

DECLARATION OF RESTRICTIONS
BYRL HILL PROPERTY

WHEREAS, BYRL HILL and wife, EVA RUTH HILL, are the owners and developers of the BYRL HILL PROPERTY, being described as Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 by plat of record in the Register's Office, Cumberland County, Tennessee, in Plat Book 10, Page 315 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, BYRL HILL and wife, EVA RUTH HILL, impose upon the BYRL HILL PROPERTY the following restrictions, reservations, and conditions, all of which shall be deemed covenants running with the land:

1. There is hereby reserved a 20 foot utility and drainage easement parallel to the front lot line, and 10 foot utility and drainage easement parallel to the side and rear lot lines. There is a 40 foot building setback line from the Keyes Road. *Finer*

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 hogs or chickens to be kept on the property for commercial use.

4. No alcoholic beverages to be sold on property.

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.

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 1,000 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages. No mobile homes, neither single wide nor double wide, or Modular Homes shall be permitted on the property. All homes to be on a contiguous block foundation.

9. All homes must be attractive and neat in appearance and nicely painted and maintained on the exterior.

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 the BYRL HILL PROPERTY, said plat being of record in Register's Office, Cumberland County, TN, in Plat Book 10, page 315. 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 the BYRL HILL PROPERTY, 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 the BYRL HILL PROPERTY 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 owners of the BYRL HILL PROPERTY this the 25 day of July ^{June (S.W.)}, 1999.

Daryl Z Hill
BYRL HILL
Eva Ruth Hill
EVA RUTH HILL

State of Tennessee, County of CUMBERLAND
Received for record the 08 day of
JULY 1999 at 3:22 PM. (REC# 217818)
Recorded in official records GENERAL IN
Book 1038 pages 1102-1104
Notebook 11 Page 441
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register ADRIA C. GOSS

STATE OF Ohio
COUNTY OF Montgomery

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared BYRL HILL and wife, EVA RUTH HILL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged the execution of the foregoing instrument for the purposes therein contained and expressed.

Witness my hand and official seal of office on this the 25 day of June, 1999.

[Signature]
Notary Public

My commission expires: 4-10-2000

SHEILA D. INGRAM, Notary Public
State of Ohio
My Commission Expires April 10, 2000