

DECLARATION OF RESTRICTIVE COVENANTS

FOR

HAWK'S BLUFF PHASES I, II, III, IV

This Declaration dated this 18 day of November, 2005, made by **International Land Consultants, Inc.**, ("Developer").

WITNESSETH:

WHEREAS, Developer is the Owner of fee simple title to all of the lots located in Hawk's Bluff, a subdivision according to the plat thereof, recorded in Plat Cab. 1, pages 140, 141, 142, 143, 144 and 145, Register's Office, Van Buren County, Tennessee, and to further include the real property described in Exhibit "A" attached hereto and incorporated herein by reference, ("Subdivision"), and desires to place restrictions and protective covenants as hereafter described upon the Subdivision and the real property described in Exhibit "A", which Plats and real property described herein are incorporated herein by reference thereto, it being the intent of Developer to encumber said real property described in said plats and in Exhibit "A" with these restrictive covenants; and,

NOW, THEREFORE, Developer declares that each lot in the Subdivision shall be owned, used, transferred, conveyed and occupied, subject to the covenants and restrictions herein set forth ("Protective Covenants") as follows:

1. **RESIDENTIAL USE:** The lots shall be for residential purposes only, and no trade or business of any kind may be conducted in or from such lots, including business uses ancillary to a primary residential use; provided the owner or occupant residing in the improvement or improvements on such lot may conduct ancillary business activities in said improvement or improvements for so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell, from the exterior of the improvement or improvements; (b) the business activity does not involve persons coming on to the lot or lots who do not reside on the lot or lots or door-to-door solicitation of owners or

This instrument prepared by:
LOONEY & LOONEY, ATTYS.
Crossville, Tennessee 38555

occupants of the lots; (c) the business activity is not in violation of any applicable zoning requirements for the lot or lots; and (d) the business activity is consistent with the residential character of the lots and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other owners or occupants of the lots. Under no circumstances shall any improvement or improvements on said lot or lots be used as a hotel or motel; provided, however, the owner of any lot or lots may rent or lease his or her residential dwelling on such lot or lots for a period of time consisting of Seventy Two (72) hours or greater. No billboards or advertising signs shall be erected on any lot, except signs as may be reasonably required by Developer for sale of said lot or lots. Nothing in this section shall be construed to prohibit the Developer from conducting business activities in residential areas in furtherance of its sales program.

2. **SIZE OF DWELLING:** No permanent dwelling shall be permitted on any lot, which has less than one thousand two hundred (1,200) square feet of living space exclusive of open porches, garages or carports. Trailers and mobile homes, single or doublewide, are not permitted.

3. **SETBACKS:** All buildings will be set back at least fifty (50) feet from the front lot line; twenty-five (25) feet from the rear line; and twenty-five (25) feet from the interior side lot lines. If a residential building is erected on more than one (1) lot, the setback restrictions referred to herein shall apply only to the extreme side lines of the combined lots.

4. **NUMBER OF DWELLINGS:** No more than one (1) residential dwelling shall be allowed on each lot. Outbuildings or accessory buildings, such as a garage, servants' quarters, guest house, and storage buildings, shall be permitted upon a lot for which a residential dwelling exists or is under construction; provided that said outbuilding and/or outbuildings intended as servants' quarters or guest quarters are occupied either by servants employed on the premises or temporarily by guests, and are not occupied as rental units by non-servant or non-guest occupants. Further, guest quarters, servant quarters and guest apartments are permitted within a residential dwelling or as an attachment thereto, provided said apartment and/or quarters are occupied by servants employed on the premises or temporarily by guests, and are not occupied as rental space by non-servant or non-guest occupants.

5. **TEMPORARY STRUCTURES AND TRAVEL TRAILERS:** No structures of a temporary character or any travel trailer, tent, shack, garage, barn or other outbuilding shall be used on the property at any time as a residence, either temporarily or permanently, except that Developer may give prior written consent to permit a travel trailer or camper to be used as a temporary dwelling during the construction of a permanent

dwelling for a period of one (1) year. So long as the same are not used as a permanent residence, are parked behind the house and are not visible from any road, a tent, camper, travel trailer or motor home may be used as a temporary vacation residence provided that the use does not exceed the weekends (Friday evening through Sunday evening) and holidays, plus 10 week days per calendar month; further, the tent, camper, and motor home shall be removed at the termination of each temporary vacation. In no case, however, shall such temporary vacation use exceed fourteen (14) days per calendar year.

6. **LIVESTOCK**: No lot shall be used for commercial livestock or poultry breeding, boarding, or raising. Dogs, cats, or other household pets are permitted, provided they are on leashes when outside and are not kept, bred, or maintained for commercial breeding purposes and are kept under the control of the occupant at all times. Horses and cattle may occupy any lots in small numbers (maximum rate 1 animal per two (2) pastured acres) for the personal use and enjoyment of the occupant and provided they are not a nuisance to adjoining owners. The quarters and care of all pets must strictly comply with applicable health and sanitation regulations. No swine shall be permitted to occupy any portion of a lot.

7. **NUISANCE**: No lot shall be maintained nor shall any activity be carried on upon any Lot, which is an annoyance. No immoral, improper or unlawful use shall be made of the property, and each owner shall comply with all valid laws, zoning ordinances and regulations of all government agencies having jurisdiction thereof.

8. **PROPERTY MAINTENANCE**: All lots and improvements thereon shall, at all times, be maintained in a clean and neat condition. No lot shall be used for a junk yard, dumping ground, or for the accumulation of garbage or other refuse, foul smelling matter, or other uses which would be detrimental to the comfort, health and safety of the inhabitants of the surrounding area. All vacant lots shall be kept free of any accumulation of trash and other material which would constitute a fire hazard or render the lot unsightly.

9. **SEPTIC AND WATER**: No privy or outside toilet facility shall be constructed or maintained on any lot. Septic tanks, sewage disposal systems and drinking water facilities shall conform to all requirements established by state and local rules and regulations.

10. **SIGNAGE**: For so long as Developer owns one lot in the subdivision, no real property "For Sale" signs are permitted on any lot other than the signs of the Developer.

11. **VEHICLES**: No trashed, junked, or unlicensed automotive vehicles shall be kept on any lots and all inoperative automotive vehicles shall be repaired within thirty (30) days.

12. **TERM**: These covenants are real covenants running with the land and shall be binding and shall inure to the benefit of all purchasers and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of twenty (20) years each unless terminated as provided under Tennessee Law.

13. **VIOLATION**: The violation of these Protective Covenants shall grant Developer or any owner, in addition to all other remedies, the right to bring legal or equitable action to enjoin such violation or compel compliance with the terms hereof. All costs of such litigation, including reasonable attorney's fees to the prevailing party's attorney, shall be paid by the owner found to be in violation.

14. **AMENDMENT, RELEASE AND WAIVER**: This Declaration may be amended at any time to change, alter or rescind any of the Protective Covenants by written amendment executed by the then owners of not less than two-thirds (2/3rds) of the lots; provided, that no amendment shall be effective without Developer's written consent, if Developer is then an owner of a lot. So long as Developer is the owner of any lot, Developer reserves the exclusive right, without the consent of any other owner, to release, in writing, any of the Protective Covenants, to amend the Protective Covenants in whole or in part, or grant a waiver, in writing, of a violation thereof.

15. **RESUBDIVISION**: Resubdivision of lots is prohibited, except by Developer.

16. **INVALIDATION**: Invalidation of any one of the restrictions in this declaration by judgment or court order shall not effect any of the other restrictions, which will remain in full force and effect.


17. **PARKS AND TREES**: For so long as Developer owns one lot in the Subdivision, it shall control all parks, lakes, roads and common areas unless, or until such time as, Developer, of its own sole discretion, decides or determines to convey or transfer part or all of the same. No gasoline engines of any kind or type whatsoever are permitted in the lakes and ponds in the Subdivision. Further, only owners of lots in the Subdivision, and their invitees and guests, are permitted to use the common areas, parks, lakes and facilities located therein, thereon or associated therewith. Absolutely no hunting is permitted on or in the Subdivision; further, discharging of firearms or weapons of any type or kind whatsoever is strictly prohibited. With regard to each lot in the Subdivision, the owner of said lot may remove the standing or growing timber there from but must retain, without cutting or destroying the same, at least 50 percent of

all standing or growing timber upon said lot as the same existed at the time of purchase from Developer. In other words, said owner may remove as much as 50 percent of the standing or growing timber upon his or her lot, but no more.

18. **MISCELLANEOUS:** No trucks or vehicles weighing in excess of one ton may be parked within the Subdivision, including all of its roads and common property, without the prior written consent of the Developer. The only flags of any kind or type whatsoever permitted to be flown or displayed on or within the Subdivision is the sovereign flag of the United States of America.

IN WITNESS WHEREOF, this instrument has been executed by Developer on the day and year first above written.

INTERNATIONAL LAND CONSULTANTS,
INC.

By: 
Rocco Toscano, President

State of Tennessee)
County of Van Buren)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Rocco Toscano**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **International Land Consultants, Inc., a Florida corporation**, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President..

WITNESS my hand and seal of office this 18 day of November, 2005.


NOTARY PUBLIC

My commission expires: 12/05/05