

This instrument prepared by:  
Shawn C. Trail, Attorney, P.C.  
117 South Spring Street  
Manchester, Tennessee 37355

**SPRING HOUSE ESTATES SUBDIVISION**  
**Restrictive and Protective Covenants**

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**RESTRICTIVE AND PROTECTIVE COVENANTS**  
**FOR THE**  
**SPRING HOUSE ESTATES SUBDIVISION**

This Declaration of Restrictive and Protective Covenants (hereinafter referred to as "Restrictive Covenants") is made this 20th day of May, 2021, by I. A. Howard and wife, Marilyn Howard, (hereinafter referred to as "Developers").

WHEREAS, Developers are the owners of a subdivision in Coffee County, Tennessee, known as Spring House Estates Subdivision, plat of which is of record in Plat Cabinet 931A, in the Register's Office of Coffee County, Tennessee; and

WHEREAS, it is in the best interest of the Developers as well as to the benefit of every person or entity hereafter acquiring any of the property within said subdivision that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of said property be established, fixed and set forth, and declared to be running with the land; and

WHEREAS, Developers desire to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in Spring House Estates Subdivision (hereinafter referred to as "Spring House Estates Subdivision") and for the continued maintenance and operation of such common areas as may be provided.

NOW, THEREFORE, in consideration of the premises, the Developers agree with any and all persons, firms, corporations, or other entities hereafter acquiring any of the property hereafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easements, assessments and liens (all herein collectively referred to as "restrictions or declarations") relating to the use and occupancy thereof, said restrictions to be construed as covenants running with the land, which shall be binding on all parties, having or acquiring any right, title or interest in the described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this declaration, by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person, and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

**ARTICLE I**  
**DEFINITIONS**

The following words when used in this declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. **"Spring House Estates Community Association"** hereinafter called "The Association" is a non-profit unincorporated association (which may, by the Developers or the owners of a majority of the lots be subsequently incorporated as a non-profit corporation, in which case all references herein to the Association shall be considered to refer to The Association, as incorporated) or its successors or assigns.

B. **"Common Area(s)"** shall mean and refer to any property, real or personal, owned by The Association, for the prior and superior but non-exclusive use, benefit and enjoyment of the members of The Association, subject to the provisions of this declaration. The common areas shall be shown on the plat of Spring House Estates and consist of signage and decorative areas at the entrance to the subdivision. The Developers reserve the right to add additional common areas which shall be restricted in accordance with the covenants placed thereon at the time of dedication.

C. **"Declaration"** shall mean and refer to this declaration of covenants, conditions and restrictions applicable to the properties and which is recorded in the Register's Office of Coffee County, Tennessee.

D. **"Lot"** shall mean and refer to any plot of land to be used for single family residential purposes and so designated on any subdivision plat for Spring House Estates.

E. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any lot which is a part of Spring House Estates, excluding, however those parties having such interest merely as a security interest for the performance of an obligation.

F. **"Member"** shall mean and refer to any person who is the owner of a lot and as such is a member of The Association.

G. **"Person"** shall mean and refer to any natural person as well as a corporation, partnership, association or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural, where the context so requires.

H. **"Spring House Estates", or "the Subdivision"** shall mean and refer to that subdivision of Spring House Estates owned by Developers in Coffee County, Tennessee, together with such additions thereto as may from time to time be designated by Developers, whether or not such additions are contiguous with, or adjoin the boundary lines of that portion of Spring House Estates shown on the plat which has been recorded to date.

ARTICLE II  
PROPERTIES SUBJECT TO THIS DECLARATION

A. The property which is subject to this declaration is located in Coffee County, Tennessee and is shown on plat prepared by Best Land Surveying, of record in Plat Cabinet 931A, Register's Office of Coffee County, Tennessee.

B. Developers hereby reserve the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this declaration to other property to be developed as part of Spring House Estates, and thereby to bring such additional properties within the jurisdiction of The Association. The additions herein authorized shall be made by filing of record one or more supplementary declarations in respect to the properties then to be subject to this declaration, which shall extend the jurisdiction of The Association to such property and thereby subject additional property to assessments for their just share of The Association expenses. Each supplemental declaration may contain such complimentary additions and modifications necessary to reflect the

different character of the added property, however they may not revoke or otherwise amend the provisions of this declaration as it pertains to the property subjected hereto.

ARTICLE III  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership

1. Every person or entity who is the owner of record of a fee interest in any lot shall be a member of The Association, subject to and bound by The Association's by-laws, rules and regulations. This is not intended to include persons who hold a security interest in any lot as collateral for the performance of an obligation. When any lot is owned of record in joint tenancy or tenancy in common, or by some other legal entity, the membership to such lot shall be joint and the right of membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section B.

2. No membership or initiation fee shall be charged, however members shall be required to pay amounts necessary to carry on the business of The Association and to pay when due the charges, assessments and special assessments levied upon each members' lot as specified in the declaration, the by-laws, or as the members of The Association may from time to time hereafter adopt.

B. Voting and Voting Rights

1. The voting rights of the membership shall be appurtenant to the ownership of a lot. The owners of each lot shall have one (1) vote for each lot which they own. When two or more persons hold an interest in any lot, the vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot, and in no event shall more than one (1) vote be cast with respect to any lot. Notwithstanding the foregoing, with respect to any lot owned or financed by the Developer, the Developer shall be entitled to three (3) votes for each lot owned by the Developer at the time such vote is taken.

2. Any member who is delinquent in the payment of any charges duly levied by The Association against a lot shall not be entitled to vote until all such charges together with such reasonable penalties as the officers or the board of directors of The Association may impose, have been paid.

3. On all matters, a majority of the votes entitled to be case shall constitute a quorum, and a majority of the votes present at such quorum shall carry any vote.

ARTICLE IV  
COMMON AREA PROPERTY RIGHTS

A. Every owner shall have a non-exclusive right and easement of enjoyment in and to the common areas, if any, which shall be appurtenant to and pass with the title for every lot, whether or not mentioned specifically in the deed to said lot, subject to the provisions of this declaration, and the by-laws of The Association, including but not limited to the following:

1. Subject to the provisions of this declaration, the right of The Association to limit the use of the common area to owners, their families and guest.

2. The right of The Association to suspend the enjoyment rights of an owner for any period during which any assessments against his lot remains unpaid, or for any infraction of The Associations published rules and regulations.

3. The right of The Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members.

B. Every owner shall have an interest in all the property owned by The Association as is represented by the ratio of the number of lots owned by said member to the total number of lots in the subdivision.

ARTICLE V  
MAINTENANCE ASSESSMENTS

A. **Annual Assessment.** For each lot owned within the Subdivision, every owner covenants and every subsequent owner of each such lot, by acceptance of a deed is deemed to covenant and agree to pay to The Association annual assessments or charges for the creation of a maintenance fund in amounts to be established from time to time by The Association, and special assessments as approved by the members from time to time.

B. **Purpose of Assessments.** The Assessments levied by The Association shall be used to provide funds for such purposes as The Association may determine or for the benefit of its members, or to promote the health, safety and welfare of the residents of the Subdivision, or for the acquisition, improvements or maintenance of properties or facilities related to the use and enjoyment of the common areas, including but not limited to the cost to repair, replacement or additions thereto; and for the payment of taxes assessed against the common area, the procurement and maintenance of insurance or any other needs as may arise at the discretion of The Association.

C. **Creation of the Lien and Personal Obligation of Assessment.** In order to secure payment of each assessment, after the due date there shall attach a continuing lien against each lot, the amount of which shall include costs, reasonable attorney fees and interest at the rate of ten percent (10%) per annum, simple interest, from the due date. Each assessment together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due.

D. **Exempt Property.** The assessments and liens created under this Article shall not apply to the common area(s).

E. **Special Assessments.** In addition to the annual assessments authorized above, The Association may levy any special assessment approved by The Association, provided that it is approved by a two-thirds (2/3's) of the votes entitled to be cast at any meeting called for such purpose.

F. **Notice and Quorum for any Special Assessments.** Written notice of any meeting called for the purpose of making any special assessments

shall be sent to all members not less than five (5) days nor more than sixty (60) days in advance of the meeting.

**G. Date of Commencement of Annual Payments, Due Dates and Certificate of Payment.** Annual assessments provided for herein shall commence as to all lots on the first day of the month following the filing of the declaration. The first annual assessment shall be adjusted based on the remaining portion of the calendar year available. At least thirty (30) days before January 1<sup>st</sup> of each year, The Association shall fix the amount of the annual assessment against each lot, and in the event they fail to do so, the assessment rate shall be the same as assessed for the prior year. Written notice of any changed assessments shall be sent to every owner. The due dates of the payment of annual and special assessments shall be established by The Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of The Association setting forth whether the assessments on a specified lot have been paid to date.

**H. Remedies of The Association.** The Association, its agent or representative may bring an action at law or in equity against the owner personally obligated to pay the assessment, or foreclose the lien against the lot to which the assessment relates in the same manner as if it were a mechanic's or materialmen's Lien, pursuant to T.C.A. § 66-11-101, et sq, as amended. No owner may waive or otherwise escape liability for the assessments by the non-use of the common area(s) or by abandonment of his lot.

**I. Subordination of the Lien to Mortgages.** The liens provided for herein shall be subordinate to the lien of any deed of trust or mortgage on any lot if all such assessments with respect to such lot having a due date on or prior to the date such mortgage is filed for record have been paid, or if they have not been paid, no lien has been filed in the Register's Office of Coffee County, Tennessee. The lien created hereby is subordinated to any mortgage filed prior to the date any lien is filed in the Register's Office pertaining to said lot. Sale or transfer of any lot shall not affect any assessment lien.

ARTICLE VI  
ARCHITECTURAL MAINTENANCE AND USE RESTRICTIONS

The Developers shall have the right to enforce the restrictions set forth in this Article prior to the formation of the Architectural Review Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to "Committee" or "Architectural Committee" shall mean the Developers until the Committee is appointed. The following Architectural Maintenance and Use Restrictions shall apply to every lot within the Subdivision.

**A. Approval of Plans and Architectural Control Committee.**

1. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, road, drive, swimming pool, landscaping or improvement of any nature shall be constructed without obtaining the prior written approval of the Committee as to location, plans, and specifications. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a complete set of the plat, the building plans and specifications and the landscaping plans and specifications must be submitted to the Committee. Developers shall be the sole arbitrator of such plans and may withhold approval for any reason including purely aesthetic considerations. Upon giving approval, constructions shall be started

and prosecuted to completion promptly and in strict conformity with the plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within forty-five (45) days to approve or disapprove the plans and specifications, approval shall not be required. The Committee shall have the right to charge a reasonable fee for receiving and reviewing each application, in an amount not to exceed Twenty-Five Dollars (\$25.00).

2. At such a time as the Developers divest themselves of any interest in all lots within the subdivision, or at such earlier time as they so desire, Developers shall appoint members of an Architectural Committee ("The Committee") to consist of not less than three (3) members nor more than seven (7) members which shall exercise authority to approval plans until the end of the calendar year in which appointed. After that date, the Committee shall be selected by a majority of the votes of The Association members, who shall serve annually, or until their successors are elected.

**B. Improvements, Setback and Use Restrictions.**

1. No building or structure or any part thereof shall be located on any lot nearer to the front line, side line, or rear line than the minimum setback lines shown on the recorded plat, unless approval is sought and granted by the Planning Commission for the City of Manchester, Tennessee. For purposes of this covenant, uncovered porches, sidewalks or driveways shall not be included as a part of the structure.

2. The minimum square footage of any home built on any lot contained in the Subdivision shall be as follows:

(a) The living area of a single story home on any lot, exclusive of basements, bonus rooms, open porches, porticos, garages or breezeways shall be not less than one thousand six hundred (1,600) square feet.

(b) No dwelling of multiple stories or floor levels shall have an overall floor area, exclusive of basements, open porches, porticos, garages, or breezeways of less than Two thousand one hundred (2,100) square feet and shall not be permitted to have a ground floor area of less than one thousand two hundred (1,200) square feet.

3. Swimming pools shall not be nearer than ten (10) feet to any lot line and must be located to the rear of the main dwelling and must be below ground level. All swimming pools shall be fenced for safety purposes and comply with city codes.

4. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers and said containers must be kept in a clean and sanitary condition. The burning of trash, leaves, clippings, or other debris or refuse shall not be permitted on any part of any land without the written permit from any local bodies having jurisdiction over such burning. All garbage containers have to either be kept in the garage or in an enclosed storage area located in the rear of the house. Garbage container shall be placed at the curb in front of the residence only on established garbage pickup days. Garbage containers shall be removed to the rear of the house within a reasonable period of time after the garbage has been picked up, but in any event not later than the evening on the day of pick-up. No more than one (1)

rick of firewood neatly stacked for use in wood burning fireplaces may be maintained on any lot of this subdivision. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonable necessary for the construction to completion of the improvements on which the same is to be used.

5. No exposed above-ground tanks will be permitted. All public and privately owned electrical, telephone, cable television, gas, water and sewer lines, and communications lines shall be installed underground.

6. Unless expressly approved in writing by the Committee, no outside radio transmission tower or receiving antenna (including large satellite dishes) shall be erected by an owner within the subdivision, and no outdoor television antenna (including large satellite dishes) may be erected or installed if cable television reception is available to the lot. Notwithstanding the foregoing, so called "mini-dishes" or "mini-satellite dishes", used for receiving digital signals shall be permitted.

7. All driveways shall be constructed of concrete with curb cuts therefor and shall be a minimum of twelve (12) feet in width. No parking or storing of junk cars is allowed.

8. No outside clothes line or other clothes hanging devices shall be permitted.

9. No advertising sign of any kind shall be erected or displayed on any lot without the prior written consent of the Committee, provided however, this requirement shall not preclude the installation by the Developers or their agents of signs identifying the entire subdivision, nor shall it preclude normal "For Sale" signs.

10. No house trailer, boat, boat trailer, camper, tent, shed, motor home, or any other such vehicle, trailer, vessel or temporary structure shall be permitted on any lot unless screened from view of adjoining lots, streets, and common areas, provided however, temporary buildings shall be permitted during the construction period of houses.

11. All construction work must be completed with all due diligence. No incomplete structure shall be permitted to exist without active construction for more than ninety (90) days. Construction of any structure shall be completed within twelve (12) months from the date of approval by the Committee. No building shall be erected on any lot other than detached single family dwellings, not to exceed two (2) stories in height. Foundation blocks must be veneer covered with brick or other external material approved by the Developer or the Committee. The exterior finish of homes shall be brick, hardy board, or stone (real or artificial), or such other similar material as may be approved by the Committee. Premium Vinyl siding with a 0.42 thickness shall be allowed on soffits and gables. The roof of any dwelling or other building constructed on any lot shall be a pitched roof with a vertical pitch of at least eight (8) inches per foot. There shall be no flat roofs except over porches or patios and such flat roofs shall blend into and become a part of the roof of the main structure.

12. Any detached garages, outbuilding, or other additions must be constructed with the same type of exterior material as the principal dwelling, and must be of an architecturally compatible design



with the main residence, unless prior written approval is given by the Committee

13. No old or second-hand building shall be moved onto any lot or combination of lots. No person shall live on any lot or combination of lots in temporary buildings, trailers, basements, garages, or outbuildings. Children's tree houses, if built, must be properly constructed so as to present a neat uncluttered appearance, and must be to the rear of the main dwelling house, and ten (10) feet from any rear or side lot line.

14. All dwellings shall provide adequate garage space. Each home shall have garages attached to the dwelling provide space for not less than two (2) automobiles with a single garage door for a double car garage. Owners' and occupants' vehicles shall be parked in the garage subject to limitations on the number of cars for which the garage was designed. Garage doors shall be kept closed at all times, except when a vehicle is entering or leaving the garage, or when an individual is involved in some activity directly involving the garage.

15. No automobiles, trailers, campers, buses, trucks, tractors, inoperative vehicles, equipment or machinery of any kind, camp rigs off truck, boat rigging or any item deemed offensive by the Developers, or their successors and assigns, shall be stored permanently or semi-permanently on any public street, right-of-way or driveway. Any inoperable, non-licensed or unregistered vehicles must be stored in the garage with the garage door closed. No vehicles on concrete blocks. No junkyard shall be maintained in the Subdivision, nor shall farm equipment nor commercial trucks larger than one ton pickup trucks be parked in the Subdivision longer than is necessary for moving or for construction and maintenance then in progress.

16. Fences shall be constructed of metal or vinyl materials and location must be approved by the Developer or, after its formation, the Architectural Review Committee. No fences with a height of greater than sixty inches (five feet) shall be allowed. On all lots except corner lots, no fence shall be permitted between the front building or setback line and the street. On corner lots, no fence shall be permitted between either building or setback line and either street. Specifically no chain link, barb wire, chicken wire, woven wire or similar fencing shall be allowed.

17. All mailboxes on lots not included in the kiosk shall be a black, classic mailbox, item #SCC-1008, by Special Lite Products and all post shall be a black, edgewater mailbox post, item number SPK-680, by Special Lite Products. The original cost of installing the mailbox shall be the obligation of the lot owner.

**C. Driveways.** Driveways must be at least twelve (12) feet wide. The builder of each individual lot shall be responsible for cutting the curb alongside the road where the driveway is to be constructed, and for any damage to said curb. The builder of each individual lot shall be responsible for cutting the sidewalk prior to beginning construction, for protecting the edges of the sidewalk once cut, and for any damage to said sidewalk. Driveways must be constructed of concrete, must be completed with the construction of the house.

**D. Lot Area and Width.** No lot in this subdivision as platted and recorded in the Coffee County Register's Office can be subdivided and no dwelling shall be erected or placed on any lot except as platted and recorded in the Register's Office of Coffee County, Tennessee. This does not prohibit the placement of one (1) dwelling house on a lot that

has been combined with another lot in the subdivision. However, no person or other entity shall be allowed to buy up a multiple of lots and re-subdivide or change the plat as recorded in the Register's Office of Coffee County, Tennessee if such re-subdivision would serve to increase the total number of lots within the Subdivision.

**E. Residential Use.**

1. The lots shall be used for residential purposes only.

2. The residential structure on any lot shall be designed, constructed, and modified for no more than one (1) family, and only one (1) home is to be erected or constructed on any lot. Duplex residences, garage or basement apartments, group homes or daycare centers are prohibited.

3. No building situated on any lot may be rented or leased separate from the rental or lease of the entire property, and no part of any building shall be used for the purpose of renting rooms as a boarding house or other transient accommodation.

4. No lot or portion of a lot or combination of lots shall be used for the raising of or keeping of poultry, rabbits, horses, cows, swine, sheep, goats, snakes, exotic animals, or other livestock; however, this covenant shall not prevent the keeping of normal household pets such as birds, dogs, or cats, provided that they are not bred or maintained for any commercial purposes and no more than two (2) dogs and/or two (2) cats may be kept on any lot. There shall be no dangerous or vicious dogs.

F. Each owner shall refrain from any act, or use of his lot which reasonably causes embarrassment, discomfort, annoyance or nuisance to the neighborhood or any neighbors. No noxious, offensive, or illegal activity shall be carried on upon any lot. No noise may be created that would reasonably disturb the peace and quiet of the occupants of surrounding property. All lots shall be kept free from any unsightly deposit of trash, rubbish or other debris.

ARTICLE VII  
EASEMENTS

A. **General.** Each lot now or hereafter subjected to this declaration shall be subject to all the easements shown on the recorded plat upon which lot is shown. No structure of any type shall be erected or placed upon any part of a lot or common area which will interfere with the right or use of any easement shown on the recorded plat. Developers also retain an easement across the Subdivision until streets are turned over and accepted by the City of Manchester to reshape the ground, as necessary, to maintain proper or appropriate drainage, as the Developers, in their sole discretion, may from time to time determine.

B. The granting of the easement or right-of-way access reserved in this Article shall not prevent the use of the area by the owner for any permitted purposes, except for building or obstructions which may prevent or impair proper drainage flow.

C. The purpose of the easements reserved pursuant to this Article shall be to provide, install, maintain, construct, and operate utility service lines to or from each of the individual subdivision lots or through the subdivision for adjacent properties and to maintain

drainage. The Association may likewise reserve and grant easements for the installation or maintenance of sewage, utility or drainage facilities in, across, or under the common areas.

ARTICLE VIII  
GENERAL PROVISIONS

A. **Duration.** The restrictions shall be construed to be covenants running with the land and shall be binding and effective for a period of twenty (20) years from the date hereof, at which time they shall be automatically extended for successive periods of ten (10) years each unless it is agreed by the vote of a majority in interest of the lot owners to change, amend, or revoke any restrictions in whole or in part, either at the end of the said thirty (30) year period, or at the end of any subsequent ten (10) year period.

B. **Amendment.** These declarations may be amended at any time, and from time to time, by an agreement signed by at least fifty-one percent (51%) of the lots subject hereto. Notwithstanding the foregoing, during such time as the Developers own or have financed any lot in the Subdivision, the Developers shall be entitled to unilaterally amend these restrictions. Any such amendments shall not become effective until the instrument evidencing such change has been filed with the Register's Office of Coffee County, Tennessee.

C. **Enforcement.** If any person shall violate, or attempt to violate any of these restrictions it shall be lawful for any other person owning any property within the subdivision to bring an action against the violating party at law or in equity for any claim which these restrictions may create in such other owner to prevent the offending party from such acts or to recover damages for violation. Any failure by Developers or any property owner to enforce any of said covenants and restrictions or other provisions, shall in no event be deemed a waiver of the right to do so thereafter.

D. **Severability.** Invalidation of any one or more of these restrictions by judgment, court order or otherwise shall not affect any of the other provisions, not expressly held to be void, and all such remaining provisions shall remain in full force and effect.

E. **Delegation and Assignability.** Developers shall at all times, and from time to time, have the right to delegate any and all functions herein reserved to Developers. Further, Developers shall have the right at any time to fully transfer, convey and assign all or any part of its right, title and interest in and to common properties, if any, provided that any transferee shall take such rights, subject to all obligations and rights of Developers herein contained.

F. **Headings.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting or extending particular paragraphs to which they refer.

G. **Binding Effect.** The covenants, agreements, and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developers and all persons claiming by and through and under the Developers.

H. **Unintentional Violation of Restrictions.** In the event of an unintentional violation of any of the foregoing restrictions with respect to any lot, the Developers or their successors reserve the right (by and with the mutual written consent of the owner or owners at that

time of such lots) to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot. This right shall be granted only in the sole discretion of Developers, or when the Developer shall cease to own any of the property in the subdivision, then The Association.

IN WITNESS WHEREOF, the parties have caused this Declaration of Restrictive Covenants to be duly signed this 20th of May, 2021.

*I. A. Howard*

I. A. HOWARD

*Marilyn Howard*

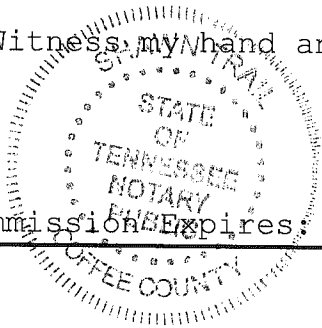
MARILYN HOWARD

**ACKNOWLEDGMENT BEFORE NOTARY PUBLIC**

STATE OF TENNESSEE )  
COUNTY OF COFFEE )

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid State and County, I. A. HOWARD and wife, MARILYN HOWARD, the within named bargainer's, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 20th day of May, 2021.



*[Signature]*

NOTARY PUBLIC

My Commission Expires: January 18, 2022

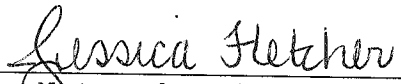
**True Copy Certification**

I, Shawn C. Trail, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

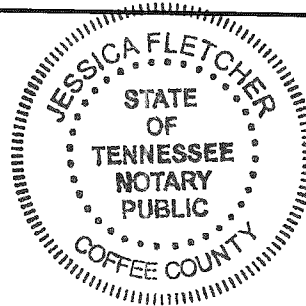
  
Signature

State of Tennessee )  
County of Coffee )

Personally, appeared before me, Jessica Fletcher, a notary public for this county and state, Shawn C. Trail, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

  
Notary's Signature

My Commission Expires: March 13, 2024



**BK/PG:T1145/907-919  
21005203**

|                              |                          |
|------------------------------|--------------------------|
| <b>13 PGS : RESTRICTIONS</b> |                          |
| <b>CASEY JACOBS</b>          | <b>126785 - 21005203</b> |
| <b>05/28/2021 - 09:25 AM</b> |                          |
| <b>VALUE</b>                 |                          |
| <b>MORTGAGE TAX</b>          | <b>0.00</b>              |
| <b>TRANSFER TAX</b>          | <b>0.00</b>              |
| <b>RECORDING FEE</b>         | <b>65.00</b>             |
| <b>DP FEE</b>                | <b>2.00</b>              |
| <b>REGISTER'S FEE</b>        | <b>0.00</b>              |
| <b>TOTAL AMOUNT</b>          | <b>67.00</b>             |

STATE OF TENNESSEE, COFFEE COUNTY  
**DONNA R TONEY**  
REGISTER OF DEEDS