

This Instrument Prepared By
Phillips M. Smalling
Byrdstown TN

DECLARATION OF PROTECTIVE COVENANTS,
ROADS AND COMMON LANDS

"THE LEDGES AT WHITE OAK FLAT"

KNOW ALL MEN BY THESE PRESENTS:

This Declaration (the "Declaration") made and published as of this 21st day of February, 2003, by J.J. DETWEILER ENTERPRISES, INC., AN OHIO CORPORATION, authorized to do business in Tennessee, (the "Developer"), with respect to that certain real property located in Overton County, Tennessee, being known as "THE LEDGES AT WHITE OAK FLAT", and being that property subject of a Deed of record in Deed Book 295, Page 217, (Master Tract), of the Register's Records for Overton County, Tennessee, and being known as the property, being the same property subject of a Final Plat known as THE LEDGES AT WHITE OAK FLAT of record in Plat Cabinet A, Folder 184-A, of the Overton County Register of Deeds.

W I T N E S S E T H

WHEREAS, the Property is owned by the Developer; and

WHEREAS, the Property is being developed as a residential development to be known as "THE LEDGES AT WHITE OAK FLAT"; and

WHEREAS, the Developer desires to provide for the harmonious development, maintenance and restriction of the use of the Property;

NOW, THEREFORE, in consideration of the premises and in consideration of the mutual benefits inuring to the present and future owners of the land within the Property, the following provisions are hereby adopted as covenants to run with the land and bind all present and future owners of the Property:

1. USE. The property shall be used for single family residential purposes subject to the following:

- (a) All residential structures shall contain no less than five hundred (500) square feet of finished living space, exclusive of open porches, garages, porticos, carports and the like.
- (b) No parcel or tract shall be used in a way that noxious odors emit or unsightly unhealthy or unkempt conditions exist to the nuisance of other tract or parcel owners.
- (c) There shall be no commercial livestock operations of any kind, including, but not limited, to the raising for sale or slaughter of chickens, cattle, goats, swine or other type animal. It will be a permissible use to keep and stable horses for personal use by the owner and/or occupant of the property.
- (d) No activity that creates a nuisance to other land owners as the result of loud noises, music, speakers, amplification of noise, etc. A nuisance shall include any such activity that diminishes or destroys the reasonable and quiet enjoyment of the properties subject of these declarations.
- (e) No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.

- (f) That said property must conform to local zoning regulations.
- (g) Buyer will keep the property in a clean, sanitary and sightly condition, and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
- (h) That Buyer will not nor will Buyer permit the storage of refuse, trash or hazardous materials on said property nor may the property be used as a dump or landfill site.
- (i) Any residence erected on the property must have the exterior completed within six (6) months. The exterior must be constructed with new material. All exterior must be finished in earthtones only (i.e. browns, grays). No white or white variations will be permitted.
- (j) Before occupancy of any house or manufactured house, a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
- (k) Single-wide mobile homes and double-wide mobile homes must be new when placed. New shall be defined as first occupancy and placement to utility services after manufacture.
(Wheels must be removed and new mobile home type skirting must be applied within thirty (30) days of placement).
- (l) No tent, camper, school bus or recreational vehicle will be used as a permanent residence.
- (m) Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
- (n) Invalidiation of any of these covenants by judgment of court order will in no way affect any of the other provisions, which will remain in full force and effect.

2. **ROADS:** The existing roads and road right-of-ways within the described properties are as of the date of this declaration privately owned and maintained by the Developer. Each Owner and their invitees are granted a right to use the roads for ingress and egress and other reasonable and appropriate uses. The location of existing roads are as depicted on the plat of record referenced in the Declaration paragraph above. It is the intention of the Developer to dedicate the roads for public use, if feasible, however, the Developer has no obligation to dedicate the roads.

(a) **Maintenance and Cost:**

The Developer shall maintain roads within the development in the existing condition being a primary base of gravel in a level and usable condition. The individual owners shall pay an annual fee to the Developer of NINETY (\$90.00) DOLLARS, due and payable on or before January 1, 2003, and each year thereafter so long as the Developer owns and maintains the roads. The fee as stated shall be used by Developer for road maintenance for the common good of all landowners.

(b) The Developer has constructed roads in various portions of the master tract of property that include roads within the area known as **THE LEDGES AT WHITE OAK FLAT**, but which also include roads that continue through the tract for ingress and egress to other tracts and areas of development. Each Owner acknowledges and agrees that the maintenance cost described above may, at the discretion of the Developer, be used for maintenance of roads in the master tract whether within **THE LEDGES AT WHITE OAK FLAT** area or not.

(c) In the event the Developer dedicates the roads for public use to Overton County, Tennessee, and such is accepted for

maintenance by the County Highway Department, then the fee to the Developer will no longer be an obligation of the individual landowner and the annual fee will cease.

3. **COMMON AREAS:** The Developer has designated parcels of property as common areas for the general use and benefit of the owners and guests of the other parcels and tracts of the development. The common areas are on survey plats which are recorded in the Register of Deeds Office and are intended for hiking, trails, nature areas, and/or other recreational uses consistent with the nature of the property. The common areas will be maintained for the common benefit by the Developer.

(a) **Maintenance and Cost:**

The individual landowners of the development shall pay an annual fee of TEN (\$10.00) DOLLARS to Developer on or before January 1, 2003, and each year thereafter so long as the Developer owns and maintains the common areas. The fee as stated shall be used by Developer for the maintenance of the common areas for the common good of all landowners.

(b) The Developer is the owner of the Master Tract of property referenced above which includes subsections of development such as "THE LEDGES AT WHITE OAK FLAT" and has provided for common areas as described above. The common areas shall be maintained for the benefit of all landowners in the various sections of development. Each owner acknowledges and agrees that the maintenance costs described above may, at the discretion of the Developer, be used for maintenance of common areas in the Master Tract whether within "THE LEDGES AT WHITE OAK FLAT" or not.

- (c) The Developer shall have the reserved right to eliminate the common areas and sell said properties subject to the general covenants, restrictions and provisions for roads set forth in this instrument. In such event, then the fee to the Developer will no longer be an obligation of the individual landowners and the annual fee will cease.

4. UTILITY EASEMENTS: The Developer reserves a permanent utility easement of ten (10) feet running parallel to the adjoining road right-of-way line of each lot or tract that is depicted on the master subdivision/développement plat. The utility easement may be for use for water lines, natural gas lines, overhead or underground electric or related utilities. In addition to the permanent easement an additional five (5) feet beyond the permanent easement is reserved as a temporary construction and maintenance easement for said utilities. The total width of permanent and temporary easements is fifteen (15) feet from the right-of-way line of the road that adjoins each lot or tract with said easements running parallel to that road right-of-way line.

5. LIEN FOR FEES: The individual landowners of tracts or parcels will have personal liability for the fees provided in Sections 2 and 3 above. Additionally, the failure to timely pay annual fees, when applicable, will result in an enforceable lien which will attach to the property subject of this Declaration. In the event the annual fee is not paid, the

Developer shall have the option of seeking recovery by all legal remedies, including a foreclosure of the lien by judicial sale with recovery of costs and expenses.

WITNESS MY HAND THE DAY AND DATE FIRST ABOVE WRITTEN.

J.J. DETWEILER ENTERPRISES, INC.

By 
JOSEPH J. DETWEILER, PRESIDENT

State of Tenn., Overton County
Received for record 2-26 2003 at
O'Clock 11 and noted in Note
Book 304 Page 291 Recorded in W.D.
State tax paid Fee Recording
Fee Total \$
Receipt No.
Register of Deeds Franklin Smith

STATE OF OHIO
COUNTY OF STARK

Personally appeared before me, the undersigned authority,
a Notary Public in and for said County and State, the within named
JOSEPH J. DETWEILER, with whom I am personally acquainted, and who,
upon oath, acknowledged himself to be PRESIDENT of J.J. DETWEILER
ENTERPRISES, INC., the within bargainor, and being authorized to do
so, executed the foregoing instrument for the purposes therein
contained, by signing the name of JOSEPH J. DETWEILER, as PRESIDENT
of J.J. DETWEILER ENTERPRISES, INC.

Witness my hand and official seal of office in
Uniontown, Ohio, on this the 21st day
of February, 2003.

Wendie L. Shue
NOTARY PUBLIC

Commission Expires:
11-30-05

WENDIE L. IBERG, Notary Public
Residence - Stark County
State Wide Jurisdiction, Ohio
My Commission Expires Nov. 30, 2005



State of Tenn., Overton County
Received for record 2-26-2003 at
8:30 O'Clock A M and noted in Note
Book 76 Page 160 Recorded In W D
Book 304 Page 291
State tax paid _____ Fee _____ Recording
Fee 42.00 Total \$ 42.00
Receipt No. 49498
Register of Deeds Franklin Smith