

This Instrument Prepared By:
JOHNSON & MAXWELL
Attorneys at Law
Sevierville, Tennessee, 37862

DECLARATION OF RESTRICTIONS

CHAPEL HILLS SUBDIVISION

WHEREAS, BNS Realty, Inc., being the owner of a certain tract of land situated in the thirteenth (13th) civil district of Sevier County, Tennessee, shown on a plat of record in map book 21 at page 141, Register's Office, Sevier County, Tennessee, to which plat reference is here made, do hereby impose upon all lots in said Subdivision, the following restrictions which shall run with the land and which shall be enforceable by BNS Realty, Inc., and the Grantee of any deed conveying any lot or lots, parcels or tracts shown on said map or any parts or portions thereof, shall be deemed by the acceptance of such deed to have agreed to all such covenants and covenanted, to observe and comply with, and be bound by all covenants and restrictions as follows:

1. Said property shall be used solely for residential purposes.
2. No house or residence shall be constructed thereon having less than 1,100 square feet of inside heated floor space, exclusive of carport.
3. No temporary buildings shall be maintained on said property.
4. No old or used residential buildings shall be moved on or maintained on any part of this property.
5. No trailers or mobile homes and other types of mobile homes shall be moved on or maintained on any part of this property.
6. No junk yards or outside toilets shall be erected or maintained on this property.
7. At least eight (8) feet of road right-of-way is herein reserved for utility purposes.

8. A six (6) foot easement for the installation of public utilities is reserved along each side of all lot lines, except in cases where one person owns two and/or more adjacent lots. In such event, said easement will not be reserved along interior lot lines.

If the owners of any lots covered by these restrictions, or any of their heirs or assigns, violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in said tract or development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing.

Further, it is agreed that irreparable damage will be caused by any violation of these covenants or restrictions which cannot be compensated for by a monetary recovery and the measure of which cannot be ascertained, so that, an Injunction may be issued to prevent any violation or threatened violation; and in the event that any of these conditions and restrictions shall be, by the judgment of any court, held invalid or unenforceable, such decision shall not in any way effect the validity and enforceability of any other restrictions or conditions not so adjudged by the court as invalid or unenforceable, but all others shall remain in full force and effect.

These covenants shall run with the land and be binding on all parties and all persons claimind under them until July 7, 1987, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of these lots in said subdivision, it is agreed to change said covenants in whole or in part.

BNS REALTY, INCORPORATED

BY: *Jack Faro*
JACK FARO, President

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, CHARLIE R. JOHNSON, a Notary Public in and for the State and County aforesaid, personally appeared JACK FARO, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT of BNS REALTY, INC., the within named bargainor, a corporation, and that he, as such PRESIDENT being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

WITNESS my hand and seal at office, in Sevierville, Tennessee, this the 17th day of July, 1977

Charlie R. Johnson
Notary Public

My Commission Expires: 8-11-80

SEVIER COUNTY, TENNESSEE

Instrument and Certificate were noted in
Book 35 Page 199 At 11:45 clock A.M. 7-20 1977
No. 3972 Recorded Misc Book 53 Page 120
Tax 7.00 Fee Recording 6.00 Ct. House Fund 1.00
Total 7.00 Receipt 10335
Witness My Hand Gregory Anderson
Register