

DECLARATION OF RESTRICTIONS
FAIRVIEW TERRACE

WHEREAS, CANEY FORK PROPERTIES, LLC, is the owner and developer of Fairview Terrace, being described as Lots 1, 2, 3, 4, 5, 6, and 7 by plat of record in Register's Office, Cumberland County, Tennessee, in Plat Book 10, Page 236, and,

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain restrictions and reservations be imposed on the lots in the subdivision and be made a matter of public record, and property conveyed in said subdivision be made subject to such restrictions and reservations.

NOW, THEREFORE, for and in consideration of the above premises, CANEY FORK PROPERTIES, LLC, impose upon the Fairview Terrace, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. There is hereby reserved a 10 foot utility and drainage easement parallel to the front lot line, and 6 foot utility and drainage easement parallel to the side and rear lot lines.

2. The establishment, maintenance and use of all lots or parcels of land within the subdivision with regard to the disposal of sewage and effluent shall be done in strict compliance with the currently existing State Health Regulations. In particular, no outside toilets shall be allowed on any lot in the subdivision and furthermore, all sanitary arrangements must be inspected and approved by local and/or State Health officers.

3. No noxious or offensive activity shall be carried on any lot or parcel of land, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

4. No alcoholic beverages to be sold on property.

5. No hogs or chickens to be kept on the property.

6. No lot or parcel of land shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition.

7. All dwelling units erected on lots or parcels of land herein shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No exterior will be finished with asbestos shingles, tar paper, or like material, but not to exclude vinyl. No residence shall be occupied until construction is complete.

8. No residence shall be constructed thereon having less than 840 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages; however, mobile homes shall also be permitted with a 14' wide minimum and are to be at least 60' long or larger. Double wides and modular homes are also permitted and will be at least 840 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. This restriction on mobile homes applies to the original mobile home, exclusive of any existing or proposed additions, porches, carports, breezeways and attached garages.

9. All homes must be attractive and neat in appearance and nicely painted and maintained on the exterior. All mobile homes must be underpinned within six (6) months.

10. Any invalidation of any of these covenants or restrictions shall in no way affect any other of the provisions herein and those not so invalidated shall thereafter remain in full force and effect.

11. These restrictions shall be considered as covenants running with the land and shall bind the purchaser of all lots or parcels of land in said subdivision, their heirs, assigns and successors, and if said owner or owners or any of them, their heirs, assigns and successors, shall violate or attempt to violate the covenants or restrictions herein contained, it shall

be lawful for any person or persons owning any lot or parcels of land in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceedings.

12. These covenants and restrictions herein set out shall only apply to the lots included in the plat of Fairview Terrace, said recorded plat.

IN WITNESS WHEREOF, this declaration has been duly signed by the owner of Fairview Terrace, this the 18th day of June, 1998.

CANEYFORK PROPERTIES, LLC
A Tennessee Limited Liability Company

By: Johnnie L. Reeves Manager
Johnnie L. Reeves, Manager

By: Steve Robinson Manager
Steve Robinson, Manager

State of Tennessee, County of CUMBERLAND
Received for record the 18 day of
JUNE 1998 at 3:25 PM. (REC# 196744)
Recorded in official records GENERAL IN
Book 1017 Page 1959-1961
Notebook 10 Page 607
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00. Total \$ 12.00.
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIAN C. GOSS

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, JOHNNIE L. REEVES and STEVE ROBINSON, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be Managers of CANEYFORK PROPERTIES, LLC, the within named bargainor, and that they as such executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the company by them as Managers.

Witness my hand and official seal of office on this the 18th day of June, 1998.

Deane Long
Notary Public

My commission expires: 11-12-00.

