

## **Declaration of Protective Covenants and Restrictions For the Property at Muddy Pond**

This conveyance is made subject to the following restrictions and covenants; said restrictions being recorded with the Warranty Deed at the Register's office, Fentress County, Tennessee; said restrictions and covenants shall run with the land and be binding upon all future owners of said land, to wit:

1. The property shall be used for single family residential purposes and light commercial business only.
2. All residential structures shall contain no less than one thousand (1,000) square feet of finished living space, exclusive of open porches, garages, porticos, carports and the like.
3. No parcel or tract shall be used in a way that noxious odors emit or unsightly, unhealthy, or unkept conditions exist to the nuisance of other tract or parcel owners.
4. There shall be no commercial livestock operations of any kind, including, but not limited to the raising for sale or slaughter of chickens, goats, swine or any other type of animal or fowl. It will be permissible use to keep and stable horses for personal use by the owner and/or occupant of the property. Farm animals are permitted for personal use only.
5. No activity that creates a nuisance to other landowners 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.
6. No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any other unsightly objects or matter will be permitted on the property.
7. Said property must conform to local zoning regulations.
8. Buyer will keep the property in clean, sanitary and sightly condition, and in compliance with all laws or regulations imposed by any government authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
9. 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.
10. Any residence erected on the property must have the exterior completed within twelve (12) months. The exterior must be constructed with new material. All exterior must be finished in earthtones only (i.e. browns, grays).
11. Before occupancy of any house a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
12. Mobile homes or modular homes are prohibited and shall not under any circumstances be placed on the property as a temporary or permanent structure.
13. No tent, camper, school bus nor recreational vehicle will be used as a permanent residence or shall any other temporary residence be used for longer than thirty (30) days. Exceptions will be made for homes being constructed up to one year.
14. Developers are not responsible for any building permits, storm water permits, erosion control permits, septic permits, or any other permits required by the Tennessee Department of Environment and Conservation. Where protective covenants and county or township zoning ordinances are in conflict, the stricter will prevail.
15. Invalidation of any of these covenants by judgement of court order will in no way affect any of the other provisions, which will remain in full force and effect.
16. All clear-cutting of property is prohibited.
17. These covenants and restrictions shall apply to the property herein conveyed and shall not be construed as creating any requirements to restrict any of the remaining property located within the original tract, of which this property is a part.
18. No sign of any kind shall be displayed to the public view for any lot except a professional sign of not more than one (1) square foot advertising the property for sale or rent, except with permission from the developer.
19. No changes may be made in recorded plat unless approved by the developer.