any residence shall be at least 600 square feet, including porches.
6. All sanitary plumbing must fulfill the minimum requirements of the health department of Rhea County and the State of Tennessee. No outside toilets permitted.
7. No animals or birds other than household pets shall be kept on any lot in Eden of the Lakes.
8. House trailers shall be prohibited on any lots, except on reserved trailer section.
9. Only those lots designed as commercial shall be used for business purposes.
10. No residence shall be constructed below 750 foot contour line. Floating docks, boat house plans, etc., must meet with T.V.A. approval before construction.
11. No residential building shall be erected or maintained on any lot in Eden of the Lakes closer than 20 feet from front line, nor closer than 10 feet from back or side of lot line.
12. Easements are reserved along and within 5 feet of the rear line, front line and side lines of all lots in this Sub-Division for the construction and perpetual maintenance of conduits, poles, wires and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains, and other public and semi-public utilities, and to trim trees, which may interfere or threaten to interfere with the maintenance of such lines, with right to ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owners' side and rear property lines in case of fractional lots.
13. "For Sale" signs on any lot shall be prohibited without special permission.
14. Subject to all reservations and restrictions outlined in the deed from United States of America—T. V. A., to John Wheelock, et al, which is recorded in Deed Book 81, Page 556, in the Register's Office of Rhea County, Tennessee, with the exception of the abandonment of certain restrictions by instrument of record in Deed Book 87, Pages 380-383, in the Register's Office of Rhea County, Tennessee.
15. In the event a majority of the owners of the lots sold in this Sub-Division so agree, after April 1, 1961, EDEN OF THE LAKES PROPERTY OWNERS ASSOCIATION, OR CORPORATION, shall have the right to assess each lot sold in the Sub-Division not more than \$20.00 per year. This money to be used for paying a caretaker, the improvement and maintenance of roads, beaches, parks, etc. Said assessment shall be a lien against said lot until paid.
16. If EDEN OF THE LAKES PROPERTY OWNERS ASSOCIATION, OR CORPORATION, decides to install a water system, Restriction 15 shall be null and void. Instead, after as many as one hundred and fifty lots have been sold in the Sub-Division, and a majority of the owners of the lots sold so agree, each lot sold may be assessed \$100.00 to pay for the installation of the water system and for making a connection from the water main to each lot. After the connection from the water main to a lot is made, EDEN OF THE LAKES PROPERTY OWNERS ASSOCIATION, OR CORPORATION, shall have the right to make a monthly assessment not to exceed \$3.00 for each lot receiving water service. This money to be used for maintenance of the water system, paying a caretaker, improvement and maintenance of roads, beaches, parks, etc. Said assessments shall be a lien against said lot until paid. Any lot that has a well before the water system is installed will be exempt from this Restriction but Restriction 15 may apply.

These restrictions shall be considered as covenants running with the land and shall bind the purchaser and his heirs, executors, administrators and all future assigns of said premises or any part or parts thereof. Subject to the conditions that these covenants shall not be altered, changed, amended or revoked before January 1, 1962, the same may be thereafter and from time to time changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least 2/3 of the said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purposes set forth in paragraph one (1) of these restrictions.

TOGETHER WITH ALL AND SINGULAR, the rights, members, privileges and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the said above described property unto the said GRANTEE S, Their heirs and assigns, forever.

And, except as to taxes hereafter falling due, which are assumed by the GRANTEE S, and except as to the above described restrictions the said GRANTOR, for itself, its successors or assigns, covenants with the GRANTEE S, Their heirs and assigns, that it is seized of an indefeasible estate in fee simple in said property, that said property, is free and clear of all encumbrances, and that it does hereby WARRANT and will forever DEFEND the title to said property unto the GRANTEE S, Their heirs and assigns, against the lawful claims of all persons.

IN WITNESS WHEREOF, RESORT DEVELOPMENT, INC., a corporation, has caused THESE PRESENTS to be executed by its President and attested by its Secretary, and its corporate seal to be affixed hereto, all thereunto duly authorized, on this 14th day of July, 19 61.

ATTEST:

Lewis S. Long  
Secretary - Treasurer

STATE OF TENNESSEE - COUNTY OF RHEA

Before me Creed H. Long, a Notary Public of the State and County aforesaid, personally appeared Rosamond D. Long with whom I am personally acquainted, and who, upon oath, acknowledged herself to be Vice-President of Resort Development, Inc., a Corporation, the within named bargainer, a corporation, and that she as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by herself as Vice-President. Witness my hand and seal, at office in Spring City this 14th day of July, 1961.

RESORT DEVELOPMENT, INC., a Corporation,  
By Rosamond D. Long  
Vice President

Creed H. Long  
Notary Public

My commission expires: 7/20/63