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DECLARATION OF RESTRICTIONS

POMONA ACRES, PHASE I

WHEREAS, CANEY FORK PROPERTIES, LLC, is the owner and developer of Pomona Acres, Phase I, being described as Lots 1, 2, 3, 4, 5, 6, 7, and 8 by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 10, Page 49 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 Pomona Acres, Phase I, 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 residential purposes.

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 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 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 exterior wall 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 1,000 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 1,000 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 the lots included in the plat of Pomona Acres, Phase I, said plat being of record in the Register's Office of Cumberland County, Tennessee in Plat Book 10, Page 49. 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 Pomona Acres, Phase I, 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 Pomona Acres, Phase I by virtue of the property herein conveyed being subject to the foregoing covenants and restrictions.