

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR LOTS 16 THROUGH 23

OF

AMENDED HILLENDALE SUBDIVISION

WHEREAS, Clingan Lake, Inc. (hereafter Developer) is the owner of Lots 16 through 23, Amended Hillendale Subdivision, a plat of which appears of record at Plat Book 10, page 115, Register's Office, Cumberland County, Tennessee; and,

WHEREAS, Developer desires to impose certain restrictive covenants and reservations on the lots in the development for the benefit and protection of owners of lots and to insure the future value and attractiveness of the lots in the development; and,

WHEREAS, these restrictive covenants and reservations shall be made a matter of public record and the lots in said subdivision shall be conveyed subject to such restrictions and reservations.

NOW, THEREFORE, in consideration of the premises, CLINGAN LAKE, INC. imposes upon Lots 16 through 23, Amended Hillendale Subdivision, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land, to-wit:

1. The lots in Amended Hillendale Subdivision shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any lot.

2. Only one (1) single family dwelling shall be erected on each lot. Each dwelling shall contain not less than 1,400 square feet of heated and enclosed first floor space, exclusive of basements, second floors, porches, garages, terraces, and patios. The roof of the main part of the dwelling shall have at least a 6/12 pitch. In addition to the dwelling, one (1) detached garage or storage building may be constructed on each lot, provided, however, any such detached garage or storage building shall be built of the

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same or substantially similar material as that of the dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before.

3. No mobile, modular, or manufactured homes, or trailers shall be placed or allowed on any lot. No trailer, mobile home, or any other type of movable home, basement, tent, or garage shall at any time be used as a residence on said property. No structure shall be moved from another site to a lot in the development.

4. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been substantially completed. Construction of a dwelling shall be substantially completed within nine (9) months from the date of the visible commencement of construction.

5. No lot shall be resubdivided, provided, however, nothing herein contained shall prevent the owner of more than one lot from resubdividing the combined area of more than one lot as one building lot, subject to any required planning authority approval. If such resubdivision occurs, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to apply to the outside lines of the combined lots and not to the line which is common to both lots or the interior lines of the lots, if more than two lots are combined. If more than one lot is combined under the provisions of this paragraph, it may not in the future be resubdivided.

6. Driveways must have a metal culvert of sufficient size so as not to restrict the drainage of ditch lines, properly installed and covered with stone.

7. All buildings shall be set back from the road fronting the lot at least sixty (60) feet. No building or dwelling shall be constructed closer than twenty (20) feet to a side lot line. The rear boundary line set back shall be at least forty (40) feet. An easement for the installation and maintenance of utilities

is reserved fifteen (15) feet to the left, right, and parallel to all common side lot lines in the development; and, fifteen (15) feet parallel to the front and back lot lines.

8. All homes shall have a sewage disposal system approved by the Cumberland County Health Department.

9. No animals shall be allowed in the subdivision, with the exception of domestic dogs and cats, and same will be kept so as not to violate the "leash laws" of the State of Tennessee. Dogs shall not be permitted to run loose throughout the subdivision. Only those restricted by leash or fence shall be permitted.

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

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

12. All dwelling houses shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. Any exposed block foundations shall be faced with brick, stone or stucco. Any building erected shall have a solid foundation, and no siding imitating stone, brick, or other such exterior building materials shall be used thereon.

13. The development being in a wooded area, no lot may be clear cut of the trees growing thereon. This shall not, however, prohibit: (i) the cutting of trees for the purpose of building a house or other out building permitted herein; (ii) the cutting of other trees that pose a danger to persons or property, including but not limited to, dead or dying trees; and, (iii) trees being cut if

its removal enhances the visual aesthetics of the lot and the landscape architecture thereof. This provision shall not be construed to prohibit the cutting and removal of underbrush.

14. Tractors, trailers, trucks (except pickups), boats, boat trailers, lawnmowers, motorcycles, motor homes, recreational vehicles, and other like powered vehicles shall be stored or parked in the garage or in the backyard and screened so as to be out of sight. No commercial vehicles or trailers shall be permitted on any lot, except for deliveries.

15. All provisions of this Declaration and rules and regulations or use restrictions which govern the conduct of owners and which provide for sanctions against owners shall also apply to all occupants of any residence.

16. No above-ground pools shall be erected, constructed or installed on any residential lot. Any underground pool constructed shall be in the backyard and fenced.

17. Each lot is conveyed subject to any applicable restriction and condition set out on the plat of the subdivision hereinbefore referenced that is recorded in Plat Book 9, page 10, Register's Office, Cumberland County, Tennessee.

18. At the time of the recording of this Declaration, Developer is also the owner of undeveloped property adjoining Basses Creek Estates and Basses Creek Lake on the North side thereof. So long as Developer owns any portion of said properties, or until Developer executes and records a Supplemental Declaration divesting itself of the right to do so, Developer, its successors or assigns, may amend, supplement, or modify any part or all of this Declaration so long as it has no material adverse effect upon any owner of property in Lots 16 through 23, Amended Hillendale Subdivision. In addition, the provisions of this Declaration may be amended if such amendment is adopted by the affirmative vote of two-thirds (2/3rds) of the then owners of said lots in 16 through 23, and such amendment is also adopted by Developer. Any such amendment must be in writing

and properly executed and recorded in the Register's Office of Cumberland County, Tennessee. Supplementing this Declaration by adding additional properties shall not be construed as a material change in the property rights of lot owners.

19. Subject to the provisions of Paragraph No. 18 above, all provisions, covenants, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of the Developer, or the purchaser or owner of any lot in Amended Hillendale Subdivision subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then lot owners of two-thirds (2/3rds) of the lots in Amended Hillendale Subdivision has been recorded, agreeing to change said covenants and restrictions in whole or in part.

20. These restrictions shall be considered as covenants running with the land and shall be binding upon the purchaser of a lot or parcel of land in said subdivision, his heirs, successors and assigns. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. Failure by anyone having the right to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should an owner, or anyone having the right, file suit to enforce or restrain violation of any provision of these covenants and restrictions and such owner, or other person entitled, be successful in the prosecution of said suit, then and in that event, the party originating the filing of the suit shall be entitled to recover its costs in the prosecution of the suit, including its reasonable attorney fees.

21. With respect to any property owned by Developer that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material which is not of record in the Register's Office of Cumberland County, Tennessee. Brochures, advertisements, unrecorded plats, course of trade, existing development, etc. shall not be construed as legal documents, writings or implications that purport to create any legal right.

22. It is expressly agreed that if any one or more of the conditions, restrictions, or covenants herein contained shall be held by any Court of competent jurisdiction to be invalid for any reason, any such holding shall not affect the validity or effectiveness of the other conditions, restrictions, or covenants herein contained.

IN WITNESS WHEREOF, the Developer has duly executed this instrument on the 13<sup>th</sup> day of May, 1997.

CLINGAN LAKE, INC.

BY Billy G. Garrett  
BILLY G. GARRETT, PRESIDENT

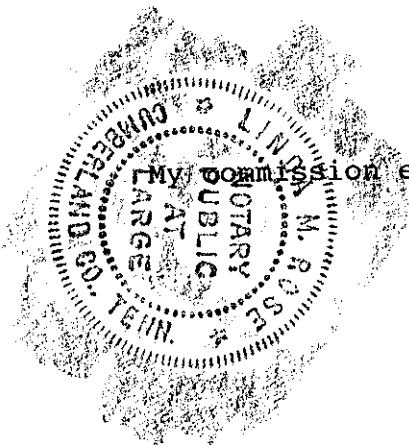
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State of Tennessee            )  
  )  
County of Cumberland         )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared BILLY G. GARRETT, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Clingan Lake, Inc., a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 13<sup>th</sup> day of May, 1997.

*Linda M. Rose*  
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NOTARY PUBLIC



My commission expires: 3-1-99

State of Tennessee, County of CUMBERLAND  
Received for record the 16 day of  
MAY 1997 at 3:50 PM. (RECN 176117)  
Recorded in official records DEED  
Book D532 Page 93- 99  
Notebook 10 Page 158  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 28.00, Total \$ 28.00,  
Register of Deeds JUDY GRAHAM SWALLOWS  
Deputy Register VELMA DAUGHERTY

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