

**DECLARATION OF RESTRICTIVE COVENANTS FOR
WHITE OAK LANDING PHASE IV**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 31st day of MAY, 2019, by **HARDIN BOTTOMS DEVELOPMENT CO., INC.**, a Tennessee corporation (the "Declarant").

Declarant is the owner of the real property ("Property") more fully described on the Plat of record in Plat Book PB1, Page 187 in the Register's Office for Perry County, Tennessee ("Plat"), and was conveyed to the Declarant by deed of record in Deed Book D19, Page 605 in the Register's Office for Perry County, Tennessee and by this reference incorporated herein, which has been or is intended to be developed into a recreational subdivision (individual lots shown on the Plat are hereinafter sometimes referred to as "Lots"); and

Declarant deems it desirable to subject the property to restrictive covenants in order to maintain a quality ownership and use experience of the Property, and for the purpose of, among other things, maintaining and controlling the use and improvement of the Property; and

Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the Property and all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property. Any grantee of any interest in any Lot, by accepting ownership thereof, accepts the same subject to Restrictive Covenants and agrees on its own behalf, and on behalf of its heirs, successors and assigns, to be bound by each of the covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter

become owners of any of the Lots shown upon the Plat, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:
TVA Easements.

The Property is subject to certain rights, reservations and easements in favor of the United States of America and/or the Tennessee Valley Authority including but not necessarily limited to those set forth in Deed Book R18, Page 7, Deed Book R18, Page 45, Deed Book R18, Page 71, Deed Book R18, Page 199, Deed Book R18, Page 202, Deed Book R18, Page 220, Deed Book R18, Page 241, Deed Book R18, page 267, Deed Book R18, Page 299, Deed Book R18, Page 387, Deed Book S19, Page 17, Deed Book S19, Page 18, Deed Book S19, Page 121, Deed Book S19, Page 122, Deed Book S19, Page 124, Deed Book S19, Page 174, Register's Office, Perry County, Tennessee.

Assessments.

An annual assessment equal to \$500.00 per lot shall be made against each Lot. No separate assessment shall be made for any "B" lot. Each calendar year after 2019, the annual assessment may be increased by the Declarant, its successors or assigns, by not more than 10% over the previous year. Such assessment is payable to the Declarant, or its successors and assigns on or before January 1 of each year plus interest at the rate of eighteen (18) percent per annum (or the highest rate allowed by law, whichever is less) if paid after January 15, until paid, for all of which a lien is hereby retained. The assessment shall be used to promote the health, safety, welfare, and recreation of the owners of the Lots as determined by the Declarant, its successors or assigns, in its sole, absolute and unreviewable discretion, and for the improvement, general maintenance and upkeep of the common areas of the Property. Declarant or its successors or assigns shall not be obligated to pay any assessment as to any Lots it owns and holds for sale or future development.

Restrictions.

1. The terms recreational vehicle, RV, campers, or travel trailers shall include "park model homes" (as now defined) which are truly mobile and immediately ready for highway use.
2. Permanent structures of any kind other than a TVA approved dock are prohibited, including dwellings, storage sheds, and decks. RV's (as defined by TVA), travel trailers and campers may be temporarily placed upon a Lot subject to the restrictions and limitations contained herein and imposed by TVA.
3. Non-operative or abandoned vehicles are prohibited.
4. No floating homes shall be permitted on water adjacent to any Lot.

5. All power installations shall provide for a cutoff switch that is located above the 386.4' mean sea level ("msl") that is accessible during flooding.
6. No hunting is allowed on or from any Lot.
7. No firearm shall be discharged within the Property.
8. Camping facilities that are to be placed and left on any lot will be limited to picnic tables, grills and/or fire pits and are subject to applicable federal, state and local laws, rules and regulations.
9. No trees shall be removed or damaged that are located on any Lot other than those necessary to be removed to provide proper parking space for campers or other recreational vehicles.
10. No Lot shall be used in whole or in part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit any foul or offensive odors; nor shall any light be allowed to shine upon another Lot or noise be permitted that will or might disturb the peace, quiet, comfort, or serenity of the occupants of other Lots.
11. No exterior lights shall be visible from another Lot between midnight and until dawn except street lights placed on the common areas or easements.
12. Each Lot shall be mowed at regular intervals by the Lot owner to keep all grass and weeds below 8 inches in height. Declarant shall have the option to perform such mowing at owner's expense should owner failure to so do.
13. The keeping of livestock, swine, goats, sheep or poultry on any Lot, at any time, for any reason is strictly prohibited. No pets shall be allowed to roam free on the Property, nor shall any dogs be kept outside on any Lot, even if penned or caged, unless attended by a responsible person. No animals shall be allowed to disturb the peace, quiet, comfort, or serenity of the occupants of other Lots.
14. No lot shall be re-subdivided, and no "B" lot may be sold separate from the associated lot with which it was originally conveyed.
15. No sign of any kind shall be displayed to the public view except signs used by the Declarant or its successors or assigns to advertise the sale or development of the property.

16. No excavating of stone, gravel or other minerals shall be made on any lot except for reasonable lot improvements.
17. Any personal property or improvements placed upon any Lot shall be the responsibility of the Lot owner.
18. Between November 1 through March 31 of each year, RV's and travel campers may not be left unattended on any Lot for more than 24 hours at a time.
19. Any recreational vehicles, campers, or travel trailers placed upon any Lot shall at all times be on its wheels or jacking system, is attached to the Lot only by quick disconnect type utilities and security devices, and have no permanently attached additions, connections, foundations, porches, or similar structures.
20. Recreational vehicles, campers, or travel trailers may not be located upon a Lot for more than 180 consecutive days.
21. All individual water supply systems shall be constructed and used in accordance with all applicable federal, state and local laws, rules and regulations.
22. All individual sewage disposal systems shall be constructed and used in accordance with all applicable federal, state and local laws, rules and regulations. Dumping on any Lot of any sewage, whether liquid or solid, food waste or grease waste is prohibited except in a designated and approved dump station.
23. All lots are subject to applicable federal, Tennessee Valley Authority, state and local laws, rules and regulations.
24. All travel trailers, campers and RV's placed upon any Lot must be approved by the Declarant, its successors or assigns and those that are unsightly, aesthetically unattractive, or overly large shall not be allowed, in the Declarant, its successors or assign's sole and absolute discretion.
25. No more than one travel trailer, camper, RV, or other such overnight accommodation shall be placed upon any Lot, except temporary tents which in total sleep less than ten (10) persons as designated by the manufacturer. For this purpose only, a "B" Lot shall be considered a separate lot. No tent shall remain unoccupied overnight. Tent campers must provide for the sanitary disposal of human waste.
26. Utility poles will be placed on lot lines at the edge of the utility easement and be shared by adjoining lots where possible. All utilities within a Lot must be underground.

27. Any driveway constructed on a Lot shall be paved with asphalt, concrete or gravel as approved by Declarant.
28. No clotheslines may be used or maintained on any lot.
29. No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted upon any Lot, except within a metal or pottery cooking or barbecuing device or within a fire pit. The use of a fire pit is allowed but restricted to be an area no larger than 10 feet in circumference.
30. No Off Road vehicles shall be used on any portion of the Property other than the roadways public roads or roadways designated on a recorded plat. Off Road vehicles are defined as motorcycles and ATVs. All motorcycles and ATVs must have an unmodified muffler system as installed by the manufacturer and may not be unduly loud as determined by the Declarant in its sole and unreviewable discretion, and may not be ridden merely for entertainment or recreational purposes. Off Road vehicles may be parked on a Lot while the Lot is occupied.
31. No business activity of any kind whatsoever shall be conducted on any Lot, except for sales activities conducted by Declarant.

These restrictive covenants shall become effective upon recordation of this instrument in the Register's Office for Perry County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation.

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter or amend these Restrictive Covenants, in whole or in part at any time and from time to time.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

HARDIN BOTTOMS DEVELOPMENT CO., INC., a Tennessee corporation

By: [Signature]

Title: President

STATE OF TENNESSEE)
COUNTY OF DeCATUR

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Jon Graves, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself or herself to be President of HARDIN BOTTOMS DEVELOPMENT CO., INC., the within named bargainor, a Tennessee corporation, and that he or she as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself or herself as President.

Witness my hand and official seal at office, this 31st day of May, 2019.

[Signature: Sharon K. Pratt]
NOTARY PUBLIC

My Commission expires: January 29, 2023



BK/PG: M18/391-396
19000631



6 PGS:AL-RESTRICTIONS	
PATRICIA BATCH: 25013	
05/31/2019 - 03:55 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, PERRY COUNTY
PATRICIA W. BELL
REGISTER OF DEEDS