

Declaration of Reservations and Restrictive Covenants

River Park on the Clear Fork

Prepared by JEDD, LLC
2909 Pickett Park Hwy
Jamestown, TN 38556

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commenced thereon that do not conform with the Restrictive Covenants for Improvement provisions outline herein.

Restrictive Covenants for Improvement:

1. No residence shall be constructed, maintained, used or permitted to remain on any Estate other than one single family dwelling of no less than 1600 square feet of finished and conditioned living space.
2. All exterior construction must be completed and of professional finished nature within one (1) year of the commencement of that construction. Exterior of improvements must be finished with wood, lapped siding, stone, stucco, or brick. Exterior finishes such as concrete block, tar paper, or any rolled type siding are not permitted.
3. There shall be no single wide mobile homes/manufactured homes, no double wide mobile homes/manufactured homes, no modular homes/buildings or buses/RVs situated on any Estate as a residence or for storage, either temporarily or permanently.
4. No structure of a temporary nature or character such as a trailer, basement, tent, shack, barn, garage or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. All residential dwelling structures will be built to Tennessee Building Code per the requirements similar to that of a Licensed Residential Contractor.
6. No more than two out buildings may be constructed on any Estate. Said buildings shall be only for the purposes of sheltering Equine or housing boats, cars, RVs, as well as lawn and garden equipment. Outbuildings, other than those used for the purpose of sheltering equine, must be enclosed on at least three sides and the top, with some sort of door which would thus close in all four sides of the building. All out buildings shall be of finished nature within one (1) year of start of construction and exterior finish shall be of professional nature.
7. Building setbacks are a minimum of Fifty (50) feet from property line.
8. Tree removal from any estate within forty (40) feet of any property line and road frontage, other than to remove underbrush (<3 inches in diameter), dead or fallen trees, or clearing for fencing, will not be permitted.
9. The 20 foot Trail way easement surrounding each estate shall remain unobstructed.
10. No animals shall be raised, kept or bred except for equine, mules and household pets; provided they are not a nuisance. Dogs shall not be allowed to run at large at any time.

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11. No noxious or offensive trade or activity shall be carried on upon any Estate nor shall anything be done thereon which may become an annoyance or nuisance to the development.
12. No Estate shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except in approved sanitary containers.

The Declarant may allow variance to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer's plans and objectives.

Article XVI

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2026, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote cast by their owner or owners (one vote per Estate) of a majority of the Estates owners described herein, it is agreed to change said covenants in whole or in part, except as follows: Equine shall not be prohibited in the designated common areas in the development unless by vote cast by their owner or owners (one vote per Estate) of 100% of the Estates described herein. If the parties hereto, or any of them, or their heirs, successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Estates described herein to prosecute at law or in equity the person or persons violating or attempting to violate such covenant, to prevent them from so doing and to recover damages or other dues for violations. Declarant or the Association reserves the right to recover reasonable attorney's fees and expenses in addition to damages.

Article XVII

Invalidation of these covenants or any part of them by judgments or court order shall in no way effect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of these covenants and restrictions shall not be construed as a waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future. Notwithstanding any changes to the intent of these covenants or other provision contained herein, the Declarant reserves the right to change, delete, amend, or grant variances which it, in its sole discretion, deems just and appropriate. This right will be subsequently assumed by the Owners Association when it is formed.