

This Declaration dated this 24th day of July, 2006, 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 Phase V**, a subdivision according to the plat thereof, recorded in Book P2, page 306, Register's Office, Bledsoe 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

C2.e:Covenant Resources/Declaration of Restrictive Covenants for Hawk's Bluff Phase V

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

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) 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.

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

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 Blount)

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 24 day of

July, 2006.

NOTARY PUBLIC

My commission expires: 2/7/10

