

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
BEAVERDAM CREEK ESTATES - UNIT I AND UNIT II

This Declaration, made and executed by Cumberland Mountain Development Company, Inc., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, Declarant agrees that the use, appearance, and maintenance of all the Property are of mutual interest and concern to all the Owners of Lots in the Property; and

WHEREAS, Declarant desires for the Property to be subject to all terms, covenants, conditions, restrictions and easements set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Property. The covenants, conditions, restrictions and easements shall run with the land and be binding on all parties holding or acquiring any right, title or interest in the Property, or any part thereof, whether or not so expressed in any deed or other conveyance, and shall inure to the benefit of each owner thereof.

All tracts are restricted as follows:

(1) There shall be no cutting of merchantable timber, except for underbrush and clearing for driveway, yard and garden areas.

(2) There shall be no accumulation of debris, refuse, or trash; no placement or storage of junk; and no placement of non-operating vehicles on property.

(3) Tracts shall be used for residential purposes only.

(4) There shall be no placement of a mobile home less than 12 feet in width nor over 5 years of age at time of installation. Mobile homes must be adequately skirted and tied down.

(5) A home or cabin must contain at least 750 square feet, including porches. The exterior of a home or cabin must be completed and finished out within one year from commencement of construction.

(6) Camping is permitted on a temporary basis. Camping periods shall not consist of more than 7 days each. The interval between any two camping periods shall not be less than 30 days.

(7) These restrictions shall constitute a servitude with the land and shall expire 99 years from the date hereof.


(8) In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the owners of the land tracts in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of

them. In addition to the foregoing right, the subdivider shall have the right whenever there shall have been built on any tract in the subdivision, any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The validation of any court of any restriction herein contained shall not in any way effect any other restrictions but they shall remain in full force and effect.

(9) Any of the restrictions herein contained may be altered, amended or canceled as to any tract upon the recording in the Public Records of Bledsoe County, Tennessee, of an instrument executed by Cumberland Mountain Development Company setting forth such change.

(10) Cumberland Mountain Development Company, its successors or assigns, may assign any and all of its rights, powers and privileges under this instrument to any other corporation, association or person.



JACK A. GREENE, President
CUMBERLAND MOUNTAIN DEVELOPMENT COMPANY, INC

STATE OF TENNESSEE, BLEDSOE COUNTY

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named CUMBERLAND MOUNTAIN DEVELOPMENT COMPANY, INC., by JACK A. GREENE, President, the bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal, at Pikeville, Tennessee, this 11 day of January, 1995



NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/1/98

This instrument prepared by:
Cumberland Mountain Development Company, Inc.
Route 4 Box 301-G
Pikeville, Tennessee 37367

STATE OF TENNESSEE, BLEDSOE COUNTY
The foregoing instrument and certificate were noted in Note Book L, page 231, at 2:35 O'clock P.M. January 11, 1995 and recorded in Deed Book 148, page 172. State Tax paid \$.00 Fee \$.00 Recording Fee \$ 8.00 Total \$ 8.00 Receipt No. 55596



Register of Deeds

WARRANTY DEED
FROM CORPORATION

Scott
This Warranty Deed Made and executed the ^{13th day} 16th day of July A.D. 2007 by
CUMBERLAND MOUNTAIN DEVELOPMENT COMPANY, INC.

a corporation existing under the laws of the State of Florida, and having its principal place of business at
Ft. McCoy, Florida hereinafter called the grantor, to

LISA A. KEITH and ROBERT KEITH
whose postoffice address is 4301 Ventura Drive
Knoxville, Tennessee 37938

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" includes all the parties to this instrument and the
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens,
releases, releases, conveys and confirms unto the grantees, all that certain land situate in Bledsoe
County, Tennessee, viz :

Located in the 8th Civil District of Bledsoe County, Tennessee and more particularly
described as follow:

Lying and being on Cumberland Mountain and being Unit Two (2), Tract #15 and
of Beaverdam Creek Estates of Record in Plat Book 1, Page 117, Register's Office,
Bledsoe County, Tennessee to which reference is hereby made. Said property consists
of 5.3 acres more or less.

Being a portion of the property conveyed to the Grantor in Deed Book 147, Page 84,
Register's Office, Bledsoe County, Tennessee.

Subject to Utility Easements.

Said property is subject to the Declaration of Covenants, Conditions, and Restrictions
of Record in Deed Book 148, Page 172, Register's Office, Bledsoe County, Tennessee.

Parcel #104.00 Map #21

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any
wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land
in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the
grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent
to December 31, 2006

Mail Tax Notice To: Lisa A. and Robert Keith
4301 Ventura Drive
Knoxville, Tennessee 37938

In Witness Whereof, the said grantor has cause these presents to
be executed in its name, and its corporate seal to be hereunto affixed, by its
proper officers thereunto duly authorized, the day and year first above written.

CUMBERLAND MOUNTAIN DEVELOPMENT CO. INC.
Name of Grantor

(Corporate
Seal)

Melinda L. Miller
Witness Signature MELINDA L. MILLER

Jack A. Greene
JACK A. GREENE President

Keith Kelly
Witness Signature Keith Kelly

STATE OF FLORIDA
COUNTY OF MARION

I hereby Certify that on this day, before me, an officer duly authorized in the State and County
aforesaid to take acknowledgments personally appeared Jack A. Greene,
known to me to be the President of the corporation named as grantor in the foregoing deed, and that he
severally acknowledged executing the same in the presence of two subscribing witnesses freely and
voluntarily under authority duly vested in him by said corporation and that the seal affixed is the true
corporate seal of said corporation.

WITNESSE my hand and official seal at Ft. McCoy, Florida, this 16th day of July 2007.

My Commission Expires: JAN. 31, 2011
WWW.AA80NOTARY.COM
MELINDA L. MILLER
Commission # DD634978

Melinda L. Miller
MELINDA L. MILLER NOTARY PUBLIC

Surveyor: Thomas C. Strickland #759
P.O. Box 1295
Anthony, Florida 32617

Prepared by: Jack A. Greene
P.O. Box 188
Ft. McCoy, Florida 32134

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$13,224⁰⁰, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair voluntary sale.


Affiant

JACK A. GOZANS

Melinda L. Miller

7/16/07



MELINDA L. MILLER
Commission # DD634875
Expires: JAN. 31, 2011
WWW.AAEMONOTARY.COM

BE/PG: WD195/33-34
07094329

STATE OF TENNESSEE	
COUNTY OF	
DATE OF RECORDING	08/06/2007 08:00 AM
VALUE	13224.00
NOTARY FEE	0.00
TRANSFER TAX	00.00
RECORDING FEE	10.00
MP FEE	0.00
RECIPIENT'S FEE	0.00
TOTAL DUES	10.00

STATE OF TENNESSEE, CLERK OF COURT
EMMA S. BOYNTON
REGISTER OF DEEDS