**This instrument prepared by:**
**Brett N. Mayes, Attorney**
**801 Sunset Drive, Suite #1**
**Johnson City, TN 37604**

**For Register's Office Use**

# AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS

# FOR

# THE FARM SUBDIVISION
# (Phases I and II)

This AMENDED DECLARATION OF CONVENANTS AND RESTRICTIONS (the "Declaration"), is made and entered into as of this 26th day of March, 2020 by PREMIER DEVELOPMENTS LLC, a Tennessee limited liability company (the "Developer").

## WITNESSTH:

WHEREAS, Developer is the developer of all the lots and land embraced by THE FARM SUBDIVISION (the "Subdivision"), in the 20th Civil District, County of Sullivan, Tennessee, which is more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO**

WHEREAS, at the time of said development of the Subdivision, the Developer executed and recorded those certain Restrictions and Reservations for The Farm Subdivision, Phase I at Book 3108, Page 1780-1783, and those certain Restrictions and Reservations for the Farm Subdivision, Phase II, at Book 3128, Page 2127-2130 in the Register's Office for Sullivan County, which both reserved the right to change, waive or modify the restrictions or restrictive covenants for the Subdivision until all Lots have been conveyed;

WHEREAS, the Developer is the owner of a tract of land adjoining the Subdivision totaling approximately 83.9 acres +/- (the "Developer's Tract"), which is more particularly described as follows:

**SEE EXHIBIT "B" ATTACHED HERETO**

WHEREAS, the Developer now desires to amend the aforementioned Restrictions and Reservations for The Farm Subdivision, Phases I and II, as stated herein.

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following amended easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I
## DEFINITIONS

**Section 1:** "Developer" shall mean and refer to PREMIER DEVELOPMENTS LLC, a Tennessee limited liability company, and any successors in interest or assigns.

**Section 2:** "Association" shall mean and refer to THE FARM SUBDIVISION OWNER'S ASSOCIATION, INC., a Tennessee non-profit corporation, its successors and assigns.

**Section 3:** "Owner" and/or "Member" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or land which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding builders who own lots for the sole purpose of constructing and selling a single family residence as permitted herein.

**Section 4:** "Properties" shall mean and refer to both the Lots embraced by the Subdivision and the Defendant's Remaining Property, as further described and identified above.

**Section 5:** "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described as follows: Common Parking Area shall be all areas not designated as Lot area.

**Section 6:** "Lot" shall mean and refer to any portion of land shown and identified by particular Lot number upon the either (1) the Subdivision Phase I plat recorded in Plat Book P54, Pages 298 (Instrument No. 13023373) in the Register's Office for Sullivan County, Tennessee, or (2) the Subdivision Phase II plat recorded in Plat Book P54, Pages 459 (Instrument No. 14012466).

**Section 7:** "Turnover" as provided herein shall mean the act by which the Developer expressly yields to the Association the rights and powers of the Association or the Developer as set out herein and in the duly enacted by-laws of the Association and the date after which the Developer shall no longer exercise the rights and powers of the Association or appoint all of the Board of Directors of the Association, the Lot Owners, as Members of the Association, to assume control of the Association.

**Section 8:** "Developer's Tract" shall refer to that certain tract of land as more particularly described in Exhibit A attached hereto and incorporated herein, being the remaining property conveyed to the Developer in Book 3037, Page 662, less and except the Subdivision, as more particularly described on Exhibit "B" attached hereto and incorporated herein.

## ARTICLE II
## PROPERTY RIGHTS

**Section 1: Owner's Easements of Enjoyment:** Every owner shall have a right and easement of enjoyment in and to the Subdivision which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Developer or Association to charge reasonable assessment and other fees for the purpose of promoting the overall quality of life in the Subdivision known as The

Farm Subdivision and to maintain compliance with the restrictive covenants for said Subdivision;

(b) The right of the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

**Section 2: Delegation of Use:** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common Area and facilities to be the members of his family, his tenants, or contract purchasers who reside on the property.

**Section 3: Reservations, Easements; Drainage; Right of Way:** Developer hereby reserves and expressly retains the same use of public utilities, drainage and stormwater facilities and easements, drainage basins, and other such elements of the Subdivision as approved by the applicable governmental entity for the Remaining Tract. Developer hereby reserves and expressly retains a right of way through the Subdivision streets to access the Remaining Tract for any and all development, including necessary access and space for construction, and the Association contemplated herein shall not be liable or responsible for maintenance of any such development. This Reservations and Easements section expressly includes:

(a) Easement for the installation and maintenance of all necessary or proper public utilities and drainage facilities are hereby reserved.

(b) Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.

(c) Easement for access to and from the Remaining Tract through the Subdivision as shown on Exhibit C, attached hereto and incorporated herein.

**Section 4: Annexation:** Developer shall have the unilateral right, privilege, and option, from time to time, at any time before Turnover, to subject to the provisions of this Declaration and the jurisdiction of the Homeowner's Association any real property, whether in fee simple or leasehold, by filing in the Public Records of Carter County, Tennessee, a Subsequent Amendment executed only by the Developer, annexing additional property as part of the Property, together with a plat of such additional property, and subjecting such additional property to the terms and provisions of this Declaration, thereby including such additional property within the Property, except as otherwise provided in the Subsequent Amendment. Such Subsequent Amendment to this Declaration shall not require notice to or the vote or approval of any Lot Owners or the members of the Homeowner's Association or any Institutional Mortgagees or other mortgagees or any other Person whatsoever. Any such annexation shall be effective upon the recording of such Subsequent Amendment in the Public Records of Sullivan County, Tennessee, unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other person the right, privilege, and option which is herein reserved to Developer to annex additional property.

## ARTICLE III
## MEMBERSHIP AND VOTING RIGHT

**Section 1: Membership:** Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from

ownership of any Lot which is subject to assessment. Builders who purchase and own a Lot for the sole purpose of constructing and/or selling a single-family residence thereon shall be excluded from said Membership.

**Section 2: Voting Membership:** Developer shall retain exclusive voting rights for and on behalf of the Association until such time as the Developer provides written notice of Turnover as defined herein. As of the effective date of the Turnover, the voting members of the Association shall be all Owners, and each Lot Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Section 3: Board of Directors of the Association:** The Association shall elect a Board of Directors in accordance with the duly enacted By-laws of the Association, as amended from time to time. Any power herein reserved, retained, or provided to said Board of Directors shall be deemed to be a power reserved, retained, or provided to the Developer until such time as the Developer provides written notice of Turnover as defined herein.

**Section 4: Builders Excluded:** Notwithstanding anything to the contrary herein, a builder or building contractor, with the exception of Developer, who, in the normal course of his or its business, purchases and thereby becomes the record Owner of an unimproved Lot for the purpose of constructing thereon a residential dwelling for resale to and occupancy by a third party, shall not thereby become a Member of the Association. An unimproved Lot owned by any such builder or building contractor, with the exception of Developer, shall, however, be subject to the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the rules and regulations of the Association. The Developer shall be entitled to vote the number of votes such Owner of a Lot would be entitled to vote, if such Owner was a Member and not a builder or building contractor. Provided however, that if a builder or building contractor, occupies a Lot upon which he has constructed, he shall thereafter be considered to be a Member solely as to that Lot, with all of the rights and obligations that pertain thereto in accordance with this Declaration.

## ARTICLE IV
## COVENANT FOR MAINTENANCE ASSESSMENTS

**Section 1: Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fee, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fee due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

**Section 2: Purposes of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subdivision. The Assessments shall be kept in an account maintained by the Association and used to

cover expenses including, but not limited to, water fees for sprinkler systems at entrance of property, street lights, mowing and maintenance of the green space, rights-of-way and vacant lots, maintenance of public roads, the Subdivision's sediment basin, landscaping, and other expenses related to the enjoyment

**Section 3: Maximum Annual Assessment:** The maximum monthly assessment shall be Seventy-Five and no/100 Dollars ($75.00) per Lot; however, the assessment may be any amount less than the maximum as voted upon a majority of the Board of Directors of the Association, subject to the following:

(d) The maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(e) The maximum annual assessment may be increased more than 5% by a vote of fifty one percent (51%) of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

(f) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

**Section 4: Notice and Quorum for Any Action Authorized Under Section 3:** Notice and quorum for any such action authorized under Article IV, Section 3 shall be governed by the Bylaws of the Association.

**Section 5: Uniform Rate of Assessments:** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or annual basis, as determined by the Board of Directors.

**Section 6: Annual Assessments:** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following their conveyance from the Developer, or any other Lot Owner, to a new Lot Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an office of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 7: Effect of Nonpayment of Assessments:** Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall be an interest from the due date at the rate of 5% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 8: Subordination of the Lien to Mortgagee:** The lien of the assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any

proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V
## ARCHITECTURAL CONTROL

**Section 1: Architectural and Design Control:** For the purpose of ensuring that the Subdivision remains a quality neighborhood, the Developer reserves the right to approve the residences, structures, and all other improvements placed on each Lot. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer. All submissions to the Developer shall include a complete set of architectural plans and a complete site plan showing building setbacks, retaining walls, driveway locations, and exterior color scheme. In the event Developer fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**Section 2: Building & Construction Materials:** All structures constructed on Lots in the Subdivision must be constructed from the following building materials, as applicable:

(a) PHASE I. For the front façade, materials shall consist of a combination of brick, laid natural stone, nichia siding, hardy plank board, or fabricated stone, cedar vinyl shake siding, or synthetic stucco. Sides of the residences shall consist of brick, with any of the other materials listed above being permitted. The rear may consist of any combination of the materials listed above. All houses shall have brick or stone from the foundation up to the window ledge, with other materials being permitted after. The front portion of the roof shall consist of architectural style shingles, with standing seam metal roofs permitted only for accent purposes.

(b) PHASE II. All structures must have brick or laid natural stone/synthetic stone on the foundation on all sides. The front façade may be a combination of any two or more of brick, stone, concrete board siding, nichia siding, cedar shake siding, vinyl siding, vinyl cedar shake siding, or synthetic stucco. The sides shall be of brick, stone, concrete board siding, nichia siding, cedar shake siding, vinyl nichia siding, vinyl cedar shake siding, synthetic stucco or vinyl siding may be permitted. The rear shall be of brick, stone, concrete board, nichia siding, cedar shake siding, vinyl nichia siding, vinyl cedar shake siding, synthetic stucco, or vinyl siding may be permitted. The front portion of the roof shall consist of architectural style shingles, with standing seam metal roofs for accent purposes only. Vinyl may be permitted for soffit use. **Note: High quality vinyl shake or any architectural vinyl siding may be permitted, but must be approved by the Developer.**

Developer retains the right to approve all materials used in construction of any structure on a Lot in the Subdivision prior to the commencement of any construction activities and the sole discretion to approve or reject certain construction material requirements based upon any factor in the Developer's sole discretion. Exteriors of any structure on any Lot in the Subdivision, including but

not limited to residences, garages, or retaining walls, shall not be constructed of concrete blocks, aluminum siding, or cinder blocks. The Developer may be contacted with any questions pertaining to materials, construction, or any other matters pertaining to the construction of residences.

**Section 3: Structure Size & Shape:** All one-story residences in the Subdivision shall consist of no less than 1,800 square feet of total floor area devoted to living purposes, exclusive of open porches and garages. All two-story residences or one and one-half story residences shall have no less than 2,100 square feet of total floor area devoted to living purposes, exclusive of open porches and garages. Finished basements do not count toward the minimum square footage requirements. All plans and building materials must be pre-approved by the developer before construction begins.

**Section 4: Construction:** Construction materials and equipment must be placed upon the Lot on which the residence is being constructed and no material may be placed upon the street without the express consent of the Developer. During construction of residences, all contractors must park on the right side of the road to maintain accessibility to and from the Subdivision. Contractors shall not block the driveways and mailboxes of residents currently residing in the Subdivision. No residences may be in any matter occupied until complete and in compliance with the approved plans, all of the covenants, conditions, reservations, requirements, and restrictions herein set forth, and a certificate of occupancy from Sullivan County, Tennessee. During the course of construction, each jobsite shall be kept neat and orderly and excess material, trash, and debris shall not be allowed to accumulate on such jobsite. Preventative measures must be taken to ensure that jobsite debris remains on site and doesn't travel to adjoining lots and yards. Any debris or trash must be removed from adjoining lots/yards and brought back on site and disposed of.

**Section 5: Other Lot Improvements:** To ensure that the Subdivision remains a quality neighborhood, no lot improvements, pools, outdoor recreation areas or improvements, out buildings, or any other improvements to the Lot or Residences of the Subdivision shall be commenced, erected, or constructed without the express written approval of the Developer. To be considered for approval, the lot owner or builder must provide the developer with a complete set of architectural plans, a site plan depicting the house setbacks, retaining walls, driveway location, exterior color scheme and building materials to be used.

## ARTICLE VI
## EXTERIOR MAINTENACE

**Section 1: Maintenance:** Maintenance of the Lots and their improvements shall be the responsibility of the Lot Owners. No Lot owner shall have the right to change or alter the exterior design or color of their Lot or residence from the original exterior design and color unless a majority of the Voting Membership of the Association approves such change.

**Section 2: Vegetation, Landscaping:** Grass, and shrubbery on each Lot, shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines and all other vegetation which die shall be promptly removed. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon the premises, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, or perform such Lot owner's obligations under this Article VI, then the Association may enter upon such lands and remove the same or perform the obligations at the expense of the Lot Owner and such entry shall not be deemed a

trespass and in the event of such a removal or performance a lien shall arise and be created in favor of the Association and against such Lot to secure the repayment of the cost of such removal or performance.

## ARTICLE VII
## RESTRICTIVE COVENANTS

**Section 1: Land Use and Building Type:** Initial use restrictions applicable to all Lots are described below. After the occurrence of Turnover, as defined herein, in accordance with the Board's duty to exercise sound business judgment and reasonableness on behalf of the Association and its members, the Board may adopt further rules regarding use of the Lots. The Board shall send notice by mail to all Lot Owners concerning any such proposed action at least ten (10) business days prior to the Board meeting at which such action is to be considered. Association members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. At least thirty (30) days prior to the effective date of any action taken under this section, the Board shall send a copy of the rule(s) adopted to each Lot Owner. The Association shall provide, without cost, a copy of the use restrictions then in effect ("Use Restrictions and Rules") to any Lot Owner, Association member or any person holding a deed of trust, mortgage or other security instrument in any Lot, that requests such copy.

All owners and occupants of Lots are hereby given notice that use of their Lot is limited by the rules set forth herein and as they may be further limited hereunder by any amended by the Developer. Each Lot Owner, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his, her or its Lot can be affected by this provision and that his, her or its use may be further limited from time to time. No rule or action by the Association or Board shall unreasonably impede the Developer's right to develop in accordance with its master plan and recorded survey plans for the Property or otherwise, or to develop the remaining future development tracts as shown on the recorded plat of record for The Farm Subdivision.

(a) Residential. No Lot shall be used except for single-family residential purposes and purposes consistent with a planned single-family residential subdivision. No residence shall be used for rental purposes or occupied by anyone other than the owner of the Lot without the express written permission of the Developer. No Lot shall be used as a street or other public access way without the express written consent of the Developer.

(b) One Dwelling. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one (1) single-family dwelling.

(c) Other Buildings. No trailers, tents, shacks, barns, temporary buildings, outbuildings, or guest houses shall be erected or kept on any of the lots without the express written consent of the Developer. Garages may be attached or detached from the residence and must follow the design and use the same materials as the residence, and shall be used primarily for the storage of automobiles. Exteriors of any such structure shall not be constructed of concrete blocks, aluminum siding, or cinder blocks. No mobile homes, mobile home kindred, manufactured homes, pre-fabricated homes or modular homes shall be erected or maintained within the Subdivision.

(d) Driveways & Utilities. Driveways shall be constructed of concrete; gravel driveways are not permitted. All electrical service drops to any structure are to be underground.

(e) Setbacks and Lot Lines. Setback lines shall be used as required by local applicable governmental regulation, but in any event, the front and rear setbacks shall be at least fifteen feet (15') from the property lines on the front and rear of the Lot and seven and one-half feet (7.5') from the property line on the sides of any Lot adjoining another Lot.

(f) Fences. Fences shall not be constructed of chain fabric or wire in any configuration, nor may fence posts or rails be of a non-decorative material. Split rail fences ARE not permitted. Permitted fences shall include decorative metal or aluminum fences and synthetic or solid wood fences as approved by the Developer. All fences must be installed with the finished side facing outward toward the adjoining lots and roads. All fences must be pre-approved by the Developer.

(g) Mailboxes. Mailboxes shall be of uniform design with the other adjoining structures on the Lots of the Subdivision, as approved by the Developer.

(h) Electrical. All electrical service drops to any structure on any Lot in the Subdivision are to be placed underground.

**Section 2: Re-subdivision or Combination:** No Lot shall again be subdivided, re-subdivided, altered, or changed, so as to provide less area in any Lot than the area established by the aforementioned Plat, without the express written consent of the Developer.

**Section 3: Nuisances:** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No thing, material or activity that will emit foul or obnoxious odors shall be allowed or kept on any Lot. Prohibited nuisances shall include, but not be limited to, keeping of any motor vehicle including cars, trucks, motorcycles, ATV's, designed or intended for actual use for the off-road purpose of track racing dirt bike racing, motor-cross racing, or the like. This prohibition is not intended to prohibit factory standard on and off-road recreational vehicles. Furthermore, no boat, motorhome, or camper shall be parked in the public street, driveway, or kept upon any Lot in the Subdivision.

**Section 4: Animals:** No animals, livestock or poultry of any kind, including cattle, swine, goats, poultry, fowl or any other livestock, shall be raised, bred or kept in or around a Lot, except that dogs, cats and other small animals may be kept in accordance with rules established by Board of Directors, provided that they are not kept, bred or maintained for any commercial or business purpose. This restriction may be removed or amended, or exceptions granted, by the Board of Directors. Pets shall not be allowed to roam free but shall be contained either inside the residence or contained within a fence approved by the developer or within an invisible fence. No chain link or chain mesh kennels shall be permitted. Pets must be leashed when walking throughout the neighborhood and all messes left behind by animals in public areas shall be disposed of by the pet's owner. Pet owners should ensure their dog's barking is not excessive to the point of disturbing other homeowners.

**Section 5: Garbage and Refuse Disposal:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, ashes, or other waste and refuse shall be deposited in the dumpster located upon the common area. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be concealed underground or screened by a fence, hedge, or wall from the view of neighbors or the public.

**Section 6: Other Prohibited or Restricted Activities:**

(a) Unlicensed Vehicles. No currently unlicensed motor vehicle may be kept on any Lot. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner, or by any person occupying a dwelling, or by any person on the premises as guest or invitee, to remain parked on the transportation easement for more than 24 continuous hours.

(i) No Auto Service. Automobiles may not be assembled or disassembled in view on any Lot.

(j) No Clothes Lines. No "clothes lines" or other devices for drying clothes in the open air shall be allowed on any Lot. No clothes shall be air dried on any Lot.

(g) No Signs. No sign of any kind shall be displayed to the public view on any Lots except one professional sign of not more than five square feet advertising the property for sale or rent.

(h) Satellite dishes. No satellite receiving dishes greater than thirty inches (30") in diameter shall be placed on a Lot. Dishes 30" in diameter or less may be placed on a Lot adjacent to an inside corner or at another similar less obtrusive location.

(i) Registration of Vehicles. All owners and residents must be registered with the association, providing name, vehicle(s) license number(s) and telephone number(s).

(j) Water Supply. Individual water systems, including wells, are not permitted.

(k) Septic Tank. All Lot Owners are responsible for the installation and maintenance of the septic system required for each structure constructed on a Lot.

## ARTICLE VIII
## GENERAL PROVISIONS

**Section 1: Enforcement:** The Developer or the Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, easements, covenants, conditions, assessments and liens now or hereafter imposed by the provisions of this Declaration, including the right to levy fines of up to $50.00 per occurrence (each day's violation being considered a separate occurrence) for each violation. Failure by the Association or by any Lot Owner to enforce any restriction, easement, covenant, condition, assessment and lien herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2: Remedies:** A violation or breach of any of the Covenants, Reservations and Restrictions contained herein by any Owner shall result in a verbal warning by the Developer in the Developer's sole discretion. Failure on the part of the Owner receiving such warning to cure the violation will result in a formal letter from the Developer regarding cure of said violation(s). Failure on the part of the Owner to cure said violation(s) within thirty days (30) shall result in a charge against the Owner for the cost involved to remedy the violation(s). In no way shall this be considered a trespass on the property of the Owner by the Developer, the Board of Directors, or their respective representatives. In the event the Owner fails to reimburse the Developer within

fifteen (15) days from the date of the repair or remedy of the violation(s), the Developer reserves the right to proceed to a court of law to seek reimbursement for legal fees, removal/repairs, or whatever the necessary repair may have been and file a lien against the homeowner in favor of the developer, including the costs and any reasonable attorneys' fees incurred in prosecuting such action.

**Section 2: Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in wise effect any other provisions which shall remain in full force and effect.

**Section 3: Covenants to Run with the Land; Amendment:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Developer until such time as the Developer provides written notice of transfer of authority and voting rights to the Association. Thereafter, this Declaration may be amended upon the affirmative vote of not less than fifty-one percent of the Owners of the Association. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set their hands and seals this the 26th day of March, 2020.

PREMIER DEVELOPMENTS LLC

By: Donna Hughes
Name: Donna Hughes
Its: Chief Manager

STATE OF TENNESSEE )
COUNTY OF WASHINGTON )

Before me, a Notary Public of the state and county aforesaid, personally appeared **Donna Hughes**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Chief Manager of **Premier Developments LLC**, a Tennessee limited liability company, the within named bargainor, and that she, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by herself as its authorized officer, agent, or member

Witness my hand and seal, at office this 26th day of March, 2020.

[SEAL]

Notary Public

My Commission Expires: 12/01/2021

## EXHIBIT A

Situate, lying and being in the 20th Civil District of Sullivan County, Tennessee, and more particularly described as follows, to-wit:

**The Farm Subdivision, Phase I**

BEING all the Lots in The Farm Subdivision, Phase I, according to Plat of record in Plat Book P54, Pages 298, Instrument #13023373, in the Register's Office for Sullivan County, Tennessee, to which reference is made for a more complete description thereof.

**The Farm Subdivision, Phase II**

BEING all the Lots in The Farm Subdivision, Phase 2, according to Plat of record in Plat Book P54, Page 459, Instrument #14012466, in the Register's Office for Sullivan County, Tennessee, to which reference is made for a more complete description thereof.

## EXHIBIT B

Situate, lying and being in the 20th Civil District of Sullivan County, Tennessee, and more particularly described as follows, to-wit:

BEGINNING at an iron pin in the northwesterly right of way line of Rangewood Road, corner to Lavon Carrier (Book 328A, page 136); thence leaving Rangewood and with Carrier's line, the following three courses: 1) N. 50° 33' 53" W., 139.00 feet to a metal TPost; 2) S. 70° 33' 22" W., 98.51 feet to a planted stone; and 3) N. 82° 30' 08" W., 729.07 feet to an iron pin, corner for James Abernethy (Deed Book 208-C, page 506); thence with Abernethy's line, N. 82° 50' 23" W., 372.65 feet to an iron pin in the easterly right of way line of Range Road; thence crossing Range Road, N. 82° 49' 39" W., 23.48 feet to an iron pin in the westerly right of way line of Range Road; thence continuing with Abernethy's line, N. 85° 18' 55" W., 105.30 feet to an iron pin; thence continuing with Abernethy's line (including Book 474-C, page 539), the following two courses: 1) N. 45° 57' 48" W., 367.29 feet to a corner post; and 2) S. 44° 03' 31" W., 266.67 feet to a corner post; thence continuing with Abernethy's line in part and the line of James Sell (Book 2053-C, page 44) in part, N. 47° 05' 20" W., 410.45 feet to a twenty inch Cedar; thence continuing with Sell's line, the following three courses: 1) N. 48° 36' 0211 E., 534.22 feet to a planted stone; 2) N. 36° 37' 13 11 W., 941.16 feet to an iron pin; and 3) N. 37° 51' 0911 W., 356.22 feet to a corner post, corner to Edra Alison (Book 109A, page 300); thence along the line of Alison and also the line of Harold Alison (Book 1953-C, page 383), S. 85° 03' 36" E., 1,083.74 feet to a planted stone; thence continuing with Harold Alison's line, the following two courses: 1) N. 29° 17' 58" E., 1,000.38 feet to a planted stone; and 2) S. 56° 49' 39" E., 730.68 feet to a corner post, corner to Dean Torbett (Book 1581-C, page 385); thence with Torbett's line, the following five courses: 1) S. 27° 56' 3411 W., 376.84 feet to a planted stone; 2) S. 47° 12' 5411 E., 392.20 feet to a planted stone; 3) S. 83° 08' 0411 E., 208.51 feet to a planted stone; 4) N. 05° 36' 5511 E., 494.74 feet to a planted stone and 5) S. 83° 14' 3111 E., 307.04 feet to an iron pin found, corner to Dean Torbett (Book 1581-C, page 367); thence with Dean Torbett's line and also the line of Wayne Torbett (Book 1260-C, page 371) and also the line of John Torbett (Book 2170-C, page 70), S. 83° 47' 5211 E., 918.33 feet to an iron pin, corner to Wayne Torbett (Book 1260-C, page 355); thence with Wayne Torbett's line, the following two courses: 1) S. 40° 30' 00" W., 294.00 feet to a fifty inch White Oak; and 2) S. 32° 17' 0011 W., 499.99 feet to an iron pin in the northerly right of way line of Whitaker Road; thence with the northwesterly right of way line of Whitaker Road, a curve to the left with a radius of 69.09 feet, an arc distance of39.80 feet to a point; thence continuing with the northwesterly right of way line of Whitaker Road, S. 45° 32' 57" W., 305.21 feet to an iron pin; thence with the southwesterly terminus of Whitaker Road, S. 52° 54' 0311 E., 12.29 feet to an iron pin, corner to Nellie McKee (Book 1003-C, page 79); thence with McKee's line the following two courses: 1) S. 45° 22' 4611 W., 396.39 feet to an iron pin and 2) S. 49° 27' 2811 E., 442.29 feet to a planted stone, corner to Terry Whitaker (Book 1432-C, page 615); thence with Terry Whitaker's line and also the line of Christopher Whitaker (2458-C, page 347), S. 49° 27' 2811 E., 411.71 feet to an iron pin, corner to Ann Mettetal (Book 801-C, page 596); thence

with Mettetal's line, S. 39° 06' 1111 W., 447.18 feet to a corner post in the northerly right of way line of Rangewood Road; thence with the northerly right of way line of Rangewood Road, the following nine bearings and distances or curves: 1) N. 66° 55' 2411 W., 50.34 feet to a point; 2) a curve to the left with a radius of 420.00 feet, an arc distance of 50.94 feet to a point; 3) N. 73° 52' 2211 W., 101.82 feet to a point; 4) a curve to the left with a radius of520.00 feet, an arc distance ofl86.02 feet to a point; 5) S. 85° 37' 4911 W., 31.98 feet to a point; 6) a curve to the left with a radius of 320.00 feet, an arc distance of 51.68 feet to a point; 7) S. 76° 22' 3611 W., 55.83 feet to a point; 8) a curve to the left with a radius ofl 70.00 feet, an arc distance of 72.27 feet to a point and 9) S. 52° 01' 12 11 W., 26.90 feet to the point of BEGINNING, and containing 126.45 acres, more or less, as shown by map entitled "Boundary Survey of Carrier Property" dated May 15, 2012, prepared Charles T. Johnson, Jr., Tennessee Registered land Surveyor No. 2405, c/o TN. Professional Surveying, Inc., 1169 Highway 107, Jonesborough, TN 37659.

**LESS AND EXCEPT THE FOLLOWING TWO TRACTS:**

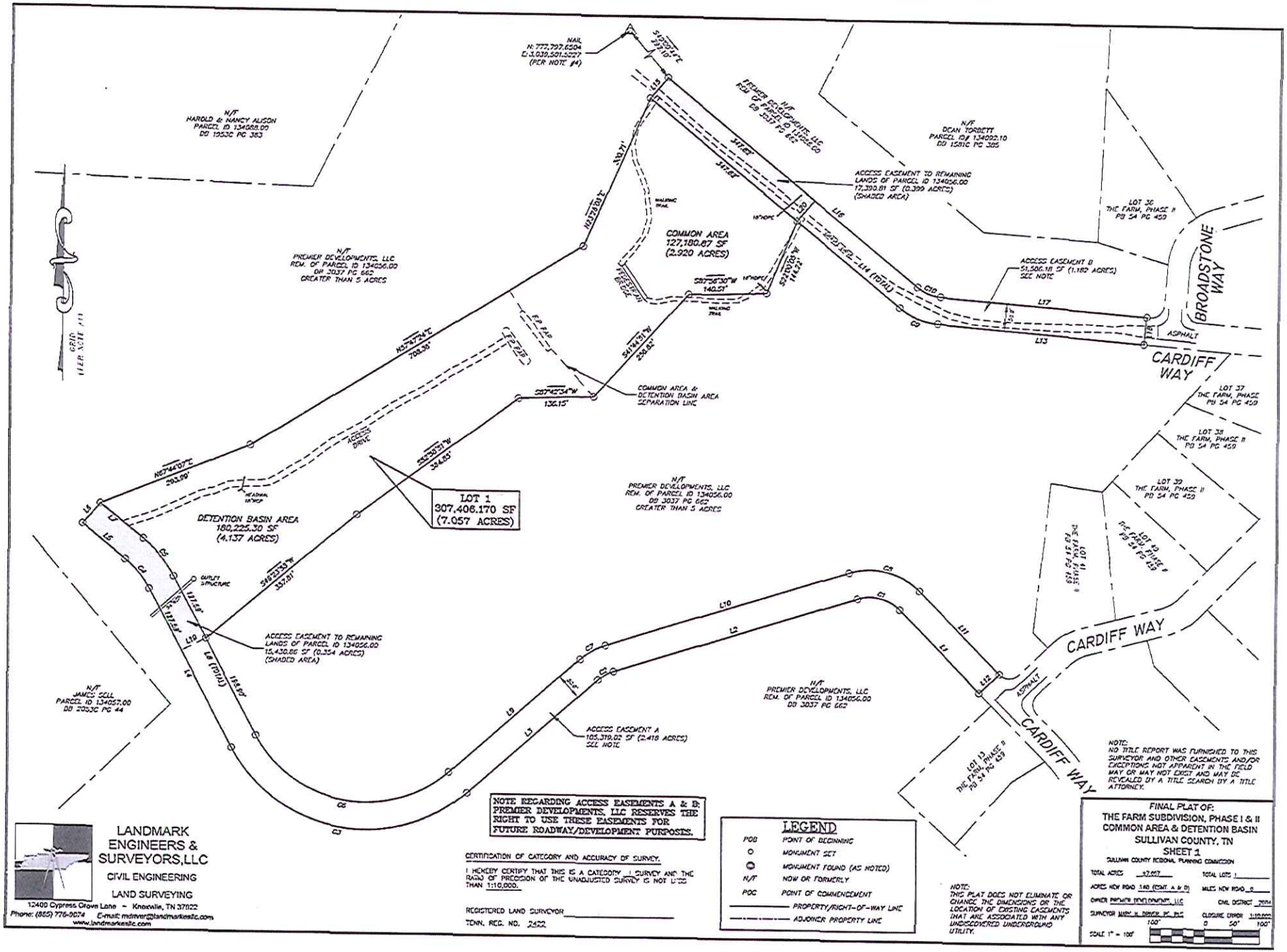
**TRACT ONE - THE FARM SUBDIVISION, PHASE I:** BEING all the Lots in The Farm Subdivision, Phase I, according to Plat of record in Plat Book P54, Pages 298, Instrument #13023373, in the Register's Office for Sullivan County, Tennessee, to which reference is made for a more complete description thereof.

**TRACT TWO - THE FARM SUBDIVISION, PHASE II:** BEING all the Lots in The Farm Subdivision, Phase 2, according to Plat of record in Plat Book P54, Page 459, Instrument #14012466, in the Register's Office for Sullivan County, Tennessee, to which reference is made for a more complete description thereof.

AND BEING the remainder of the same property conveyed to Premier Developments, LLC, a Tennessee limited liability company by Warranty Deed of record in Book 3037, Page 662 in the Register's Office for Sullivan County, Tennessee, to which reference is here made.

Tax Assessor's Property ID No.: Map 134, Parcel 56.00

# EXHIBIT C


N/F
HAROLD & NANCY ALISON
PARCEL ID 134018.00
DB 1953C PG 383
N/F
PREMIER DEVELOPMENTS, LLC
REM. OF PARCEL ID 134056.00
DB 3037 PG 662
GREATER THAN 5 ACRES
N/F
PREMIER DEVELOPMENTS, LLC
PID 134056.00
DB 3037 PG 662
N/F
DEAN TORBETT
PARCEL ID# 134022.10
DB 1581C PG 385
NAIL
N: 777,797.6504
E: 3,039,501.3227
(PER NOTE #4)
ACCESS EASEMENT TO REMAINING
LANDS OF PARCEL ID 134056.00
17,390.81 SF (0.399 ACRES)
(SHADED AREA)
COMMON AREA
127,180.67 SF
(2.920 ACRES)
ACCESS EASEMENT B
51,506.18 SF (1.182 ACRES)
SEE NOTE
LOT 36
THE FARM, PHASE II
PB 54 PG 459
BROADSTONE
WAY
CARDIFF
WAY
ASPHALT
LOT 37
THE FARM, PHASE
PB 54 PG 459
LOT 38
THE FARM, PHASE II
PB 54 PG 459
LOT 39
THE FARM, PHASE II
PB 54 PG 459
LOT 42
THE FARM, PHASE II
PB 54 PG 459
LOT 41
THE FARM, PHASE II
PB 54 PG 459
LOT 43
THE FARM, PHASE II
PB 54 PG 459
COMMON AREA &
DETENTION BASIN AREA
SEPARATION LINE
LOT 1
307,406.170 SF
(7.057 ACRES)
DETENTION BASIN AREA
180,225.30 SF
(4.137 ACRES)
ACCESS
DRIVE
OUTLET
STRUCTURE
ACCESS EASEMENT TO REMAINING
LANDS OF PARCEL ID 134056.00
15,430.86 SF (0.354 ACRES)
(SHADED AREA)
ACCESS EASEMENT A
105,319.02 SF (2.418 ACRES)
SEE NOTE
N/F
JAMES SELL
PARCEL ID 134057.00
DB 2053C PG 44
N/F
PREMIER DEVELOPMENTS, LLC
REM. OF PARCEL ID 134056.00
DB 3037 PG 662
LOT 44
THE FARM, PHASE II
PB 54 PG 459
N67°44'07"E
203.09'
N67°47'24"E
708.36'
S67°44'34"W
136.15'
S41°41'51"W
250.62'
S67°30'31"W
384.63'
S46°23'38"W
357.81'
N27°39'07"E
310.31'
S27°39'07"W
144.22'
S37°36'30"W
140.51'
N/F
PREMIER DEVELOPMENTS, LLC
REM. OF PARCEL ID 134056.00
DB 3037 PG 662
GREATER THAN 5 ACRES
NOTE REGARDING ACCESS EASEMENTS A & B:
PREMIER DEVELOPMENTS, LLC RESERVES THE
RIGHT TO USE THESE EASEMENTS FOR
FUTURE ROADWAY/DEVELOPMENT PURPOSES.
LEGEND
POB POINT OF BEGINNING
MONUMENT SET
MONUMENT FOUND (AS NOTED)
N/F NOW OR FORMERLY
POC POINT OF COMMENCEMENT
PROPERTY/RIGHT-OF-WAY LINE
ADJOINER PROPERTY LINE
NOTE:
THIS PLAT DOES NOT ELIMINATE OR
CHANGE THE DIMENSIONS OR THE
LOCATION OF EXISTING EASEMENTS
THAT ARE ASSOCIATED WITH ANY
UNDISCOVERED UNDERGROUND
UTILITY.
NOTE:
NO TITLE REPORT WAS FURNISHED TO THIS
SURVEYOR AND OTHER EASEMENTS AND/OR
EXCEPTIONS NOT APPARENT IN THE FIELD
MAY OR MAY NOT EXIST AND MAY BE
REVEALED BY A TITLE SEARCH BY A TITLE
ATTORNEY.
CERTIFICATION OF CATEGORY AND ACCURACY OF SURVEY.
I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE
RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS NOT LESS
THAN 1:10,000.
REGISTERED LAND SURVEYOR
TENN. REG. NO. 2422
LANDMARK
ENGINEERS &
SURVEYORS,LLC
CIVIL ENGINEERING
LAND SURVEYING
12400 Cypress Grove Lane - Knoxville, TN 37922
Phone: (865) 776-9074 E-mail: mdriver@landmarkesllc.com
www.landmarkesllc.com
FINAL PLAT OF:
THE FARM SUBDIVISION, PHASE I & II
COMMON AREA & DETENTION BASIN
SULLIVAN COUNTY, TN
SHEET 1
SULLIVAN COUNTY REGIONAL PLANNING COMMISSION
TOTAL ACRES 97.057
TOTAL LOTS 1
ACRES NEW ROAD 1.60 (CONT. A & B)
MILES NEW ROAD 0
OWNER PREMIER DEVELOPMENT, LLC
CIVIL DISTRICT 20TH
SURVEYOR MARC H. DRIVER, RLS
CLOSURE ERROR 1:10,000+
SCALE 1" = 100'
100' 0 50' 100'