

STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

L. Mary Lay, Register of said County, do hereby certify that the within plat
instrument was filed for record on the 10 day of May, 1963 at 10:00
o'clock A. M. and noted in Note Book No. 20 Page 362 and re-
corded in Deed Book No. 51 Page No. 86-87
Mary Lay Register

JAMIE C. CROMWELL & G.P. CROMWELL | RIVER HEIGHTS SUBDIVISION
TO) DEDICATION | CRUMP, TENNESSEE
RIVER HEIGHTS SUBDIVISION | SEVENTH CIVIL DISTRICT OF
FILED MAY 10, 1963 | HARDIN COUNTY, TENNESSEE
At 11:15 o'clock A.M. | STATE OF TENNESSEE)
HARDIN COUNTY)

We, Jamie C. Cromwell, of Savannah, Tennessee, and G. P. Cromwell, of Shiloh, Tennessee, are the owners of a certain tract or parcel of land situated, lying and being in the 7th Civil District of Hardin County, Tennessee, and being a part of a tract of land conveyed to us by C. C. Lewter, et al, by deed dated December 4, 1958, recorded in Deed Book No. 43, page 10 in the Register's Office of said county, and said land is fully described by notes and bounds in said deed, and reference is here made to the same and to the book and page where recorded for the description of said land, and the description there given is made a part hereof by this reference thereto as if copied in full herein.

We have divided a part of said land into lots, roads and streets as shown by the plat designated as River Heights Subdivision, Crump, Tennessee, recorded in Plat Book No. 2, page 22 in said Register's Office, and refiled for record and recorded, with additions thereto, in Plat Book No. 2, page 44 in said office, said land was surveyed into blocks, lots, streets and roads and the above mentioned plat prepared by H.E. Williams, Engineer of Savannah, Tennessee, and said plat is made a part hereof by reference thereto.

We hereby give and dedicate to the public, for the use and benefit of the public, and especially for the use and benefit of the purchasers and owners, their heirs and assigns, of the lots conveyed to them, all the streets and roads as indicated, marked and shown on said plat, and to be at the locations, and of the width as indicated, shown and designated on said plat, and said streets and roads are to be forever open and unobstructed to the public for the use and benefit of the owners of said lots in said subdivision, their heirs and assigns, forever.

For the use and benefit of the lots, and the owners of the same, said lots as shown on said plat, except as hereinafter shown, are and shall be subject to the following protective covenants and restrictions:

1. Said lots as shown on the plat are not to be resubdivided and sold in smaller units than the ones shown on the plat, except as hereinafter shown, and no lots or tracts in said subdivision are to be used for commercial purposes, except as hereinafter designated.

2. No dwelling shall be built or permitted on any lot at a cost of less than \$6,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date hereof at the minimum cost stated herein for the minimum permitted dwelling.

3. No house constructed on any of said lots shall be finished on the outside with imitation brick or stone siding, and by this is meant roofing pressed in the shape of brick or stones, and usually referred to as asphalt siding, and is of a thickness of about one-eighth inch.

4. No house shall be built of concrete blocks, unless the same shall have an outside finish of brick veneering, perma-stone, stone rock finish, approved clapboard finish, or what is known as drop siding or paneling.

5. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date hereof, at which time said covenants shall

be extended for successive periods of ten years unless the majority of owners of lots in said subdivision agree to change the same, provided that upon the adoption of a zoning ordinance pertaining to the territory embracing this subdivision, then, in that event, the zoning ordinance shall control, and in the event there is a conflict between the covenants herein stated and said zoning ordinance, the covenants shall be inoperative and said zoning ordinance shall prevail.

8. The covenants herein contained shall be enforced by proceedings at law or in equity against any person or persons, firms or corporations, violating or attempting to violate the same either by suit to restrain the violation or by suit to recover damages for their violation.

9. In the event any one or more of these covenants are held invalid by any court of competent jurisdiction the same shall not affect any of the other provisions or covenants herein contained, but the same shall remain in full force and effect except as herein provided.

10. Lot No. 1 in Block B, 1, 2, 3 and 4 in Block C and Lot No. 1 in Block N, said lots facing State Aid Highway No. 15, U.S. Highway No. 64, are not subject to the covenants and restrictions as to residential use as hereinabove set out, but same may be used for business and commercial purposes.

11. The southwestern part of Block E, being the unnumbered portion thereof, may be subdivided into smaller lots, also the southern portion, it being the unnumbered portion of Block J, may be divided into smaller lots.

12. Block H is excepted from the above restrictions, and the restrictive covenants to no apply to Block H.

I, H. E. Williams, of Savannah, Tennessee, a licensed Engineer, Certificate No. 1962, hereby certify that I have surveyed the above mentioned land into lots and streets, as shown and designated on the attached plat, entitled "River Heights Subdivision, Crump, Tennessee", and said plat correctly represents the location and size of the lots into which said tract of land was subdivided.

Witness our hands this the 28 day of February, 1963.

Jamie G. Cromwell

G. P. Cromwell

H. E. Williams

STATE OF TENNESSEE)

COUNTY OF HARDIN)

Personally appeared before me, the undersigned Notary Public in and for said county, Jamie G. Cromwell, G. P. Cromwell and H. E. Williams, the within named bargainors, with whom and each of whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and Notarial Seal at office in Savannah, Tennessee, on this the 10 day of May, 1963.

My commission expires January 17, 1966.

E. W. Ross, Jr.
Notary Public

SEAL

STATE OF TENNESSEE
HARDIN COUNTY
REGISTER'S OFFICE

I, Mary Lay, Register of said County, do certify that the within instrument was filed for record on the 10 day of May 1963 at 11:45 o'clock A. M. and noted in Note Book No. 20 Page 48 and recorded in Deed Book No. 51 Page No. 82-88

Mary Lay Register