

Prepared by Caney Fork Investors, Inc.  
P. O. Box 1109, Crossville, TN 38557

**HILLWOOD ACRES Phase III**  
**DECLARATION OF RESTRICTIONS**

WHEREAS, CANEY FORK INVESTORS, INC., a Tennessee Corporation, the owners and developers of HILLWOOD ACRES Phase III, being described as Lots 34 thru 38 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 125, 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 INVESTORS, INC., a Tennessee Corporation, impose upon the HILLWOOD ACRES Phase III, the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. The said property shall be used solely and only for single family residential purposes.
2. No lot shall be re-subdivided to form a smaller lot; however, this shall not be construed so as to prevent the re-subdividing of lots to establish a larger lot.
3. 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.
4. No animals or poultry, except dogs, cats, or other household pets, may be kept on the lot in this subdivision, and no such household pets shall be kept, bred, or maintained for any commercial purposes, nor kept in such manner as to constitute a nuisance to the neighborhood.
5. 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. *Pioneer*
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 restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in good state of repairs. No modular or mobile homes shall be allowed. All buildings will be constructed of new material and 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. Any exposed block foundations shall be faced with brick, stone or stucco; any building erected shall have a solid foundation and no imitation siding shall be used thereon. No structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single-family dwelling and two additional outbuildings or a detached garage; however, this shall not prohibit the construction of one residence on a portion of two or more lots as shown on the plat of said subdivision, constituting a single homesite. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. No homes shall be moved onto said lots from another location, nor shall any homes be built at any location and moved to said lots.

8. All roofs on all dwellings structures shall have pitch and not be completely flat. All roofs shall have at least four planes.

9. No residence shall be constructed thereon having less than 1200 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. The driveways to such residences shall be paved with a bituminous coal product or concrete. The construction of any home or other permanent structure shall be finished within six months from the date of beginning.

10. No temporary building of any type or nature shall be maintained on said land; no trailer, mobile home, or any other type of moveable homes, basement, tent or garage shall be at any time used as a residence of said land.

11. No lot shall be used or maintained for the purpose of commercial advertising or display, except a "For Sale" sign advertising the sale of a particular lot where the sign is located and said sign shall be the customary and usual size used by real estate brokers in the general area.

12. 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.

13. 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.

14. These covenants and restrictions herein set out shall only apply to the lots included in the plat of HILLWOOD ACRES Phase III, said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 125, They shall not be held or construed as creating any requirement on the part of the owner of the subdivision, its assigns or successors, to restrict any other property which the owner now owns or hereafter owns, irrespective of whether any such property is contiguous or adjacent to HILLWOOD ACRES Phase III, from being conveyed subject to the same, similar or different covenants and restrictions than those herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any lot owner(s), their respective heirs, successors or assigns, as to any other property which the developer owns or may own within the vicinity of HILLWOOD ACRES Phase III by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.

IN WITNESS WHEREOF, this declaration has been duly signed by the owner of HILLWOOD ACRES this the 6<sup>th</sup> day of November 1994.

CANEY FORK INVESTORS, INC., a Tennessee Corporation

By:   
James E. Davis, President

By:   
Steve W. Robinson, Vice-President

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, James E. Davis and Steve W. 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 President and Vice-President, respectively, of Caney Fork Investors, Inc., and that they as such officers, being authorized so to do, execute the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Vice-President, respectively.

Witness my hand and official seal of office on this the 6<sup>th</sup> day of November, 1994.

Barbara Perkins  
Notary Public



My commission expires: 1-18-2000

State of Tennessee, County of CUMBERLAND  
Received for record the 06 day of  
NOVEMBER 1996 at 11:53 AM. (REC# 165965)  
Recorded in official records DEED  
Book D520 Page 51- 54  
Notebook 9 Page 786  
State Tax \$ .00 Clerks Fee \$ .00,  
Recording \$ 16.00, Total \$ 16.00,  
Register of Deeds JUDY GRANAM SWALLOWS  
Deputy Register MARGARET MAREWELL

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