

property. See Affidavit of Heirship and Partnership Interest recorded in Book 1780 PG 398
Register's Office, Jefferson County, Tennessee. Book 1780 PG 400

This transfer is subject to following restrictions, covenants, and reservations.

1. Restrictions. Declarant also referred to as Seller(s)/Grantors hereby declares, establishes, and agrees for the benefit of each and every owner of all or any part of, or any interest in, the Property, their successors and assigns, that the Property and all lots comprising the Property shall be held and conveyed subject to the following restrictions, conditions and covenants:
 - a. No lot or lots shall be used for any purpose other than as a single-family residence and approved agricultural uses. There shall not exist on any lot at any time more than one residence.
 - b. No mobile home, tent, shack, temporary building shall be erected on any of the lots.
 - c. No garage shall be constructed except as an integral part of, or immediately adjacent to, the residence it is intended to serve.
 - d. No dwelling or any part thereof, including garages and porches, shall be erected on any lot closer than thirty-five (35) feet to the front street line, or closer than fifteen (15) feet to either side lot line, or closer than fifteen (15) feet to the rear lot line. If two or more lots are acquired as a single building site, the side lot lines shall refer only to the lot lines bordering the adjoining property owners.
 - e. No one-story or one and one-half story dwelling shall be constructed on any lot with a fully enclosed first floor area of less than fourteen hundred (1,400) square feet, exclusive of carport, garage, and open or screened porches. No two-story or higher buildings shall be constructed with a fully enclosed first floor area of less than fourteen hundred (1,400) square feet.
 - f. No trucks, except pick-up trucks or similar size vans or recreational vehicles, and no commercial type vehicles shall be stored or parked on any lot, unless parked in a closed garage, or to the side or rear of home.
 - g. No commercial breeding or sales of any animals shall be conducted on any lot.
 - h. No signs, billboards, or other advertising, except normal real estate "for sale" signs shall be displayed on any lot.
 - i. All fields to be mowed at least two (2) times per year. No refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on the Property.
 - j. Any subdivision of the lots must be approved by the local government authority.
 - k. Four head of cattle or horses with calf or foal are permissible per 5-acre tract. Per additional combined acre, one head of cattle or horse is allowed per acre. Barns and stables are permitted to accommodate the same number of cattle or horses. No dog kennels are permitted. Six chickens are permitted per 5-acre tract and are to be for personal use only.
 - l. All homes shall be of brick, stucco, stone, cement siding or natural wood, or a combination thereof. Masonite, vinyl, simulated brick, or other similar synthetic siding.
 - m. No part of the property shall be used or developed for: The dumping or other disposal of wastes, refuse and debris on the Property; No installation of any above-ground communication towers or antenna or related facilities or structures.

2. Remedies.

- a. Notice of Violation. If the Declarant, so long as the Declarant owns any of the Property, or any other owner of any lot determines that a violation of the terms of this Declaration has occurred or is threatened, the Declarant or other owner may give written notice to the owner of the lot involved of such violation and demand corrective action to cure the violation.
- b. Injunctive Relief. If any owner fails to cure the violation within thirty (30) days after receipt of written notice thereof, or under circumstances where the violation cannot reasonably be cured within a thirty (30) days period, fails to begin curing such violation within the thirty (30) days period, or fails to continue diligently to cure such violation until finally cured the Declarant or any other owner of any portion of the Property may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.
- c. Forbearance. Forbearance by the Declarant or any other owner of any of the Property to exercise its rights under this Declaration in the event of any violation of any provision of this Declaration shall not be deemed or construed to be a waiver of such provision or of any subsequent breach of the same or any other provision hereof or of any rights under this Declaration. No delay or omission by the Declarant in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.
- d. Duration. The restrictions, covenants and conditions set forth herein shall run with the land and continue as such for forty-five (45) years from the date hereof and shall be extended thereafter for successive periods of fifteen (15) years each unless the owners of two-thirds (2/3) of the lots shall agree to alter, modify, or terminate any or all of these restrictions. Prior to forty-five (45) years from the date hereof, this Declaration shall be terminated or extinguished only by agreement of all the owners of the Property, such agreement to be evidenced by a writing signed by all such parties recorded in the office of the Register of Deeds for Jefferson County, Tennessee.

3. General Provisions.

- a. Recordation. The Declarant shall record this instrument in a timely fashion in the official records of Jefferson County, Tennessee and may re-record it at any time as may be required to preserve its rights under this Declaration.
- b. Controlling Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of Tennessee.
- c. Severability. If any provision of this Declaration, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent, be held invalid, inoperative, or unenforceable, the remainder of this Declaration, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for the Declaration; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.
- d. Successors. The covenants, terms, conditions, and restrictions of this Declaration shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

- e. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEEES, their heirs and assigns forever; and we do covenant with the said GRANTEEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same is unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness my hand this 23 day of September 2023.

BIBLE PARTNERSHIP

Stacie Bible Brown
By: Stacie Bible Brown, partner

Stacie Bible Brown
Stacie Bible Brown, individually

STATE OF CO
COUNTY OF Broomfield

Before me, the undersigned authority, in and for said County and State, personally appeared, Stacie Bible Brown, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged herself to be a Partner of Bible Partnership, A Tennessee General Partnership, the within named bargainer, a partnership, and that she as such partner, executed the forgoing instrument for the purposes therein contained, by signing the name of the partnership by herself as partner.

Witness my hand and official seal at office, this 23RD day of September ~~2013~~ ²⁰²³

WILLIAM JOSEPH POLAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214013758
MY COMMISSION EXPIRES APRIL 08, 2025

William Poland
NOTARY PUBLIC

STATE OF CO
COUNTY OF Broomfield

Before me, the undersigned authority, in and for said County and State, personally appeared, Stacie Bible Brown, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and acknowledged that she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office, this 23RD day of September ~~2013~~ ²⁰²³

My commission expires:

William Poland
NOTARY PUBLIC

WILLIAM JOSEPH POLAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214013758
MY COMMISSION EXPIRES APRIL 08, 2025