

ROCKCASTLE FARMS, LLC – PHASE 2

**DECLARATION OF PROTECTIVE COVENANTS,
ROADS AND COMMON LANDS
AMMENDED FROM COVENANTS DATED 04/04/08 AND RECORDED 04/10/08**

Know all men by these presents:

This Declaration (the "Declaration") made and published as of this 5th day of February, 2009, by ROCKCASTLE FARMS, LLC, a Tennessee Limited Liability Company, authorized to do business in Tennessee, (the "Developer"), with respect to that certain real property located in Fentress County, Tennessee, being known as ROCKCASTLE FARMS – PHASE 2, and being that property subject of a Deed or record in Record Book 122, Page 17 (Master Tract), of the Register's Records for Fentress County, Tennessee, and being known as property, being the same property subject of a Final Plat known as ROCKCASTLE FARMS PHASE 2, of record in Plat Book P5, Page 200, of the Fentress County Register of Deeds.

WITNESSETH

WHEREAS, the Property is owned by the Developer, and

WHEREAS, the Property is being developed as a residential development to be known as ROCKCASTLE FARMS – PHASE 2, and

WHEREAS, the Developer desires to provide for the harmonious development, maintenance and restriction of the use of the Property.

NOW, THEREFORE, in consideration of the premises and the considerations of the mutual benefits incurring to the present and future owners of the land within the Property, the following provisions are hereby adopted as covenants to run with the land and bind all present and future owners of the property.

1. USE

The property shall be used for single-family residential purposes subject to the following:

- (a) There shall be only one (1) residential structure permitted on each numbered tract. Any other structure must be an accompaniment to the residential structure such as a garage or other type structure for the enhancement of the single dwelling nature of the property.
- (b) All residential structures shall contain no less than nine hundred (900) square feet of finished living space, exclusive of open porches, garages, porticos, carports and the like unless approved by the Developer.
- (c) No parcel or tract shall be used in a way that noxious odors emit or unsightly, unhealthy, or unkempt conditions exists to the nuisance of other tract or parcel owners.
- (d) There shall be no commercial livestock operations of any kind including, but not limited to, the raising for sale or slaughter of chickens, cattle, goats, swine or other type animal. It will be a permissible use to keep and stable horses for personal use by the owner and/or occupant of the property on five (5) acre or more tracts.
- (e) No activity that creates a nuisance to other landowners as a result of loud noises, music, speakers, amplification of noise, etc. A nuisance shall include any such activity that diminishes or destroys the reasonable and quiet enjoyment of the properties subject of these declarations.
- (f) No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.
- (g) That said property must confirm to local zoning regulations.
- (h) Buyer will keep the property in a clean, sanitary and sightly condition, and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health, and upkeep of real estate.
- (i) That Buyer will not nor will Buyer permit the storage of refuse, trash, or hazardous materials on said property nor may the property be used as a dump or landfill site.
- (j) Any residence erected on the property must have the exterior completed within six (6) months. The exterior must be constructed with new material.

All exterior must be finished in earth tones only (i.e. browns, grays, etc). No white or white variations will be permitted.

- (k) Before occupancy of any house or manufactured house, a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
- (l) Singlewide mobile home, or pre-manufactured doublewides are strictly prohibited. At no time shall a singlewide mobile home be used on a temporary or permanent basis and shall not be placed on the property at any time.
- (m) Modular homes shall be permitted so long as the structure is new when placed on the premises. "New" shall be defined as first placement and occupancy as a residence with utility services after manufacture. Modular homes must have a permanent block foundation with brick facing, brick veneer facing, or stone facing. The structure must have a roof pitch of "6/12" or greater.
- (n) Tent, camper, school bus, recreational vehicle, travel trailer, van, or similar may **not** be used as temporary or permanent dwelling, shelter or living quarters.
- (o) Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
- (p) There shall be no exterior signage permitted on the premises. The Developer reserves the right to make exceptions and approve signage on the basis of individual requests and individual circumstances.
- (q) Invalidation of any of these covenants by judgment of court order will in no way effect any of the other provisions, which will remain in full force and effect.
- (r) Individual numbered tracts as depicted in the plat of record referenced herein at the beginning of this instrument for ROCKCASTLE FARMS, LLC – PHASE 2 may be subdivided so as to create no more than one (1) additional individual tract. Approval must be made by the Developer for any subdivision of any individual tract prior to June 1, 2009. Thereafter, the restriction to one (1) subdivision of a numbered tract shall continue in force and be binding on all owners and successors in interest, but the Developer's approval will not be required. The limitation of one (1) residential structure per tract shall apply to subdivided tracts.
- (s) There shall be no structure whether permanent or temporary constructed or septic system installed within fifteen (15) feet of the adjoining property line unless approved by the Developer.

2. ROADS AND COMMON AREAS

The existing roads and road right-of-ways within the described properties as of the date of this declaration are privately owned and maintained by the Developer. Each owner and their invitees are granted a right to use the roads for ingress and egress and other reasonable and appropriate uses. The location of existing roads is as depicted on the plat or record referenced in the Declaration paragraph above. It is the intention of the Developer to dedicate the roads for public use, if feasible, however, the Developer has no obligation to dedicate the roads.

The Developer has designated parcels of property as common areas for general use and benefit of the owners and guests of other parcels and tracts of the development. The common areas are on survey plats, which are recorded in the Register of Deeds Office and are intended for hiking, trails, nature areas and/or other recreational uses consistent with the nature of the property. The common areas will be maintained for the common benefit by the Developer.

(a) **Maintenance and Cost**

The individual owner(s) of each numbered tract shall pay an annual fee to the Developer in the amount of two hundred (\$200.00) dollars, due and payable on or before June 1, 2008, and each year thereafter on an annual basis. The annual fee applies to each individual numbered tract. The maintenance fee for each numbered tract may not be increased by more than 5% for the proceeding year. Owner agrees and understands that there will be a late charge of 5% added to the Maintenance Fee if after 30 days it is not paid. The 5% charge will be compounded monthly until paid. If not paid after 30 days, the Developer has the option to put a lien against the property until paid in full.

(b) **Road Maintenance**

The Developer shall maintain the roads within ROCKCASTLE FARMS, LLC - PHASE 2. The fee as stated may be used in its entirety or any portion thereof for road maintenance for the common good of all landowners at the discretion of the Developer.

(c) **Use of Funds**

The Developer has constructed roads in various portions of the master tract of property that includes roads within the area known as ROCKCASTLE FARMS, LLC - PHASE 2 but which also includes roads that continue through the tract for ingress and egress to other tracts and areas of development. Each owner acknowledges and agrees that the maintenance cost described above may, at the discretion of the Developer,

be used for maintenance of roads in the master tract whether within area or not.

(d) Dedication

In the event the Developer dedicates the roads for public use to Fentress County, Tennessee, and such is accepted for maintenance by the County Highway Department, then the fee to the Developer will be reduced to twenty-five (\$25.00) dollars per year. If the Developer dedicates the roads for public use, the Developer may increase the annual fee by no more than 5% for the preceding year.

(e) Maintenance of Common Areas

The Developer is the owner of the Master Tract of property referenced above which includes subsections of development and has provided for common areas as described above. The common areas shall be maintained for the benefit of all landowners in the various sections of the development. Each owner acknowledges and agrees that the maintenance costs described above may, at the discretion of the Developer, be used for maintenance of common areas in the Master Tract whether within area or not.

(f) Conveyance of Common Area

The Developer is the owner of the Master Tract of property referenced above and has provided for common areas for use by all landowners and their invitees. The Developer will not eliminate or sell these common areas.

3. PERMITS

Prior to building a driveway or beginning any construction on a tract in ROCKCASTLE FARMS, LLC - PHASE 2, all owners must obtain a Driveway Permit. The permit is one thousand (\$1,000.00) dollars, which is due to Rockcastle Farms, LLC prior to any excavation on the premises and is fully refundable after the driveway construction has been inspected and accepted by the Developer. The owner must follow the guidelines provided by Rockcastle Farms, which is given upon request of the permit. If the excavation does not meet the guidelines provided, the deposit will not be returned to the owner. The Developer also holds the option to have a lien placed against the property until correct measures have been taken place to ensure the quality of the development. This permit is designed to preserve both the integrity of the roads of the development and the adjoining property owner's parcel or tract.

4. UTILITY EASEMENTS

The Developer reserves a permanent utility easement of ten (10) feet running parallel to the adjoining road right-of-way of each lot or tract that is depicted on the master subdivision/development plat. The utility easement may be used for water lines, natural gas lines, overhead or underground electric or related utilities. In addition to the permanent easement, an additional five (5) feet beyond the permanent easement is reserved as a temporary construction and maintenance easement for said utilities. The total width of permanent and temporary easements is fifteen (15) feet from the right-of-way line of the road that adjoins each lot or tract with said easements running parallel to that road right-of-way line.

5. LIEN FOR FEES

The individual landowners of tracts or parcels will have personal liability for the fees provided in Sections 2 and 3 above. Additionally, the failure to timely pay annual fees, when applicable, will result in an enforceable lien, which will attach to the property subject to this Declaration. In the event the annual fee is not paid, the Developer shall have the option of seeking recovery by all legal remedies, including a foreclosure of the lien by judicial sale with recovery of costs and expenses.

WITNESS MY HAND THE DAY AND DATE FIRST ABOVE WRITTEN

ROCKCASTLE FARMS, LLC

BY: Jerry Douglas Smith
JERRY DOUGLAS SMITH
MANAGING MEMBER

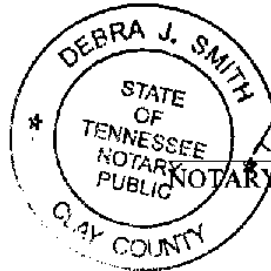
STATE OF TENNESSEE

COUNTY OF CLAY

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named, with whom I am personally acquainted, and who, upon oath, acknowledges himself to be MANAGING MEMBER of ROCKCASTLE FARMS, LLC, the within bargainer, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of JERRY DOUGLAS SMITH, as MANAGING MEMBER of ROCKCASTLE FARMS, LLC.

Witness my hand and official seal of office in _____,

_____ on this the 5th day of February, 20 09.



Debra J. Smith
NOTARY PUBLIC

BK/PG: 153/787-793

09000663

Commission Expires: 9-10-2012

7 PGS : AL - RESTRICTIVE COVENANTS	
TRISH BATCH: 19017	
02/24/2009 - 10:30:47 AM	
VALUE	3.00
MORTGAGE TAX	3.00
TRANSFER TAX	3.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, PUTNERS COUNTY

FAYE STEPHENS
REGISTER OF DEEDS

