

Prepared by
and return to:
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617 Walnut Street
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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SCHMIDT FARMS

THIS DECLARATION made this 27 day of December, 2022, by PHIL RICHARD SCHMIDT (herein "Developer").

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Bradley County, Tennessee, being a portion of the property described in that Warranty Deed to Phil Richard Schmidt and wife, Christina Lynn Schmidt, from Judith Marler Allen, joined by husband, Larry D. Allen, executed February 5, 2021 and recorded February 16, 2021 in Book 2766, Page 33, in the Register's Office of Bradley County, Tennessee, and also being part of the same property conveyed to Phil Richard Schmidt by Quitclaim Deed from Christina Lynn Schmidt, executed March 7, 2022 and recorded March 16, 2022 in Book 2890, Page 488, said Register's Office, and being all that property shown as Tracts 1 thru 11 on that survey by Jimmy L. Richmond, dated December 1, 2002, and being attached hereto as Exhibit "A" (herein "Property" or "Plat" as the case may be), desires to create thereon a development known as Schmidt Farms (herein "Development"); and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Tract thereof.

ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 Architectural Review Committee. "Architectural Review Committee" shall mean and refer to Developer.

1.02 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, affirmative obligations and liens set forth in this Declaration.

1.03 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Schmidt Farms.

1.04 Developer. "Developer" shall mean PHIL RICHARD SCHMIDT, his successors and assigns.

1.05 Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Property designated and intended for use and occupancy by a single family.

1.06 First Mortgage. "First Mortgage" shall mean a recorded Deed of Trust with priority over other Mortgages or Deeds of Trust.

1.07 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.08 Tract or Tracts. "Tract" or "Tracts" shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached Dwelling Unit as shown on the Plat.

1.09 Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.10 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

1.11 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Tract, situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Tract within the Property, the Owner of such Tract shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the

property until such payments are made although the purchaser is given the use of said property. The Developer may be an Owner.

1.12 Property. The "Property" shall mean and refer to the real property described in Section 2.01 hereof, and additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof.

1.13 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.14 Recorder. "Recorder" shall mean and refer to the Register of Deeds of Bradley County, Tennessee.

1.15 Name. The name SCHMIDT FARMS being used for the purposes of the restrictions contained herein. If the name should change, these restrictions shall not be affected. The restrictions cover the property described in Exhibit "A."

ARTICLE II PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01 Property/Plat. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Bradley County, Tennessee and more particularly described on Exhibit "A", attached hereto, and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Every person who is or shall be a record Owner shall be deemed by the taking of such record title to agree to all the terms and provisions of this Declaration.

ARTICLE III COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article III apply solely to the Property described in Exhibit "A", which Property is intended for use as single-family residential Tracts only. These Restrictive Covenants and Conditions are not intended to apply to any other Tracts, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserves the right to use or convey such other Tracts, tracts and parcels with different restrictions.

3.02 Residential Use.

A. All of the Tracts in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Tract other than as provided in these Covenants and Restrictions, or except as provided for in a deed of conveyance from the Developer.

B. "Residential," refers to a mode of occupancy, as used in contradistinction

to “business” or “commercial” or “mercantile” activity and, except where otherwise expressly provided, “residential” shall apply to temporary as well as to buildings constructed thereon.

C. No Tract may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property.

3.03 No Multi-Family Residences, Business, Trucks. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Tract be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Tracts.

3.04 Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Review Committee shall be final. The minimum number of square feet required is as follows:

- (I) A single-family detached Dwelling Unit located on Tracts 6, 9, or 10 shall contain not less than 2,800 square feet; and
- (II) A single-family detached Dwelling Unit located on Tracts 1, 2,3, 4, 5, 7, 8, or 11 shall contain not less than 3,200 square feet.

3.05 Set-backs. No building shall be erected on any Tract nearer than 100 feet to the Shared Driveway (as defined herein) or nearer than 50 feet from any property line. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Tract to encroach upon another Tract. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Tract that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such set-back requirements. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner’s attempt to obtain a variance from applicable zoning laws and regulations.

3.06 Rearrangement of Tract Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Tract. With the written approval of the Developer, contiguous Tracts may be combined if the Tracts have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon, however, the assessments provided for herein will continue to be based upon the number of original Tracts purchased. Tract Owners may move a common lot line separating two or more Tracts, as long as no resulting Tract is less than Ten acres in size.

3.07 Temporary Structures. No part of any Tract shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Tract except during the period of construction. No house may be moved from another location to any Tract in this Development.

3.08 Rainwater Drainage. All side and rear property lines are dedicated drainage easements and may be used for drainage. Each Tract must be graded so as not to obstruct these easements. All drainage should be directed to these easements, and these easements must be graded so water flows to the street, shared driveway, or to an adjoining drainage easement.

3.09 Access and Utility Easement. Developer does hereby establish for the benefit of each of the Owners from time to time of Tracts 5 thru 11, and their invitees, non-exclusive, perpetual easements appurtenant to Tracts 5 thru 11: (1) for the purpose of passage and use for walking upon and driving upon, over and across all that 50' Access and Utility Easement from Highway 60 to the end of the "flag pole" of Tract 8, as shown on the Plat (the "Shared Drive"), and (2) for the purpose of installation, maintenance and repair of underground utility facilities, such as electricity, gas, water, sewerage, drainage, etc., serving Tracts 5 thru 11, over and across the Shared Drive. The foregoing easements and rights of way shall not include the right to park or otherwise stop vehicles within the area of the Shared Drive, and shall be subject to all reasonable rules and regulations governing the use of such areas as may be promulgated from time to time by the owners of the Tracts, including, but not limited to, posted speed limits, posted directional lanes, posted stop signs, and reasonable size and load factors with respect to vehicles using the Shared Drive. It shall be the responsibility of the responsible Owner to repair and return to original condition any portion of the ground, grass, landscaping, or driveway located within the Shared Drive that may be damaged due to the said Party's, or his/her/their agents, tenants, or invitees, as the case may be, installation, maintenance, repair, or removal of utility lines.

3.10 Shared Drive and Entrance Gate. The Owners of Tracts 5 thru 11 shall be responsible for the upkeep, maintenance, repair, and/or resurfacing of those common use portions of the Shared Drive now or hereafter located within the 50' Access and Utility Easement from Highway 60 to the end of the "flag pole" of Tract 8, as shown on the Plat, and shall contribute to the costs therefore, on a pro rata basis, based upon that linear foot portion of the driveway/roadway being maintained, repaired, and/or resurfaced, which portion is actually used by each Owner. Such upkeep, maintenance, repair and resurfacing shall be performed when all Owners of Tracts 5 thru 11 shall so agree in writing. It shall be the responsibility of the responsible party, as the case may be, his/her/their heirs, successors and assigns, to repair and return to original condition any portion of the Shared Drive that may be damaged due to the said party's, or his/her/their agents, members, or invitees, as the case may be, use or actions upon the Shared Drive, normal wear and tear being excluded. The Owners of Tracts 5 thru 11 shall be jointly and equally responsible for the upkeep, maintenance, and repair of the entrance gate located upon Tract 8. The owners of each of Tracts 5, 6, 7, 9, 10, and 11 shall be wholly responsible for the upkeep, maintenance, and repair of that portion of the fence located on either side of the Shared Drive that is located immediately in front of their respective Tracts. Developer does hereby establish for the benefit of each of the Owners from time to time of Tracts 5, 6, 7, 9, 10, and 11, perpetual easements appurtenant to Tracts 5, 6, 7, 9, 10, and 11, for the exclusive use and enjoyment of those portions of the Shared Drive that are between the edge of the gravel

driveway located within the Shared Drive and the respective front yard property line of each Tract. With the right to use and enjoy is also the obligation to care for and maintain said area in accordance with the standards set forth in this Declaration, including the fence, as set forth above. Nevertheless, as to the Owner of Tract 7 and the Owner of Tract 9, if any of said Owners installs direct vehicular access to Georgetown Road and does not utilize the Shared Drive, then said owner shall not be required to join in the maintenance of the Shared Drive or the Entrance Gate; however, said Owner shall also have no rights to use the Shared Drive or the Entrance Gate. Said Owner would still have the benefit of the use and enjoyment easement for the area between said Owner's respective lot line and the gravel driveway, as well as the obligation to care for and maintain the portion of the fence located within said easement area. Also, from the date of this Declaration, Developer shall not be required to join in the maintenance or repair of the gravel driveway, Entrance Gate, or fence located within the Shared Drive. Upon the sale by Developer of each of Tracts 5-11, then the obligations of maintenance and repair of the gravel driveway, Entrance Gate, or fence shall commence as a duty and obligation of the new Tract Owner.

3.11 Driveways. Each Dwelling Unit constructed upon a Tract must be served by a driveway constructed of gravel, concrete or brick. The Developer or the Architectural Review Committee must approve any other materials. The Developer or the Architectural Review Committee must approve the location of the driveway. No driveway shall be constructed on any Tract nearer than one (1) foot to any Tract line. It shall be obligatory upon all owners of Tracts in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways. The owners of Tracts 5, 6, 7, 9, 10, and 11 have a perpetual, permanent easement for the purpose of installation, maintenance and repair of a driveway to serve their respective Tracts, over and across the Shared Drive, with said easement including the right to "cut a hole" in the existing fence to allow for pedestrian and vehicular access to each of Tracts 5, 6, 7, 9, 10, and 11.

3.12 Fences. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height, finish, and location. All visible fences must match the existing fence located within the Access and Utility Easement located within Tract 8.

3.13 Building Requirements. All buildings or structures of any kind constructed on any Tract shall have full, continuous masonry foundations and chimneys, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. No outside temporary piers shall be permitted under any Dwelling Unit. All exterior wall materials shall be made of brick, stone, stucco, wood, Smartside siding and/or hardiplank, with the exception of soffits and eaves, which are permitted to be aluminum and/or vinyl. Any other materials must be approved in writing by the Developer or the Architectural Review Committee. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. Any swimming pool must be approved by the Developer or Architectural Committee prior to the commencement of the construction. Above ground level pools are not permitted. No used or historic houses or house trailers shall be moved onto any Tract.

3.14. Frontal Appearance. All Dwelling Units shall have a traditional appearance from the main street fronting said Tracts, which shall be subject to the approval of the Developer or Architectural Review Committee as provided in Section 4.01 C

3.15 Signs. One sign offering the Tract for sale or re-sale and one sign reflecting the name of the builder may be placed upon a Tract. Such sign must be of a typical form used in the local area market. The Developer or the Architectural Review Committee must approve of any other type of sign and Owner desires to place upon a Tract.

3.16 Service Area. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Tract to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.

3.17 Garages. Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer or the Architectural Review Committee. Front entry garages will be allowed only with written approval from the Developer or the Architectural Review Committee. Front entry garages must have architectural doors, and the Developer or the Architectural Review Committee must approve said doors. No carports will be permitted. The inside walls of garages must be finished and painted. Garage doors may not be allowed to stand open.

3.18 Landscaping. A landscape plan shall accompany every new home application submitted to the Developer or the Architectural Review Committee for approval. Landscaping in accordance with the approved landscape plan must be substantially completed within one year after commencement of construction of the house. Shrubbery plantings adjacent to roadways and sidewalks shall not impede the vision of vehicle operators.

3.19 Windows. The Developer or the Architectural Review Committee must approve the architectural style of all windows. Screens visible from the street are permitted on windows. Aluminum awnings are not permitted.

3.20 Animals. No hogs, goats, or other livestock not set forth herein below shall be allowed or maintained on any Tract at any time except that one horse/cow per three acres and twelve chickens and/or roosters per four acres are permitted, and they must be confined to a fenced area. 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". In addition, no dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets which constitute a nuisance to the other residents in the development shall be allowed or maintained on any Tract.

3.21 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Tracts, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.22 Unsightly Conditions. All of the Tracts in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the shared driveway. Existing

homes must be maintained in good repair, including being painted when necessary. Plant beds must be kept weed free.

3.23 Offensive Activity. No noxious, offensive, or illegal activity or trade shall be carried on upon any Tract, nor shall anything be done thereon which may become an annoyance to or nuisance of the adjoining Tract Owners.

3.24 Detached Buildings. Each Tract may contain, in addition to the single-family Dwelling Unit, a guest house and/or a barn. There shall be no detached garages or other outbuildings, without the prior written consent of the Developer or the Architectural Review Committee. No guest house or barn may be leased or rented as an overnight or short term rental, such as AirBNB or VRBO.

3.25 Underground Utilities. All electrical, telephone, TV cable service, fiber optic, water, and any other utility lines shall be located underground.

3.27 Tanks. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried underground.

3.28 Wells. Private wells may be drilled and maintained on any Tract.

3.29 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or other structure on the Property or any Tract within the Development without the prior written consent of the Developer or the Architectural Review Committee; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Tract which may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer or the Architectural Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter at an approved location on the Tract.

3.30 Excavation. No owner shall excavate or extract earth from any of the Tracts subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Tract unless the consent of the Developer or the Architectural Review Committee is obtained.

3.31 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Tracts within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

3.32 Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Architectural Review Committee during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.33 Mailboxes. The Developer will select a mailbox style for use by all Homeowners, and each Tract Owner must install such mailbox for use by the Homeowner.

3.34 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Tracts within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer establishing that the overall purpose of these Restrictive Covenants would be best affected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.35 Vehicle Parking. Cars owned by Tract Owners shall not be parked within the shared driveway, but shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Tract without written permission from the Developer and the decision of approval will be based upon the location of the Tract and its visibility to the public road or shared driveway, as the case may be.

3.36 Maintenance. Each Tract Owner shall, at all times, maintain all structures located on such Tract, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each Tract Owner shall keep all vegetation and landscaping in good and presentable condition.

3.37 Approved Builders. Only builders that have been approved by the Developer shall be permitted to construct Dwelling Units in the Development. The Developer shall maintain a list of approved builders which list shall be made available to Tract Owners and prospective purchasers. The Developer may from time to time, at the request of a Tract Owner or in its discretion add builders to the approved list of builders and the Developer may remove approved builders from the list. An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list or is subsequently approved by Developer.

3.38 Occupancy Before Completion. An owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any Dwelling Unit or other structure are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction.

3.39 Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the right to subdivide Tracts, to combine Tracts or parts of Tracts, and to rearrange boundaries of Tracts.

3.40 Lawn Care. All unimproved Tracts (except those owned by the Developer) and all improved Tracts must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly fertilized, cut and weeded.

3.41 Roofs. Roof pitches must be approved by the Developer or the Architectural Review Committee. The Developer or the Architectural Review Committee must approve the material, style, and color of all shingles.

3.42 Chimneys. Chimneys must be constructed of brick, stone or stone. Chimneys, on the exterior, must have a foundation.

3.43 Adjoining Tract Damage. Any damage done to any adjacent or adjoining Tract or by a contractor employed to build improvements on any Tract will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

3.44 Material Quality. Only good quality materials and design will be accepted on any structure built on any Tract. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer or stone. No masonry stucco will be allowed. Other materials must be accepted in writing by the Developer or the Architectural Review Committee.

3.45 Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

3.46 Recreational Vehicles and Activities. Owners, their family members, and invitees, may operate four-wheelers, ATV's, dirt bikes, or other similar vehicles on the Owner's property, only. Owners, their family members, and invitees may only use firearms for recreational purposes (i.e. target practice, etc.) and shall only use them on the Owner's property.

3.47 Disabled Vehicles. No disabled cars, trailers, or other immovable vehicles shall be placed in view of any adjoining Tract.

3.48 Garage/Yard Sales. Garage or yard sales are no permitted.

3.49 Decks. The Developer or the Architectural Review Committee must approve the material and location of all decks, porches, and patios. All front porches must be covered.

3.50 Renting or Leasing. No Dwelling Unit may be rented or leased provided, however, a Dwelling Unit may be rented or leased for a period of up to six (6) months during any twenty-four (24) month period in order to facilitate the sale of the Dwelling Unit.

3.51 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, his successors or assigns; the Architectural Review Committee; and/or all parties hereinafter becoming Owners of any one or more of the Tracts to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including

any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, his successors or assigns or the Architectural Review Committee. Further, the Developer or the Architectural Review Committee may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the Developer or the Architectural Review Committee, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this section being given unto Owners of Tracts (subject to rights of variances reserved by the Developer and the Architectural Review Committee), it shall not be incumbent upon the Developer or the Architectural Review Committee to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than himself.

ARTICLE IV

ARCHITECTURAL CONTROL

4.01 Architectural and Design Review.

A. In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer may create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Tracts.

B. The Developer and any Architectural Review Committee created by the Developer shall have the architectural and design reviewing authority for the Development until the completion of construction of the last Dwelling Unit in the Subdivision (the "Turnover Date"). On the Turnover Date, the Developer shall appoint an Architectural Review Committee consisting of three (3) members. The Three (3) members shall be Owners of Tracts within the Subdivision. One member shall serve for a term of three (3) years. One member shall serve for a term of two (2) years. One member shall serve for a term of one (1) year. Each member of the Architectural Review Committee shall be a Tract Owner. All terms shall expire on the first Wednesday in May of the applicable year. At 7:00 p.m. on the first Wednesday of May after the Turnover Date, and at 7:00 p.m. on the first Wednesday of May of each year thereafter, the Owners of Tracts within the Subdivision shall meet to elect a member of the Architectural Review Committee to replace the member whose term is expiring (the "Annual Meeting"). Each Tract Owner shall have one vote. If a Tract is owned by more than one person, those Tract Owners shall cast only one vote. Members shall be elected by a plurality of the votes cast, such that the candidate receiving the largest number of votes shall be elected. In the case of a tie vote, the winner shall be determined by a run-off election between those candidates that are tied.

C. No Dwelling Unit, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered and not trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence. The Developer or the Architectural Review Committee shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the Architectural Review Committee may, by written notice given from time to time to the Owners of Tracts, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer or the Architectural Review Committee. In the event of the completion of any Dwelling Unit on any Tract, without any proceedings having been instituted in the courts of Bradley County, Tennessee to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

D. Architectural and landscape design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Tract and on adjoining or nearby Tracts.

4.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 Licensing. All contractors, landscape architects and others performing work on any Tract must be licensed as may be required by the State of Tennessee or any other governmental authority having jurisdiction in order to construct a residence on a Tract or perform services for an Owner.

ARTICLE V
GENERAL PROVISIONS

5.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Architectural Review Committee, or any Tract Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

5.02 Amendments. This Declaration may be amended in accordance with the following procedure:

A. An amendment to this Declaration may be considered at the Annual Meeting; provided, however, that, written notice of consideration of the proposed amendment and a general description of the terms of such amendment shall be given to all Owners at least thirty (30) days prior to the Annual Meeting.

B. At the Annual Meeting, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance.

C. An amendment adopted under Paragraph B of this Section shall be come effective upon its being signed by seventy-five (75%) of the then Tract Owners (all signatures must be notarized by a notary public) and then recorded with the Recorder.

5.03 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

5.04 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

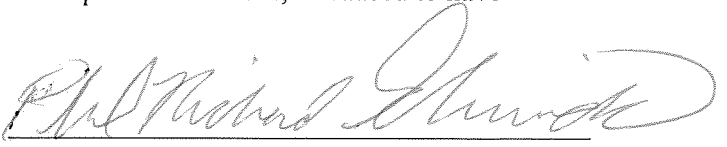
5.05 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

5.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

5.07 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

5.08 Effective Date. This Declaration shall be come effective upon its recording in the office of the Register of Bradley County, Tennessee.

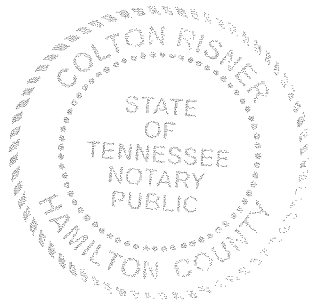
IN WITNESS WHEREOF, the Developer has executed, or caused to have executed on the date first written above.


PHIL RICHARD SCHMIDT

STATE OF Tennessee
COUNTY OF Hamilton

On this 27 day of December, 2022, before me personally appeared PHIL RICHARD SCHMIDT, to me known to be the person who executed the foregoing instrument (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the same as his free act and deed.

Witness my hand and Notarial Seal.




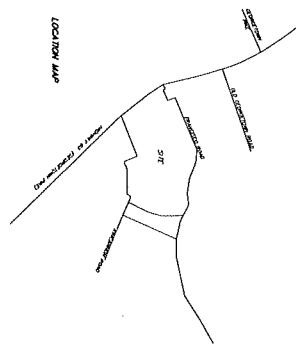
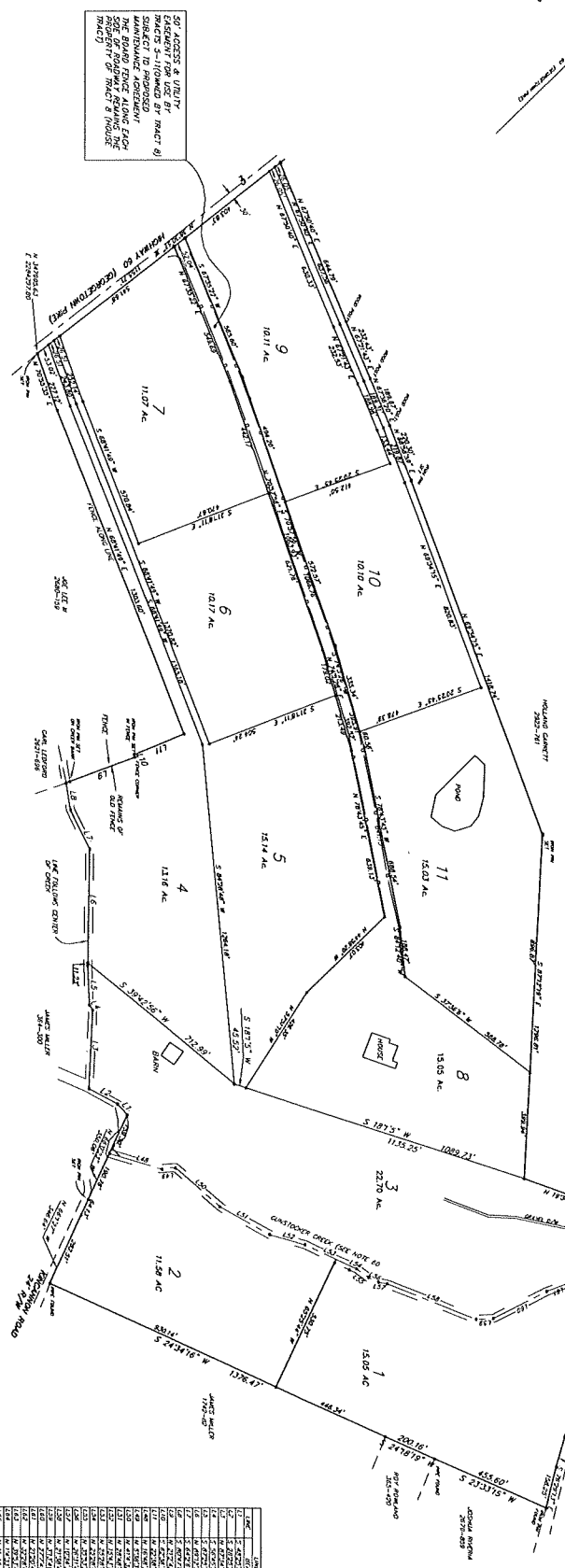

NOTARY PUBLIC
My Commission Expires: 2-10-2026

EXHIBIT "A"



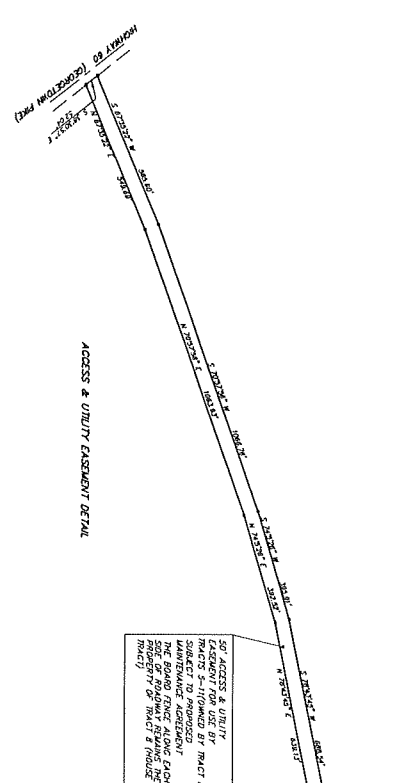
- NOTES:
1. PROPERTY SUBJECT TO ANY ADDITIONAL EASEMENTS OR RIGHTS OF WAY.
 2. PROPERTY SUBJECT TO ANY ADDITIONAL EASEMENTS OR RIGHTS OF WAY.
 3. PROPERTY SUBJECT TO ANY ADDITIONAL EASEMENTS OR RIGHTS OF WAY.
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 10. PROPERTY SUBJECT TO ANY ADDITIONAL EASEMENTS OR RIGHTS OF WAY.
 11. PROPERTY SUBJECT TO ANY ADDITIONAL EASEMENTS OR RIGHTS OF WAY.



TRACT	AREA (AC)	BEARING	DISTANCE	AREA (AC)	BEARING	DISTANCE
1	15.02	S 89° 35' W	121.14	15.02	S 89° 35' W	121.14
2	11.58	N 11° 20' E	100.00	11.58	N 11° 20' E	100.00
3	22.70	S 71° 12' E	100.00	22.70	S 71° 12' E	100.00
4	14.16	S 89° 35' W	121.14	14.16	S 89° 35' W	121.14
5	12.14	S 89° 35' W	121.14	12.14	S 89° 35' W	121.14
6	12.12	S 89° 35' W	121.14	12.12	S 89° 35' W	121.14
7	11.07	S 89° 35' W	121.14	11.07	S 89° 35' W	121.14
8	15.03	S 89° 35' W	121.14	15.03	S 89° 35' W	121.14
9	12.11	S 89° 35' W	121.14	12.11	S 89° 35' W	121.14
10	12.12	S 89° 35' W	121.14	12.12	S 89° 35' W	121.14
11	15.03	S 89° 35' W	121.14	15.03	S 89° 35' W	121.14

PLAT OF A SURVEY AND DIVISION OF PROPERTY OF THE RICHARD SCHMIDT ON HIGHWAY 60 (CONVENT ROAD) FROM CROSS ROAD AND RICHMOND ROAD OF THE PROPERTY DESCRIBED BY DEED RECORDED IN D.B. 2800-AC. 791, ROBERT TAYLOR, 012-016, 00 FOR THE RICHARD SCHMIDT

DATE: 12-01-2022 SCALE: 1"=200'



ACCESS & UTILITY EASEMENT DETAIL

GRAPHIC SCALE
1 inch = 200 ft.

PROPERTY CENTER THAT THE S.A. CATEGORY TWO LAND SURVEY, WITH AN UNDISTURBED EASEMENT OF ACCESS OVER THE 1/2" ROAD AND IS CONNECT TO THE REST OF THE PROPERTY. AND REST OF EASEMENT AND USED IN THE INTEREST OF THE SURVEY.

RICHARD SCHMIDT
REGISTERED SURVEYOR
STATE OF INDIANA, No. 12345
CLARK, IN 47311
PHONE: 317-555-1234