DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER RIDGE FARMS

1. Sequatchie Valley LLC, a Tennessee limited liability company, (hereinafter referred to as the "Developer"), is the developer of a real estate development known as "River Ridge Farms," (hereinafter called "Subdivision" or "Community").

2. The Developer is developing this property as a residential community. The plat, (hereinafter called the "Plat"), of River Ridge Farms was filed of record with the Register of Deeds of Sequatchie and Bledsoe Counties, Tennessee, in Plat Book D, pages 230 et seq., and in Plat Book _____, pages _____, et seq., respectively, which Plat, and each component part thereof, are incorporated herein by reference thereto.

3. For the benefit and protection of the Developer and the persons who shall become owners of lots in the Subdivision, the Developer, by these presents, and by the execution of this instrument, subjects the lots in the Subdivision, but only those lots appearing on the Plat of record as set forth above, to this Declaration of Covenants and Restrictions, ("Declaration"). The lots in the Subdivision shall also be subject to all matters shown on the plat of the Subdivision, including, without limitation utility, access and drainage easements and setback requirements.

4. The Developer has created a non-profit corporation called River Ridge Farms Property Owners Association, Inc., (the "Association"), for the purposes of maintaining the common areas of the Subdivision, as hereinafter provided. The Developer either now owns or may later acquire additional property adjacent to and in the vicinity of the lots encompassed in the Subdivision. The Developer reserves the right to develop said currently owned and additional property in any manner that it may choose, within its sole and unfettered discretion, including, without limitation, either as single family residential, cluster single family residential, or multifamily residential at its sole option and discretion, and may further use said currently owned property, and any such additional property, for a recreational vehicle park, and may develop the same for any recreational vehicle use or purpose and for tiny homes. The Developer may place such covenants and restrictions on any part or all of said currently owned property and additional property as it may choose within its sole and absolute discretion, even if the same are completely different from those herein. Further, additional property may be brought by Developer within the plan of this Declaration by Supplemental Declarations, which may contain supplementary covenants and restrictions applying to such property. The Developer shall not be obligated to bring any additional property within the plan of this Declaration, and no implied restrictions or implied negative reciprocal easements shall be created as to the Developer's additional property and currently owned other property not encompassed within the Plat of the Subdivision. Developer may use all roads, easements, utility easements, common areas and drainage ways, whether platted or otherwise, to serve all real property owned by Developer or subsequently acquired, and the development of the same, regardless of whether the same appears on, or is located near, the lots and property depicted on the Plat, and the owners thereof in perpetuity.

This Instrument Prepared By:
Looney, Looney & Chadwell, PLLC
156 Rector Avenue, Crossville, TN 38555

NOW, THEREFORE, for and in consideration of the recitals above and covenants below, and other good and valuable consideration, the Developer declares that all lots in the Subdivision, a Plat of which appears of record as set forth above, in the Register's Office, Sequatchie and Bledsoe Counties, Tennessee, shall hereafter be subject to this Declaration of Covenants and Restrictions herein set out.

PROTECTIVE COVENANTS

1. These Protective Covenants shall apply to all numbered lots as shown on the Plat of the Subdivision.

2. For so long as Developer owns one lot in the subdivision, all plans for dwellings and other improvements to be made on lots in the subdivision shall be submitted to the Developer for review and approval. At such time as Developer no longer owns a lot in the subdivision, or earlier if Developer voluntarily assigns its rights herein, said rights and obligations of review and approval shall be that of the Architectural Review Committee, ("Committee"), as more fully set forth hereafter. The Developer and, if later assigned to the Committee or when the Developer no longer owns a lot in the subdivision, the Committee shall adopt and promulgate regulations and guidelines pertaining to the development and improvement of lots, and to the exterior design, color, appearance, materials and aesthetics of all improvements, drives, landscaping and alterations of lots, and as further set forth hereinbelow and in the following section herein entitled "Architectural Review Guidelines," (the "Regulations"), which Regulations, and all amendments promulgated from time to time by the Developer or Committee, are incorporated herein by reference thereto as an encumbrance on each lot in the subdivision, as if copied herein from time to time verbatim. The Developer shall have the right to review and approve house plans and plans for other improvements to be made on the lot, provided, however, the Developer's right to approve plans shall be limited to exterior design, color, appearance, materials, landscaping, aesthetics, and anything that may be interpreted as an alteration to the natural surface of the lot or addition or fixture to the lot, whether such addition or fixture is artificial or natural. The proposed plans must be submitted to the Developer not less than sixty (60) days before the anticipated commencement of construction and the Developer shall have sixty (60) days from the date of receipt of the plans to comment on and direct changes to the proposed plans. If the Developer makes no comment upon the plans within sixty (60) days after submission, the plans shall be deemed approved. The Developer shall give a receipt to the property owner submitting plans and the sixty (60) days review period shall begin on the date of such receipt. No approval of plans and specifications shall be construed as representing or implying that such plans specifications, or standards will, if followed, result in a properly designed improvement. The Developer shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (iii) any loss or damages arising from the non-

compliance of such plans or specifications as with any governmental ordinance or regulation; nor, (iv) any defects in construction undertaken pursuant to such plans and specifications. Notwithstanding any term or provision herein to the contrary, including without limitation, those provisions, if any, hereinbelow which may be interpreted to permit either Developer or Committee to grant variances or consent, the Committee shall have absolutely no power or authority in any event and on any issue, until the earlier of the conveyance of the last lot owned by Developer to a grantee which is unrelated to Developer and does not have a common principal with Developer, or such time as Developer, within its sole and unfettered discretion, delegates, assigns or conveys such power or authority to the Committee.

3. No dwelling shall be constructed on any lot in the subdivision having less than one thousand (1,000) and no greater than two thousand (2,000) square feet square feet of heated living area, excluding porches, garages, breezeways, patios, and storage areas upon lots that are less than three (3.0) acres in size. No dwelling shall be constructed on any lot in the subdivision having less than one thousand (1,000) and no greater than two thousand and five hundred (2,500) square feet square feet of heated living area, excluding porches, garages, breezeways, patios, and storage areas upon lots that are 3.0 acres in size or greater. Homes shall not exceed two and one-half (2 ½) stories in height. One outbuilding and a detached garage, as further addressed herein below, may be constructed on any lot, but must be architecturally consistent with the residential dwelling on said lot, with the exterior of said outbuilding and/or garage constructed in the same materials, with the same design and color(s) as exist on said residential dwelling. Any lot in the subdivision that is greater than three (3.0) acres may have a guest home in addition to the outbuilding and detached garage and said guest home shall be no less than five hundred (500) square feet and no greater than one thousand (1,000) square feet of heated living area, excluding porches, garages, breezeways, patios and storage areas and can only be constructed after completion of the primary residence of the lot. So long as Developer owns one lot in the subdivision, Developer may, in its sole and unfettered discretion, grant variances to these restrictions, including variances as to the limitations of square feet of living areas and the construction of outbuildings. However, and notwithstanding the forgoing, on lots or tracts less than three (3) acres in size, the owner thereof may construct and allow his or her guests to use a guest suite in a detached garage. But, on lots or tracts three (3) acres in size or greater, the owner thereof may have a guest home or a guest suite in a detached garage, but not both the guest home and guest suite, although the detached garage, without a guest suite, and guest home together are permitted on lots that are three (3) acres in size and greater. Additionally, barndominiums are permitted as the primary residential dwelling on a lot so long as the barndominium meets the restrictions herein, including, without limitation, those pertaining to height, heated living area and exteriors.

4. All homes must be constructed of new material and be of good quality workmanship. No trailers, modular homes, unless the modular home is specifically approved by the Developer or the Committee, mobile homes, shacks and movable homes shall be allowed. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone, or stucco. Any building erected shall have a solid foundation. Roofs shall have some pitch and not be

completely flat. The main roof must have, at a minimum, a 4/12 pitch, and secondary roof planes may have a 2/12 pitch at a minimum, unless a variance, within its sole and unfettered discretion, is granted by the Developer or Committee.

5. All lots shall be used and occupied solely and exclusively for private residential purposes by a single family. Only one residence per lot shall be permitted. No lot shall be used for multifamily, condominium, townhouse, or commercial/business usage, unless permitted by Developer, in Developer's sole and unfettered discretion.

6. No dwelling shall be erected, reconstructed, placed, or suffered to remain upon said premises, nearer the front or street line, or lines, nor nearer to any sideline or rear line than as shown as set-back requirement upon the recorded Plat of said subdivision. This restriction as to the distance at which said dwelling house shall be placed from the front, side, and rear lines of said premises shall apply to and include porches, verandas, and other similar projections of said dwelling. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed, or suffered to remain in the set-back areas, or in an unsightly manner.

7. No re-subdivision of lots shall be allowed. Adjoining lots may be merged into one lot if owned by the same party or parties, but no more than three (3) lots may be so combined. In the event of such combination, the owner of the resulting lot shall pay, and be responsible for all annual dues assessment for each original lot combined into a single lot. Combined lots may be re-subdivided into their original size and location and dues and assessments shall be owed for each resulting lot going forward.

8. No detached garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises, except for the exclusive use of the family occupying said dwelling and the servants thereof. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No garage shall be allowed to open toward or face the street. Carports shall not be allowed.

9. A hard surface driveway consisting of either asphalt, concrete, brick, paver, or other similar substance shall be completed within the initial period of twelve (12) months for the completion of the dwelling house on a particular lot.

10. No portion of any lot nearer to any street than the building set-back line or lines specified or shown upon the Plat of said subdivision shall be used for any purpose other than as a lawn for walkways, driveways, the planting of trees, or shrubbery, or other landscaping, including the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises. No vegetable gardens shall be grown upon such area and the lot owner shall be responsible for the removal of weeds, underbrush, or other unsightly objects and to prevent the setback area from becoming unsightly.

11. Fences and fenced or gated enclosures of all types whatsoever, including, without limitation, animal kennels, are not permitted without the written approval of Developer or Committee, within the sole unfettered discretion of the same.

12. No motor home, camper, recreational trailer, basement, foundation, unfinished dwelling, tent, garage, barn, or other outbuilding shall at any time be allowed as temporary or permanent living quarters. A camper or recreational vehicle is permitted on a lot for habitation by the owner of the lot from the time that the framing of the primary residence begins on said lot until the home is substantially complete, but, in no case, for more than a one-year period of time. Tent camping is prohibited. Notwithstanding the forgoing, temporary camping in a recreational vehicle or camper, outside the construction period above, is permitted, but for no more than four (4) consecutive days out of any period of thirty (30) days.

13. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping. Fuel, oil, or gas tanks or containers shall be located to the side or rear of the house and be screened, covered, or buried underground, consistent with good safety practices and in accordance with all applicable federal, state, and local laws and regulations.

14. No trees may be cut or removed except for construction of a driveway, residence, utility services and permanent structures provided, however, that this limitation shall not apply to dead, dying, or diseased trees. Developer, however, may remove trees for roads, utilities, lakes, and ponds, such removal being within Developer's sole and unfettered discretion. All tree removal, notwithstanding the foregoing, is subject to approval by the Developer or Committee, except for removal conducted by Developer. All trees for proposed removal by an owner must be flagged by surveyor's fluorescent tape prior to seeking permission from Developer for removal.

15. Street or security lights shall be constructed to minimize light pollution on neighboring property insofar as possible. Further, no mercury vapor lights are permitted, and all outdoor lighting must be shielded so as to avoid or minimize light pollution and to avoid or minimize the effects of the same on viewing the night sky.

16. Following the commencement of construction of any structure on the lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within twelve (12) months from the date of such commencement of construction. The dwelling house shall be the first building constructed on any lot, and the construction of a garage or other collateral building prior to the construction of a dwelling house on any lot shall be prohibited. The interior of any structure being constructed on any lot shall be completely finished within eighteen (18) months following the commencement of construction. No dwelling shall be occupied until construction is substantially complete. Landscaping, but only as approved by the Developer or Committee, around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

17. All owners and their contractor shall insure that all structures constructed in the Subdivision are built in a structurally sound and aesthetically pleasing manner and in accordance with any building codes applicable to Sequatchie and Beldsoe Counties, Tennessee, and all such contractors and owners shall carry builder's risk insurance and general liability insurance in a minimum aggregate amount of $2,000,000.00.

18. All service wires or lines to the home and outbuildings, including but not limited to those for water, sewer, electrical, telephone, and cable service, shall be placed underground from the main supply lines.

19. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over the setbacks of each lot for the installation of utilities and drainage facilities and the maintenance thereof. Developer, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric, cable television, and telephone service, and appurtenances thereto; water mains and appurtenances thereto; culverts and drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above-mentioned installations. Developer, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot shall have no cause of action against Developer, its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating, and maintaining the above-mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are merged or combined to form larger lots as herein provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the merger or combination. The easements retained herein and retained on the Plat are fully assignable and alienable by the Developer.

20. No lot shall be used to provide ingress or egress to or from another lot or property in the subdivision unless lots back up to each other, provided, however, that the Developer reserves the right to allow owners of property outside the Subdivision to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Developer. None of the provisions of this paragraph shall limit or prohibit the rights of Developer as set forth in recital paragraph 4 on the first page hereinabove.

21. No industry, business, trade, occupation, or profession of any kind, shall be conducted, maintained, or permitted upon any lot, except as permitted below. No lot, or improvement thereon, shall be used for convalescing or custodial care as a home occupation. No well for gas, oil, or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon said premises. No drilling, mineral development, refining, mineral

exploration, quarrying, mining or mineral or substance extractions of any type or kind whatsoever shall be permitted on any lot. Nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land. The prohibition herein, however, shall not prevent Developer and its successor from conducting sales and development activities in the Subdivision or from maintaining a real estate sales office on a lot in the Subdivision.

The Owner or occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
(2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;
(3) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;
(4) the business activity is legal and conforms to all zoning requirements for the Lot;
(5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and,
(6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or occupants, as determined in Association's discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by ii, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or occupant's business activity. Each Owner and occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

22. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, they are kept in such a way as not to

violate any law or local ordinance or constitute a nuisance. No pet shall at any time be a nuisance to owners (and their agents, family members and invitees) in the subdivision. The Developer or Committee may grant variances regarding pets, but only when all property owners adjacent to the owner seeking the variance execute the proposed pet variance, thereby indicating their collective acceptance and consent to the same. Notwithstanding the forgoing, horses may be trailered to a lot by the owner thereof for riding on area trails, if any, but may not be kept on the lots overnight or otherwise stabled on the lots for any period of time.

23. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton), shall be parked, stored, or suffered to remain upon said premises within the Subdivision, unless parked or stored within a garage on said premises out of view. No vehicles are permitted to be parked on streets within the subdivision. No inoperable vehicles are permitted unless kept out of public view in a garage. Notwithstanding the forgoing, an owner shall be permitted to place or keep boats, trailers, motor homes, motor coaches and recreational vehicles in their driveway for a period not to exceed 48 consecutive hours prior to a vacation or trip in order to prepare for the same. However recreational vehicles and campers maybe used on lots for temporary camping purposes for four (4) consecutive days out of any period of thirty (30) days.

24. No clotheslines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of the lots.

25. No above ground swimming pools shall be constructed, reconstructed, allowed, or suffered to remain upon the lots. Further, no swimming pool shall be constructed, erected, or maintained on any lot without the prior written approval of the Developer or Committee. However, hot tubs are permitted.

26. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage, basement, or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling, except on the day before, of, and after trash pickup day. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, may be established by Developer or the Committee. No noxious or offensive activity shall be allowed on any lot; nor shall noxious or offensive materials be stored on any lot; nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

27. Whenever any of the foregoing covenants, restrictions, agreements, or restrictions provide for any approval, designation, determination, modification, consent, or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or its successors, or assigns or by any other person authorized in writing to sign deeds on behalf of Developer. So long as Developer owns a property interest in any

lot in the Subdivision, Developer may amend, modify, or revise this Declaration or grant individual variances, or re-subdivide lots, in part or whole without written notice and within its sole and unfettered discretion. No such modification, revisions, variance, or modification shall be effective until duly recorded in the Register's Office of Sequatchie and Bledsoe, Counties, Tennessee.

28. Each grantee of Developer, or a subsequent grantee, by the acceptance of a Deed of conveyance for a lot in the subdivision, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Covenants and Restrictions, or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance.

29. Enforcement of these covenants and restrictions may be by suit at law or in equity. Additionally, the Association may levy, assess, and collect reasonable fines for violations of these covenants and restrictions, which fines may be enforced in the same manner as maintenance fees. Said suit may be maintained by the Developer, any owner of property in the Subdivision, or by the Association, provided, however, that initiation by or participation in any suit to enforce these covenants and restrictions by the Association shall take the affirmative vote of seventy five percent (75%) of the membership. In the event suit is instituted to enforce these covenants and restrictions and should that suit be successful, then and in that event, the successful party shall be entitled to recover their costs and expenses in the prosecution of the suit, including their reasonable attorney fees in the prosecution of the suit to enforce the provisions of this Declaration or these covenants and restrictions.

30. No sign of any kind shall be displayed to public view on any lot except signs used or approved by Developer. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

31. No excessive or unsightly accumulation on any lot of children's toys, playground equipment or vehicles, playhouses, or other recreational items or facilities is allowed. No tree houses are allowed anywhere within the Subdivision, unless approved, in its sole and unfettered discretion, by the Developer or Committee.

32. No sewage or waste shall be allowed to flow onto the surface of the ground. All sewage must be discharged through the septic systems as permitted herein and on the Plat, subject to all local, state and federal rules and regulations.

33. Owners of residential improvements on Lots may rent or lease the same, but each rental term must consist of at least a period of 72 hours.

34. In the circumstance that any of the restrictions or covenants and conditions set forth in this Declaration are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restrictions or covenants herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

35. The streets and roads appearing on the Plat are private roads for use by the Developer and Lot owners, their heirs, successors and assigns, and their respective agents and invitees. Developer herby grants, while reserving to itself, easements upon and along all such streets and roads for access, ingress, egress, and utilities. The Association shall be responsible for maintaining the roads, and also the easement that provides access to the Subdivision. Access to the Subdivision is by private easement.

36. There shall be no obstruction of the Common Areas, nor shall anything be kept, parked, or stored on or removed from any part of the Common Areas without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Areas and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

37. The display or recreational discharge of firearms on the Common Property is prohibited, except: (1) by law enforcement officers; (2) to transport lawful firearms to or from a Lot, and (3) in self-defense. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, lasers, "B-B" guns, pellet guns and paintball guns.

38. Golf carts shall be permitted subject to the rules, regulations, and guidelines of the Association, but may only be used on the Community roadways to get from one Lot to another and/or to visit the Common Property. ATV vehicles including mules, side-by-sides, and 4-wheelers, shall be permitted on roadways or for use on lots within the community to the extent that the use of the same does not violate any state or local laws.

39. Piping and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and occupant shall ensure that any drainage piping and/or drainage ditches on the Owner's Lot are clear of obstruction and debris. Furthermore, no Owner or occupant may obstruct or re-channel the drainage flows across the Owner's Lot.

40. No Owner or occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity. Any grading performed in violation of any county, state or federal

ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

41. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure and receives prior written approval.

42. An Owner intending to transfer or sell a Lot or any interest in a Lot shall give the Board of Directors written notice of such intention within seven days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a light of first refusal in the Association or in any third party. Within seven days after receiving title to a Lot, the purchaser or grantee of the Lot shall give the Board written notice of his or her ownership of the Lot As part of the notice, the new Owner shall furnish the Owner's name, mailing address and such other information required by the Board.

43. The Association reserves the right to mow or trim grass and vegetation on unimproved Lots and charge the Owner thereof for the same, and to collect and enforce collection of the same in the same manner as maintenance fees.

PROPERTY OWNERS' ASSOCIATION

1. The Developer has created a Tennessee non-profit corporation known as the "River Ridge Farms Property Owners Association, Inc.," (the Association), to administer the common areas as shown on the Plat; to mow and maintain the road right of ways; to maintain landscaping around the entrance ways and to maintain bodies of water, if any. The Developer will deed, at a time it deems appropriate, in its sole and absolute discretion, to the Association common areas, if any, shown on the Plat of the Subdivision noted above.

2. The owners of lots in the Subdivision shall be obligated to pay an annual maintenance fee to the Association in an amount established by the Board of Directors of the Association, which fees shall be used to pay for the maintenance as set forth above. The initial annual maintenance fee assessment for all lot owners shall be Nine Hundred and fifty/100 Dollars ($950.00) per year. The fees may be changed annually by the Board of Directors of the Association but may not be increased by more than 7% of the prior year's fee without the approval of the same in the manner required for a special assessment below.

3. The initial Board of Directors of the Association shall be as designated in the Charter of the corporation. Thereafter, the Board of Directors of the Association shall be selected in accordance with the By-Laws of the Association. The Board shall be obligated on or before November 15 of each year to establish a budget for the following calendar year, and each property owner shall be obligated to pay his or her proportionate share of said budget. Statements for the annual maintenance fee to each property owner shall be forwarded between January 1 and January 30 of each calendar year and shall be due and payable on or before March 1 of each year. Thereafter, if not timely paid, said maintenance fee assessments shall accrue interest at a rate established by the Board of Directors of the Association. In the event of non-payment, the Board of Directors or their designated manager may declare a lien against the property of the delinquent property owner and may place a Notice of Lien in the public records of Sequatchie and Bledsoe Counties, Tennessee. Said lien may be foreclosed in the event of continued non-payment, provided, however, that the lien imposed herein shall in all events be subject and subordinate to a valid first deed of trust in favor of an institutional lender. By acceptance of a deed for property in the Subdivision, or by use of property in the Subdivision, the owners agree to pay the maintenance fee assessments as imposed by the Board, to subject their property to the lien provisions of the Declaration, and to waive and relinquish any right of redemption, either common law or statutory, which they may have and specifically the right of redemption provided by Tennessee Code Annotated §66-8-l0l, et seq., in the event their property is sold in satisfaction of the lien in favor of the Association; and to be automatically a member of the Association and subject to this instrument.

4. The Developer shall have no obligation to pay maintenance fees on lots owned by it. As to any additional property which may be brought within the plan of the Declaration, the Developer shall also have no obligation to pay maintenance fees on that additional property.

5. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than one lot, only one vote shall be allowed for the owner of the multiple lots upon which the residence is located. When title to the lot is vested in two or more persons, the owners shall designate the person to exercise the voting privileges, but in no event shall more than one vote per lot be allowed. Notwithstanding the forgoing, the Developer shall be a member in said corporation and shall be entitled to nine (9) votes for each lot it owns in said subdivision. If a lot is owned by a corporation, limited liability company, partnership, or other legal entity, other than by individuals, the legal entity shall designate the person to exercise the voting privileges associated with this lot and shall also designate the person entitled to the privileges of membership. Except for Developer and its successors, which shall have nine (9) memberships in the corporation per lot, there shall be one membership in the corporation per lot.

6. In addition to the other remedies available to the Association for non-payment of annual assessments, the Association may suspend the voting rights of any delinquent property owner. A property owner shall be deemed delinquent in the payment of his or her annual assessments if said assessments are sixty (60) days or more past due. The obligation to pay annual assessments to the Association shall be deemed to be the personal obligation of all persons having an interest in a lot in the subdivision, and the Association may, if it so chooses, seek a money judgment against the delinquent property owners in lieu of pursuit of enforcement of a lien against the lot in question. For any person owning all or any interest in more than one (1) lot in the subdivision, a delinquency in the payment of fees on any lot shall disentitle the property owner to vote in the affairs of the Association or enjoy the privileges of membership as to all property in which the property owner has an interest.

7. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee to pay said assessment and to comply with all provisions of this Declaration, which covenants shall run with the land and be binding upon the grantee, his or her successors, heirs, and assigns. No person may waive or otherwise escape liability hereunder by the abandonment of the property.

8. In addition to the annual assessment authorized above, the corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon common areas, provided that such assessment must be approved by not less than two-thirds (2/3rds) of the votes cast at a special meeting of members called for that purpose. Any such special assessment shall be limited to two (2) times the annual assessment for that year per lot.

9. This Declaration may be amended by the affirmative vote of three-fourths (3/4ths) of the members voting in person or by proxy at the meeting duly called for such purpose. Any member not

present at a meeting at which an amendment is considered may evidence their consent to such an amendment thereafter in writing. No such amendment shall be effective unless there is filed for record in the Office of the Register of Deeds for Sequatchie and Bledsoe Counties, Tennessee, on or before the effective date thereon an instrument executed by the President of the Association, which shall state the terms of such amendment and which shall contain a certification of the Secretary of the corporation that such amendment was duly approved by the members in accordance with the provisions of this Declaration, and the By-Laws of the Association. However, this Paragraph 9 shall not be deemed to abrogate or override the right and authority of the Developer and its successor, if any, to amend, modify or revise this Declaration as set forth under Paragraph 27 hereinabove.

ARCHITECTURAL REVIEW GUIDELINES

In order to preserve, to the extent possible, the natural beauty of the subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the subdivision, and to promote and protect the values of the subdivision, the Developer may create a body of rules and regulations (defined hereinabove as the "Regulations"), covering details of dwelling placement and construction and other matters, which shall be available for all Subdivision residents, home site owners and prospective home site owners.

The Developer shall have sole architectural and design reviewing authority for the subdivision until the Developer establishes an Architectural Review Committee (the "Committee"). The Developer or its nominee shall always be a member of the Committee.

No building, fences or structures of any type, shall be erected, placed, added to, or altered, and no grading shall be commenced until the proposed building plans and specifications (including height and composition of siding or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas) shall have been submitted to the Developer/Architecture Review Committee for approval at least sixty (60) 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/Architecture Review Committee shall be subject to approval by the Developer/Architecture Review Committee as provided in the preceding sentence.

The Developer/Architecture Review Committee shall give written approvals or disapproval of the plans within sixty (60) days of submission. The Developer/Architecture Review Committee may, by written notice, exempt certain matters of nonessential nature from the review requirements subject to the terms and conditions and for the time periods established by the Developer/Architecture Review Committee.

Architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of the property, removal of trees and vegetation, ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for building and landscaping provide visually pleasing settings for structures on the home site and on adjoining home sites.

The Developer/Architecture Review Committee reserves the right to approve or disapprove of general contractors retained by the owners for the construction of improvements on any home site. Developer shall maintain an approved list of licensed residential contractors from which owners must select a contractor for all improvements constructed on any lot in the subdivision.

Approval of any proposed building plan, location or specifications submitted under this Section will be withheld unless such plans, location and specifications comply with this Declaration in the sole and unfettered discretion of the Developer/Architecture Review Committee, as appropriate. Approval of the plans and specifications by the Developer/Architecture 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 or comply with applicable zoning laws, building codes or other land use laws or regulations. Each owner shall be individually responsible for the technical aspects of the plans and specifications of his or her residence and other structures or activities on a home site as well as the determination that such matters are in full compliance with all laws, codes, and regulations of applicable governmental authorities.

EXECUTED this 24th day of July, 2022.

SEQUATCHIE VALLEY LLC

By: _____

Its: Joel Brown - Member - Manager

State of North Carolina)

County of Mecklenburg)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Joel Brown, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of **Sequatchie Valley LLC,** a Tennessee limited liability company, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal of office on this the July day of 24th, 2022.

ASHLEY ETCHISON
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires September 25, 2023

Ashley Etchison
NOTARY PUBLIC

Ashley Etchison
Notary's Printed or Typed Name

My commission expires: 09/25/2023

BK/PG: 445/32-47
22002224

16 PGS:AL-RESTRICTIONS	
TERRY BATCH: 74678	07/28/2022 - 03:34 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	80.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	82.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY
KENDRA BOYD
REGISTER OF DEEDS

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVER RIDGE FARMS

1. Sequatchie Valley LLC, a Tennessee limited liability company, (hereinafter referred to as the "Developer"), is the developer of a real estate development known as "River Ridge Farms," (hereinafter called "Subdivision" or "Community").

2. The Developer is developing this property as a residential community. The plat, (hereinafter called the "Plat"), of River Ridge Farms was filed of record with the Register of Deeds of Sequatchie and Bledsoe Counties, Tennessee, in Plat Book D, pages 230 et seq., and in Plat Book _____, pages _____, et seq., respectively, which Plat, and each component part thereof, are incorporated herein by reference thereto.

3. For the benefit and protection of the Developer and the persons who shall become owners of lots in the Subdivision, the Developer, by these presents, and by the execution of this instrument, subjects the lots in the Subdivision, but only those lots appearing on the Plat of record as set forth above, to this Declaration of Covenants and Restrictions, ("Declaration"). The lots in the Subdivision shall also be subject to all matters shown on the plat of the Subdivision, including, without limitation utility, access and drainage easements and setback requirements.

4. The Developer has created a non-profit corporation called River Ridge Farms Property Owners Association, Inc., (the "Association"), for the purposes of maintaining the common areas of the Subdivision, as hereinafter provided. The Developer either now owns or may later acquire additional property adjacent to and in the vicinity of the lots encompassed in the Subdivision. The Developer reserves the right to develop said currently owned and additional property in any manner that it may choose, within its sole and unfettered discretion, including, without limitation, either as single family residential, cluster single family residential, or multifamily residential at its sole option and discretion, and may further use said currently owned property, and any such additional property, for a recreational vehicle park, and may develop the same for any recreational vehicle use or purpose and for tiny homes. The Developer may place such covenants and restrictions on any part or all of said currently owned property and additional property as it may choose within its sole and absolute discretion, even if the same are completely different from those herein. Further, additional property may be brought by Developer within the plan of this Declaration by Supplemental Declarations, which may contain supplementary covenants and restrictions applying to such property. The Developer shall not be obligated to bring any additional property within the plan of this Declaration, and no implied restrictions or implied negative reciprocal easements shall be created as to the Developer's additional property and currently owned other property not encompassed within the Plat of the Subdivision. Developer may use all roads, easements, utility easements, common areas and drainage ways, whether platted or otherwise, to serve all real property owned by Developer or subsequently acquired, and the development of the same, regardless of whether the same appears on, or is located near, the lots and property depicted on the Plat, and the owners thereof in perpetuity.

This Instrument Prepared By:
Looney, Looney & Chadwell, PLLC
156 Rector Avenue, Crossville, TN 38555

NOW, THEREFORE, for and in consideration of the recitals above and covenants below, and other good and valuable consideration, the Developer declares that all lots in the Subdivision, a Plat of which appears of record as set forth above, in the Register's Office, Sequatchie and Bledsoe Counties, Tennessee, shall hereafter be subject to this Declaration of Covenants and Restrictions herein set out.

PROTECTIVE COVENANTS

1. These Protective Covenants shall apply to all numbered lots as shown on the Plat of the Subdivision.

2. For so long as Developer owns one lot in the subdivision, all plans for dwellings and other improvements to be made on lots in the subdivision shall be submitted to the Developer for review and approval. At such time as Developer no longer owns a lot in the subdivision, or earlier if Developer voluntarily assigns its rights herein, said rights and obligations of review and approval shall be that of the Architectural Review Committee, ("Committee"), as more fully set forth hereafter. The Developer and, if later assigned to the Committee or when the Developer no longer owns a lot in the subdivision, the Committee shall adopt and promulgate regulations and guidelines pertaining to the development and improvement of lots, and to the exterior design, color, appearance, materials and aesthetics of all improvements, drives, landscaping and alterations of lots, and as further set forth hereinbelow and in the following section herein entitled "Architectural Review Guidelines," (the "Regulations"), which Regulations, and all amendments promulgated from time to time by the Developer or Committee, are incorporated herein by reference thereto as an encumbrance on each lot in the subdivision, as if copied herein from time to time verbatim. The Developer shall have the right to review and approve house plans and plans for other improvements to be made on the lot, provided, however, the Developer's right to approve plans shall be limited to exterior design, color, appearance, materials, landscaping, aesthetics, and anything that may be interpreted as an alteration to the natural surface of the lot or addition or fixture to the lot, whether such addition or fixture is artificial or natural. The proposed plans must be submitted to the Developer not less than sixty (60) days before the anticipated commencement of construction and the Developer shall have sixty (60) days from the date of receipt of the plans to comment on and direct changes to the proposed plans. If the Developer makes no comment upon the plans within sixty (60) days after submission, the plans shall be deemed approved. The Developer shall give a receipt to the property owner submitting plans and the sixty (60) days review period shall begin on the date of such receipt. No approval of plans and specifications shall be construed as representing or implying that such plans specifications, or standards will, if followed, result in a properly designed improvement. The Developer shall not be responsible or liable for (i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Declaration; (ii) any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; (iii) any loss or damages arising from the non-

compliance of such plans or specifications as with any governmental ordinance or regulation; nor, (iv) any defects in construction undertaken pursuant to such plans and specifications. Notwithstanding any term or provision herein to the contrary, including without limitation, those provisions, if any, hereinbelow which may be interpreted to permit either Developer or Committee to grant variances or consent, the Committee shall have absolutely no power or authority in any event and on any issue, until the earlier of the conveyance of the last lot owned by Developer to a grantee which is unrelated to Developer and does not have a common principal with Developer, or such time as Developer, within its sole and unfettered discretion, delegates, assigns or conveys such power or authority to the Committee.

3. No dwelling shall be constructed on any lot in the subdivision having less than one thousand (1,000) and no greater than two thousand (2,000) square feet square feet of heated living area, excluding porches, garages, breezeways, patios, and storage areas upon lots that are less than three (3.0) acres in size. No dwelling shall be constructed on any lot in the subdivision having less than one thousand (1,000) and no greater than two thousand and five hundred (2,500) square feet square feet of heated living area, excluding porches, garages, breezeways, patios, and storage areas upon lots that are 3.0 acres in size or greater. Homes shall not exceed two and one-half (2 ½) stories in height. One outbuilding and a detached garage, as further addressed herein below, may be constructed on any lot, but must be architecturally consistent with the residential dwelling on said lot, with the exterior of said outbuilding and/or garage constructed in the same materials, with the same design and color(s) as exist on said residential dwelling. Any lot in the subdivision that is greater than three (3.0) acres may have a guest home in addition to the outbuilding and detached garage and said guest home shall be no less than five hundred (500) square feet and no greater than one thousand (1,000) square feet of heated living area, excluding porches, garages, breezeways, patios and storage areas and can only be constructed after completion of the primary residence of the lot. So long as Developer owns one lot in the subdivision, Developer may, in its sole and unfettered discretion, grant variances to these restrictions, including variances as to the limitations of square feet of living areas and the construction of outbuildings. However, and notwithstanding the forgoing, on lots or tracts less than three (3) acres in size, the owner thereof may construct and allow his or her guests to use a guest suite in a detached garage. But, on lots or tracts three (3) acres in size or greater, the owner thereof may have a guest home or a guest suite in a detached garage, but not both the guest home and guest suite, although the detached garage, without a guest suite, and guest home together are permitted on lots that are three (3) acres in size and greater. Additionally, barndominiums are permitted as the primary residential dwelling on a lot so long as the barndominium meets the restrictions herein, including, without limitation, those pertaining to height, heated living area and exteriors.

4. All homes must be constructed of new material and be of good quality workmanship. No trailers, modular homes, unless the modular home is specifically approved by the Developer or the Committee, mobile homes, shacks and movable homes shall be allowed. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone, or stucco. Any building erected shall have a solid foundation. Roofs shall have some pitch and not be

completely flat. The main roof must have, at a minimum, a 4/12 pitch, and secondary roof planes may have a 2/12 pitch at a minimum, unless a variance, within its sole and unfettered discretion, is granted by the Developer or Committee.

5. All lots shall be used and occupied solely and exclusively for private residential purposes by a single family. Only one residence per lot shall be permitted. No lot shall be used for multifamily, condominium, townhouse, or commercial/business usage, unless permitted by Developer, in Developer's sole and unfettered discretion.

6. No dwelling shall be erected, reconstructed, placed, or suffered to remain upon said premises, nearer the front or street line, or lines, nor nearer to any sideline or rear line than as shown as set-back requirement upon the recorded Plat of said subdivision. This restriction as to the distance at which said dwelling house shall be placed from the front, side, and rear lines of said premises shall apply to and include porches, verandas, and other similar projections of said dwelling. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed, or suffered to remain in the set-back areas, or in an unsightly manner.

7. No re-subdivision of lots shall be allowed. Adjoining lots may be merged into one lot if owned by the same party or parties, but no more than three (3) lots may be so combined. In the event of such combination, the owner of the resulting lot shall pay, and be responsible for all annual dues assessment for each original lot combined into a single lot. Combined lots may be re-subdivided into their original size and location and dues and assessments shall be owed for each resulting lot going forward.

8. No detached garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises, except for the exclusive use of the family occupying said dwelling and the servants thereof. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No garage shall be allowed to open toward or face the street. Carports shall not be allowed.

9. A hard surface driveway consisting of either asphalt, concrete, brick, paver, or other similar substance shall be completed within the initial period of twelve (12) months for the completion of the dwelling house on a particular lot.

10. No portion of any lot nearer to any street than the building set-back line or lines specified or shown upon the Plat of said subdivision shall be used for any purpose other than as a lawn for walkways, driveways, the planting of trees, or shrubbery, or other landscaping, including the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises. No vegetable gardens shall be grown upon such area and the lot owner shall be responsible for the removal of weeds, underbrush, or other unsightly objects and to prevent the setback area from becoming unsightly.

11. Fences and fenced or gated enclosures of all types whatsoever, including, without limitation, animal kennels, are not permitted without the written approval of Developer or Committee, within the sole unfettered discretion of the same.

12. No motor home, camper, recreational trailer, basement, foundation, unfinished dwelling, tent, garage, barn, or other outbuilding shall at any time be allowed as temporary or permanent living quarters. A camper or recreational vehicle is permitted on a lot for habitation by the owner of the lot from the time that the framing of the primary residence begins on said lot until the home is substantially complete, but, in no case, for more than a one-year period of time. Tent camping is prohibited. Notwithstanding the forgoing, temporary camping in a recreational vehicle or camper, outside the construction period above, is permitted, but for no more than four (4) consecutive days out of any period of thirty (30) days.

13. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping. Fuel, oil, or gas tanks or containers shall be located to the side or rear of the house and be screened, covered, or buried underground, consistent with good safety practices and in accordance with all applicable federal, state, and local laws and regulations.

14. No trees may be cut or removed except for construction of a driveway, residence, utility services and permanent structures provided, however, that this limitation shall not apply to dead, dying, or diseased trees. Developer, however, may remove trees for roads, utilities, lakes, and ponds, such removal being within Developer's sole and unfettered discretion. All tree removal, notwithstanding the foregoing, is subject to approval by the Developer or Committee, except for removal conducted by Developer. All trees for proposed removal by an owner must be flagged by surveyor's fluorescent tape prior to seeking permission from Developer for removal.

15. Street or security lights shall be constructed to minimize light pollution on neighboring property insofar as possible. Further, no mercury vapor lights are permitted, and all outdoor lighting must be shielded so as to avoid or minimize light pollution and to avoid or minimize the effects of the same on viewing the night sky.

16. Following the commencement of construction of any structure on the lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within twelve (12) months from the date of such commencement of construction. The dwelling house shall be the first building constructed on any lot, and the construction of a garage or other collateral building prior to the construction of a dwelling house on any lot shall be prohibited. The interior of any structure being constructed on any lot shall be completely finished within eighteen (18) months following the commencement of construction. No dwelling shall be occupied until construction is substantially complete. Landscaping, but only as approved by the Developer or Committee, around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

17. All owners and their contractor shall insure that all structures constructed in the Subdivision are built in a structurally sound and aesthetically pleasing manner and in accordance with any building codes applicable to Sequatchie and Beldsoe Counties, Tennessee, and all such contractors and owners shall carry builder's risk insurance and general liability insurance in a minimum aggregate amount of $2,000,000.00.

18. All service wires or lines to the home and outbuildings, including but not limited to those for water, sewer, electrical, telephone, and cable service, shall be placed underground from the main supply lines.

19. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over the setbacks of each lot for the installation of utilities and drainage facilities and the maintenance thereof. Developer, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric, cable television, and telephone service, and appurtenances thereto; water mains and appurtenances thereto; culverts and drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above-mentioned installations. Developer, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot shall have no cause of action against Developer, its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating, and maintaining the above-mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are merged or combined to form larger lots as herein provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the merger or combination. The easements retained herein and retained on the Plat are fully assignable and alienable by the Developer.

20. No lot shall be used to provide ingress or egress to or from another lot or property in the subdivision unless lots back up to each other, provided, however, that the Developer reserves the right to allow owners of property outside the Subdivision to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision without the express written consent of the Developer. None of the provisions of this paragraph shall limit or prohibit the rights of Developer as set forth in recital paragraph 4 on the first page hereinabove.

21. No industry, business, trade, occupation, or profession of any kind, shall be conducted, maintained, or permitted upon any lot, except as permitted below. No lot, or improvement thereon, shall be used for convalescing or custodial care as a home occupation. No well for gas, oil, or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed, or suffered to remain upon said premises. No drilling, mineral development, refining, mineral

exploration, quarrying, mining or mineral or substance extractions of any type or kind whatsoever shall be permitted on any lot. Nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet enjoyment of the owner or owners of any adjoining land. The prohibition herein, however, shall not prevent Developer and its successor from conducting sales and development activities in the Subdivision or from maintaining a real estate sales office on a lot in the Subdivision.

The Owner or occupant residing in a dwelling on a Lot may conduct ancillary business activities within the dwelling so long as:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the dwelling;
(2) the business activity does not involve visitation or deliveries to the Lot by employees, clients, customers, suppliers, couriers, mail carriers, or other business invitees in greater volume than would normally be expected for a Lot without business activity;
(3) the business activity does not involve use of the Common Property, except for necessary access to and from the Lot by permitted business invitees;
(4) the business activity is legal and conforms to all zoning requirements for the Lot;
(5) the business activity does not increase any insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage; and,
(6) the business activity is consistent with the residential character of the Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other Owners or occupants, as determined in Association's discretion.

The Association has no liability for any business activity in the Community. The Association also has no liability for any action or omission by ii, its Directors, Officers, agents, representatives and/or vendors, that may adversely impact an Owner's or occupant's business activity. Each Owner and occupant hereby releases and holds harmless the Association, its Directors, Officers, agents, representatives and vendors, for any interruption or suspension of, or any damages to, any business activities conducted on a Lot. Owners and occupants shall obtain whatever supplemental insurance may be necessary to protect their business assets, business continuity and business interests on their Lots. The Association is not obligated to obtain any insurance coverage for any Owner's or occupant's business activity.

The term "business," as used in this provision, shall include, without limitation, any occupation, work or activity that involves the provision of goods or services to persons other than the provider's family for a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

22. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, they are kept in such a way as not to

violate any law or local ordinance or constitute a nuisance. No pet shall at any time be a nuisance to owners (and their agents, family members and invitees) in the subdivision. The Developer or Committee may grant variances regarding pets, but only when all property owners adjacent to the owner seeking the variance execute the proposed pet variance, thereby indicating their collective acceptance and consent to the same. Notwithstanding the forgoing, horses may be trailered to a lot by the owner thereof for riding on area trails, if any, but may not be kept on the lots overnight or otherwise stabled on the lots for any period of time.

23. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton), shall be parked, stored, or suffered to remain upon said premises within the Subdivision, unless parked or stored within a garage on said premises out of view. No vehicles are permitted to be parked on streets within the subdivision. No inoperable vehicles are permitted unless kept out of public view in a garage. Notwithstanding the forgoing, an owner shall be permitted to place or keep boats, trailers, motor homes, motor coaches and recreational vehicles in their driveway for a period not to exceed 48 consecutive hours prior to a vacation or trip in order to prepare for the same. However recreational vehicles and campers maybe used on lots for temporary camping purposes for four (4) consecutive days out of any period of thirty (30) days.

24. No clotheslines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of the lots.

25. No above ground swimming pools shall be constructed, reconstructed, allowed, or suffered to remain upon the lots. Further, no swimming pool shall be constructed, erected, or maintained on any lot without the prior written approval of the Developer or Committee. However, hot tubs are permitted.

26. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers, or stored and maintained in containers entirely within the garage, basement, or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling, except on the day before, of, and after trash pickup day. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, may be established by Developer or the Committee. No noxious or offensive activity shall be allowed on any lot; nor shall noxious or offensive materials be stored on any lot; nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

27. Whenever any of the foregoing covenants, restrictions, agreements, or restrictions provide for any approval, designation, determination, modification, consent, or any other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or its successors, or assigns or by any other person authorized in writing to sign deeds on behalf of Developer. So long as Developer owns a property interest in any

lot in the Subdivision, Developer may amend, modify, or revise this Declaration or grant individual variances, or re-subdivide lots, in part or whole without written notice and within its sole and unfettered discretion. No such modification, revisions, variance, or modification shall be effective until duly recorded in the Register's Office of Sequatchie and Bledsoe, Counties, Tennessee.

28. Each grantee of Developer, or a subsequent grantee, by the acceptance of a Deed of conveyance for a lot in the subdivision, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Covenants and Restrictions, or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance.

29. Enforcement of these covenants and restrictions may be by suit at law or in equity. Additionally, the Association may levy, assess, and collect reasonable fines for violations of these covenants and restrictions, which fines may be enforced in the same manner as maintenance fees. Said suit may be maintained by the Developer, any owner of property in the Subdivision, or by the Association, provided, however, that initiation by or participation in any suit to enforce these covenants and restrictions by the Association shall take the affirmative vote of seventy five percent (75%) of the membership. In the event suit is instituted to enforce these covenants and restrictions and should that suit be successful, then and in that event, the successful party shall be entitled to recover their costs and expenses in the prosecution of the suit, including their reasonable attorney fees in the prosecution of the suit to enforce the provisions of this Declaration or these covenants and restrictions.

30. No sign of any kind shall be displayed to public view on any lot except signs used or approved by Developer. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

31. No excessive or unsightly accumulation on any lot of children's toys, playground equipment or vehicles, playhouses, or other recreational items or facilities is allowed. No tree houses are allowed anywhere within the Subdivision, unless approved, in its sole and unfettered discretion, by the Developer or Committee.

32. No sewage or waste shall be allowed to flow onto the surface of the ground. All sewage must be discharged through the septic systems as permitted herein and on the Plat, subject to all local, state and federal rules and regulations.

33. Owners of residential improvements on Lots may rent or lease the same, but each rental term must consist of at least a period of 72 hours.

34. In the circumstance that any of the restrictions or covenants and conditions set forth in this Declaration are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restrictions or covenants herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

35. The streets and roads appearing on the Plat are private roads for use by the Developer and Lot owners, their heirs, successors and assigns, and their respective agents and invitees. Developer herby grants, while reserving to itself, easements upon and along all such streets and roads for access, ingress, egress, and utilities. The Association shall be responsible for maintaining the roads, and also the easement that provides access to the Subdivision. Access to the Subdivision is by private easement.

36. There shall be no obstruction of the Common Areas, nor shall anything be kept, parked, or stored on or removed from any part of the Common Areas without the express written consent of the Board of Directors. The Association may remove and either discard or store any unauthorized personal property left or kept on the Common Areas and the Association shall have no obligation to return, replace or reimburse the owner for such property. The Association is not liable to any Person for any loss of, theft of, or damage to any personal property.

37. The display or recreational discharge of firearms on the Common Property is prohibited, except: (1) by law enforcement officers; (2) to transport lawful firearms to or from a Lot, and (3) in self-defense. The term "firearms" includes, but is not limited to, any device which will or can be converted to expel a projectile by the action of an explosive or electrical charge or by the action of compressed air. Examples of "firearms" as described in this section include, but are not limited to, handguns, rifles, shotguns, stun guns, lasers, "B-B" guns, pellet guns and paintball guns.

38. Golf carts shall be permitted subject to the rules, regulations, and guidelines of the Association, but may only be used on the Community roadways to get from one Lot to another and/or to visit the Common Property. ATV vehicles including mules, side-by-sides, and 4-wheelers, shall be permitted on roadways or for use on lots within the community to the extent that the use of the same does not violate any state or local laws.

39. Piping and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. Each Owner and occupant shall ensure that any drainage piping and/or drainage ditches on the Owner's Lot are clear of obstruction and debris. Furthermore, no Owner or occupant may obstruct or re-channel the drainage flows across the Owner's Lot.

40. No Owner or occupant shall engage in any activity which creates erosion or siltation problems or causes contamination of or damage to any stream, water course or any other Lot in the Community. Each Owner and occupant shall be liable for all damages and restoration costs resulting from such unauthorized activity. Any grading performed in violation of any county, state or federal

ordinance, statute or regulation shall be deemed to be a noxious or offensive activity and may result in fines by the Association, or in a civil action to enjoin such activity.

41. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure and receives prior written approval.

42. An Owner intending to transfer or sell a Lot or any interest in a Lot shall give the Board of Directors written notice of such intention within seven days after executing the transfer or sales documents. As part of the notice, the current Owner shall furnish the Board the name and address of the intended grantee and such other information required by the Board. This Paragraph shall not be construed to create a light of first refusal in the Association or in any third party. Within seven days after receiving title to a Lot, the purchaser or grantee of the Lot shall give the Board written notice of his or her ownership of the Lot As part of the notice, the new Owner shall furnish the Owner's name, mailing address and such other information required by the Board.

43. The Association reserves the right to mow or trim grass and vegetation on unimproved Lots and charge the Owner thereof for the same, and to collect and enforce collection of the same in the same manner as maintenance fees.

PROPERTY OWNERS' ASSOCIATION

1. The Developer has created a Tennessee non-profit corporation known as the "River Ridge Farms Property Owners Association, Inc.," (the Association), to administer the common areas as shown on the Plat; to mow and maintain the road right of ways; to maintain landscaping around the entrance ways and to maintain bodies of water, if any. The Developer will deed, at a time it deems appropriate, in its sole and absolute discretion, to the Association common areas, if any, shown on the Plat of the Subdivision noted above.

2. The owners of lots in the Subdivision shall be obligated to pay an annual maintenance fee to the Association in an amount established by the Board of Directors of the Association, which fees shall be used to pay for the maintenance as set forth above. The initial annual maintenance fee assessment for all lot owners shall be Nine Hundred and fifty/100 Dollars ($950.00) per year. The fees may be changed annually by the Board of Directors of the Association but may not be increased by more than 7% of the prior year's fee without the approval of the same in the manner required for a special assessment below.

3. The initial Board of Directors of the Association shall be as designated in the Charter of the corporation. Thereafter, the Board of Directors of the Association shall be selected in accordance with the By-Laws of the Association. The Board shall be obligated on or before November 15 of each year to establish a budget for the following calendar year, and each property owner shall be obligated to pay his or her proportionate share of said budget. Statements for the annual maintenance fee to each property owner shall be forwarded between January 1 and January 30 of each calendar year and shall be due and payable on or before March 1 of each year. Thereafter, if not timely paid, said maintenance fee assessments shall accrue interest at a rate established by the Board of Directors of the Association. In the event of non-payment, the Board of Directors or their designated manager may declare a lien against the property of the delinquent property owner and may place a Notice of Lien in the public records of Sequatchie and Bledsoe Counties, Tennessee. Said lien may be foreclosed in the event of continued non-payment, provided, however, that the lien imposed herein shall in all events be subject and subordinate to a valid first deed of trust in favor of an institutional lender. By acceptance of a deed for property in the Subdivision, or by use of property in the Subdivision, the owners agree to pay the maintenance fee assessments as imposed by the Board, to subject their property to the lien provisions of the Declaration, and to waive and relinquish any right of redemption, either common law or statutory, which they may have and specifically the right of redemption provided by Tennessee Code Annotated §66-8-l0l, et seq., in the event their property is sold in satisfaction of the lien in favor of the Association; and to be automatically a member of the Association and subject to this instrument.

4. The Developer shall have no obligation to pay maintenance fees on lots owned by it. As to any additional property which may be brought within the plan of the Declaration, the Developer shall also have no obligation to pay maintenance fees on that additional property.

5. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than one lot, only one vote shall be allowed for the owner of the multiple lots upon which the residence is located. When title to the lot is vested in two or more persons, the owners shall designate the person to exercise the voting privileges, but in no event shall more than one vote per lot be allowed. Notwithstanding the forgoing, the Developer shall be a member in said corporation and shall be entitled to nine (9) votes for each lot it owns in said subdivision. If a lot is owned by a corporation, limited liability company, partnership, or other legal entity, other than by individuals, the legal entity shall designate the person to exercise the voting privileges associated with this lot and shall also designate the person entitled to the privileges of membership. Except for Developer and its successors, which shall have nine (9) memberships in the corporation per lot, there shall be one membership in the corporation per lot.

6. In addition to the other remedies available to the Association for non-payment of annual assessments, the Association may suspend the voting rights of any delinquent property owner. A property owner shall be deemed delinquent in the payment of his or her annual assessments if said assessments are sixty (60) days or more past due. The obligation to pay annual assessments to the Association shall be deemed to be the personal obligation of all persons having an interest in a lot in the subdivision, and the Association may, if it so chooses, seek a money judgment against the delinquent property owners in lieu of pursuit of enforcement of a lien against the lot in question. For any person owning all or any interest in more than one (1) lot in the subdivision, a delinquency in the payment of fees on any lot shall disentitle the property owner to vote in the affairs of the Association or enjoy the privileges of membership as to all property in which the property owner has an interest.

7. The acceptance of a deed by a grantee shall be construed to be a covenant by the grantee to pay said assessment and to comply with all provisions of this Declaration, which covenants shall run with the land and be binding upon the grantee, his or her successors, heirs, and assigns. No person may waive or otherwise escape liability hereunder by the abandonment of the property.

8. In addition to the annual assessment authorized above, the corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a designated capital improvement upon common areas, provided that such assessment must be approved by not less than two-thirds (2/3rds) of the votes cast at a special meeting of members called for that purpose. Any such special assessment shall be limited to two (2) times the annual assessment for that year per lot.

9. This Declaration may be amended by the affirmative vote of three-fourths (3/4ths) of the members voting in person or by proxy at the meeting duly called for such purpose. Any member not

present at a meeting at which an amendment is considered may evidence their consent to such an amendment thereafter in writing. No such amendment shall be effective unless there is filed for record in the Office of the Register of Deeds for Sequatchie and Bledsoe Counties, Tennessee, on or before the effective date thereon an instrument executed by the President of the Association, which shall state the terms of such amendment and which shall contain a certification of the Secretary of the corporation that such amendment was duly approved by the members in accordance with the provisions of this Declaration, and the By-Laws of the Association. However, this Paragraph 9 shall not be deemed to abrogate or override the right and authority of the Developer and its successor, if any, to amend, modify or revise this Declaration as set forth under Paragraph 27 hereinabove.

ARCHITECTURAL REVIEW GUIDELINES

In order to preserve, to the extent possible, the natural beauty of the subdivision and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the subdivision, and to promote and protect the values of the subdivision, the Developer may create a body of rules and regulations (defined hereinabove as the "Regulations"), covering details of dwelling placement and construction and other matters, which shall be available for all Subdivision residents, home site owners and prospective home site owners.

The Developer shall have sole architectural and design reviewing authority for the subdivision until the Developer establishes an Architectural Review Committee (the "Committee"). The Developer or its nominee shall always be a member of the Committee.

No building, fences or structures of any type, shall be erected, placed, added to, or altered, and no grading shall be commenced until the proposed building plans and specifications (including height and composition of siding or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas) shall have been submitted to the Developer/Architecture Review Committee for approval at least sixty (60) 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/Architecture Review Committee shall be subject to approval by the Developer/Architecture Review Committee as provided in the preceding sentence.

The Developer/Architecture Review Committee shall give written approvals or disapproval of the plans within sixty (60) days of submission. The Developer/Architecture Review Committee may, by written notice, exempt certain matters of nonessential nature from the review requirements subject to the terms and conditions and for the time periods established by the Developer/Architecture Review Committee.

Architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of the property, removal of trees and vegetation, ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for building and landscaping provide visually pleasing settings for structures on the home site and on adjoining home sites.

The Developer/Architecture Review Committee reserves the right to approve or disapprove of general contractors retained by the owners for the construction of improvements on any home site. Developer shall maintain an approved list of licensed residential contractors from which owners must select a contractor for all improvements constructed on any lot in the subdivision.

Approval of any proposed building plan, location or specifications submitted under this Section will be withheld unless such plans, location and specifications comply with this Declaration in the sole and unfettered discretion of the Developer/Architecture Review Committee, as appropriate. Approval of the plans and specifications by the Developer/Architecture 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 or comply with applicable zoning laws, building codes or other land use laws or regulations. Each owner shall be individually responsible for the technical aspects of the plans and specifications of his or her residence and other structures or activities on a home site as well as the determination that such matters are in full compliance with all laws, codes, and regulations of applicable governmental authorities.

EXECUTED this 24th day of July, 2022.

SEQUATCHIE VALLEY LLC

By: _____

Its: Joel Brown - Member - Manager

State of North Carolina)

County of Mecklenburg)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Joel Brown, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of **Sequatchie Valley LLC,** a Tennessee limited liability company, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and seal of office on this the July day of 24th, 2022.

ASHLEY ETCHISON
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires September 25, 2023

Ashley Etchison
NOTARY PUBLIC

Ashley Etchison
Notary's Printed or Typed Name

My commission expires: 09/25/2023

BK/PG: 445/32-47
22002224

16 PGS:AL-RESTRICTIONS	
TERRY BATCH: 74678	07/28/2022 - 03:34 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	80.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	82.00

STATE OF TENNESSEE, SEQUATCHIE COUNTY
KENDRA BOYD
REGISTER OF DEEDS