

Prepared by, Return to and send tax bills to:  
Kevin Peacock  
307 Farmingdale Place SE  
Cleveland, TN 37312

### RESTRICTIONS FOR MOUSE CREEK VILLAGE

(Lots 1-6, Final Plat of Mouse Creek Village, a Cluster Development as recorded in Plat Book 29, page 32, in the Register's Office for Bradley County, Tennessee; Original Tax Map No. 027G-A-014.01; Prior Title in Book 2188, page 698, in the said Register's Office)

NOW THEREFORE, the Developer, Kevin Peacock, hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenant, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of the Property and which shall run with the land and be binding on all parties now or here after having any right, title or interest in the Property or any part thereof, and shall insure to the benefit of each owner.

1. Land Use And Building Type: The Property shall be used for single-family residential houses only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling.
2. Architectural Control: No construction of any building shall begin until the plans and specifications and a plat showing the location of the structure shall have been approved by the Developer or one or more persons designated by them, or by a property owners' or architectural committee (hereinafter referred to herein as the "Committee"), if such shall have been created. IT IS CLEARLY UNDERSTOOD, AND PURCHASERS OF LOTS OR TRACTS IN THIS SUBDIVISION AGREE that Developer or the Committee may require any changes, not otherwise prohibited in these restrictions, concerning size, design, style, location, type of exterior, etc. with regard to the building. The decision of Developer or the Committee as such shall have been appointed, shall be final. It shall be the sole responsibility of the lot owner to comply with all building setback and location requirements. Approval by the developer or the Committee shall not be construed as verification of setback or building location requirements. Developer reserves the right to appoint or not to appoint an Architectural Control Committee.

3. Fences: There shall be no metal wire or chain link fencing. There shall be no fencing to the front of the building. If a fence is added, it shall be to the rear or side of the Lot and shall be of new material and kept in good condition at all times.
4. Nuisances: No noxious, offensive, or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All holiday decorations shall be removed no later than thirty (30) days after said Holiday. There should no more than two (2) yard sales or moving sales conducted by one owner in any twelve (12) month period.
5. Animals, Livestock And Poultry: No poultry, livestock, or animals shall be allowed or maintained on any lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the development. If the pet owner refuses, it shall be deemed an "offensive activity."
6. Tanks and Garbage Receptacles. There shall be no propane tanks and/or fuel tanks of any form located in front of the building. All tanks shall be placed to the side or rear of the building and not visible from any streets. All garbage and trash containers must be placed to the rear or side yard and must not be visible from adjoining sites, houses, or from any streets. When garbage or trash containers are placed on the curbs for pick-up, the containers shall be in carriers or otherwise "dog-proofed" so that animals cannot get into the containers.
7. No Window Air Conditioner Or In-Wall Units. No window air conditioners or in-wall air conditioners or heaters shall be permitted.
8. Term: This Declaration shall be effective upon filing in the Register of Deeds for Bradley County, Tennessee. These covenants are to run with the land and shall be binding on all owners and all persons claiming under them including transferees, heirs, successors, assigns, and Personal Representatives. These covenants may be terminated or amended by the approval of the owners of not less than sixty percent (60%) of the lots subject to this Declaration; provided, however, that these covenants may not be terminated without the written approval of the Developer so long as the Developer owns any portion of the Property. Any such changed shall be effective when recorded in the Register's Office of Bradley County, Tennessee.
9. Required Owner Maintenance: After the date of purchase from the Developer all lots and all homes or other improvements constructed thereon, must be maintained by the owner in a neat and orderly condition with any and all debris being removed therefrom and any necessary routine maintenance being performed as needed. In the event that an owner of a lot fails to maintain his lot and or the improvements

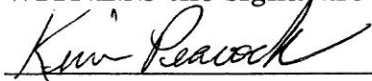
thereon in neat and orderly conditions, Developer or, if applicable, the Association, may enter upon such lot without liability, put the lot into an orderly condition and recover the cost of such work from the owner.

10. Restriction: No trailer, mobile home, junked or inoperable vehicle, tent, shack or other similar item, vehicle or structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence temporarily or permanently. No tractor-trailer trucks or 18-wheeler, other than a pickup truck used as the personal vehicle of an owner/lessee, shall be parked or kept on any of the street or on any lot except while loading and unloading.
11. Trees, Shrubs, Additional Landscaping And Sidewalks: It shall be the responsibility of the owner to replace any dead trees or shrubs with like kind. No lawn ornaments or other objects other than shrubbery, trees and flower gardens shall be placed upon, set upon or constructed upon any part of the Property that lies in front of the homes. The composition and color of driveways, sidewalks, and walkways shall not be altered without the permission of the Developer or, if applicable, the Association.
12. Enforcement: Enforcement shall be by proceeding at law or equity against any person or person violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorney fees to be awarded to the prevailing party.
13. Formation of Owners Association: At such time as Developers no longer owns property or delegates its rights and responsibilities to a homeowner's association, the owners may create an owners association and delegate to the association all or part of Developer's rights hereunder. The owner of each lot shall be a member of the association and each lot shall be entitled to one (1) vote under the documents establishing and governing the association. All actions to be taken by the Association must be approved by the affirmative vote of the owners of not less than sixty percent (60%) of the lots subject to the Declaration. Until formed, the Developer will exercise full decision making with regard to items requiring permission under these restrictions and restrictive covenants.
14. Affirmative Covenant to Pay Assessment: In the event of the forming a homeowner's association, there is hereby imposed upon each owner of each lot, the affirmative covenant and obligation to pay upon the formation the Association, all assessments determined by the Association with respect to each lot. Each owner shall be obligated and agrees to pay all assessments when due, and any past due assessments shall become a lien upon the lot or tract as well as the personal obligation of the lot owner. Assessments cannot be avoided by waiver of the use or enjoyment of common areas or by abandonment of the lot for which the assessments are made.

15. Leased Premises: If a home is leased, it is the responsibility of the owner to inform the lessee of the lessee's required compliance with the restrictions and rules and regulations applicable to Mouse Creek Village. Accordingly, copies of the Declaration of Restrictions of Mouse Creek Village and the Rules and Regulations shall be furnished to the lessee by the owner. Failure of the lessee to abide by the provisions of these documents shall be grounds for eviction. In this event, the owner shall be required to evict the lessee.

16. Invalidation: The invalidation of any of these covenants or any word, phrase, or clause therein by judgment, court order, or otherwise, shall not affect any other provision, all of which shall remain in full force and effect. The Developer, nor its counsel, makes any representation that each and every covenant and restriction contained herein will be legally enforceable under current or future modifications or extensions of the property law in the State of Tennessee.

WITNESS the signature of the Developer/Owner this 15th day of December, 2014.

  
\_\_\_\_\_

Kevin Peacock

STATE OF TENNESSEE

COUNTY OF BRADLEY

On this 15<sup>th</sup> day of December, 2014, before me personally appeared Kevin Peacock, to me known or proven to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

  
\_\_\_\_\_  
Notary Public

My commission expires: 02-21-17

(SEAL)

