

DECLARATION OF RESTRICTIONS

DEER RUN ESTATES, PHASE 1

WHEREAS, CANEY FORK PROPERTIES, LLC, is the owner and developer of Deer Run Estates, Phase 1, being described as Lots 1, 2, 3, 4, 5, 6 and 7 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 249 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 Deer Run Estates, Phase 1, 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 50 foot building setback line from the Dripping Springs Road and a 40 foot building setback line from the Deer Run Drive.

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.

Pioneer

3. No hogs or chickens to be kept on the property for commercial use.

4. 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.

5. 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.

6. 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.

7. No residence shall be constructed thereon having less than 960 square feet of heated floor space, exclusive of porches, carports, breezeways and attached garages; however, mobile homes shall also be permitted with a 16' 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 960 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.

8. 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.

9. 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.

10. 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.

11. These covenants and restrictions herein set out shall only apply to Lots 1, 2, 3, 4, 5, 6, and 7 included in the plat of Deer Run Estates, Phase 1. 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 Deer Run Estates, Phase 1, 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 Deer Run Estates, Phase 1, 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 Deer Run Estates, Phase 1, this the 24th day of Sept., 1998.

CANEY FORK PROPERTIES, LLC
A Tennessee Limited Liability Company

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

By: Steve W. Robinson Manager
Steve W. Robinson, Manager

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 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 Managers of CANEY FORK 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 24th day of Sept, 1998.

Barbara Hedley
Notary Public

My commission expires: 1-18-2000.



State of Tennessee, County of CUMBERLAND
Received for record the 24 day of
SEPTEMBER 1998 at 3:40 PM. (REC# 201840)
Recorded in official records GENERAL IN
Book 1022 pages 1695-1698
Notebook 11 Page 97
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 18.00, Total \$ 18.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register MARY LOU JACKSON