

DECLARATION OF PROTECTIVE COVENANTS,  
ROADS AND COMMON LANDS

**WILDER MOUNTAIN - PHASE III**

KNOW ALL MEN BY THESE PRESENTS:

This Declaration (the "Declaration") made and published as of this 19<sup>th</sup> day of July, 2005, by **J.J. DETWEILER ENTERPRISES, INC., AN OHIO CORPORATION**, authorized to do business in Tennessee, (the "Developer"), with respect to that certain real property located in FENTRESS COUNTY, TENNESSEE, being known as **WILDER MOUNTAIN – PHASE III**, and being that property subject of a Deed of record in Record Book 72, Page 396, (Master Tract), of the Register's Records for Fentress County, Tennessee, and being known as the property, being the same property subject of a Final Plat known as **WILDER MOUNTAIN – PHASE III**, of record in Plat Book: P5, Page: 29, of the Fentress County Register of Deeds.

W I T N E S S E T H

WHEREAS, the Property is owned by the Developer; and

WHEREAS, the Property is being developed as a residential development to be known as **WILDER MOUNTAIN – PHASE III**; and

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

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

1. USE. The property shall be used for single family residential purposes subject to the following:

- (a) All residential structures shall contain no less than NINE HUNDRED (900) square feet of finished living space, exclusive of open porches, garages, porticos, carports and the like.
- (b) No parcel or tract shall be used in a way that noxious odors emit or unsightly unhealthy or unkempt conditions exist to the nuisance of other tract or parcel owners.
- (c) There shall be no commercial livestock operations of any kind, including, but not limited, to the raising for sale or slaughter of chickens, cattle, goats, swine or other type animal. It will be a permissible use to keep and stable horses for personal use by the owner and/or occupant of the property.
- (d) No activity that creates a nuisance to other land owners as the result of loud noises, music, speakers, amplification of noise, etc. A nuisance shall include any such activity that diminishes or destroys the reasonable and quiet enjoyment of the properties subject of these declarations.
- (e) No inoperative or unlicensed vehicles will be placed or stored on said property. No accumulation of discarded personal effects, debris, waste, garbage or any unsightly objects or matter will be permitted on property.
- (f) That said property must conform to local zoning regulations.

- (g) Buyer will keep the property in a clean, sanitary and sightly condition, and in compliance with all laws or regulations imposed by any governmental authority having jurisdiction over any property for the care, safety, health and upkeep of real estate.
- (h) That Buyer will not nor will Buyer permit the storage of refuse, trash or hazardous materials on said property nor may the property be used as a dump or landfill site.
- (i) Any residence erected on the property must have the exterior completed within six (6) months. The exterior must be constructed with new material. All exterior must be finished in earthtones only (i.e. browns, grays). No white or white variations will be permitted.
- (j) Before occupancy of any house or manufactured house, a sewage disposal system must be installed in conformity with the minimum standards required by the County Board of Health.
- (k) Single-wide mobile homes are strictly prohibited. At no time shall a single-wide mobile home be used on a temporary or permanent basis and shall not be placed on the property at any time.
- (l) Prefabricated and modular homes shall be permitted so long as the structure is new when placed on the premises. "New" shall be defined as first placement and occupancy as a residence with utility services after manufacture. Prefabricated and modular homes must have a permanent block foundation with brick facing, brick veneer facing, or stone facing. The structure must have a roof pitch of "5-12" or greater.

- (m) No tent, camper, school bus, recreational vehicle, travel trailer, van or similar vehicle may **not** be used as a temporary or permanent dwelling, shelter or living quarters.
- (n) Where protective covenants and County or Township zoning ordinances are in conflict, the stricter requirement will prevail.
- (o) There shall be no exterior signage permitted on the premises. The Developer reserves the right to make exceptions and approve signage on the basis of individual requests and individual circumstances.
- (p) Invalidation of any of these covenants by judgment of court order will in no way affect any of the other provisions, which will remain in full force and effect.

## 2. ROADS AND COMMON AREAS:

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

The Developer has designated parcels of property as common areas for the general use and benefit of the owners and guests of the other parcels and tracts of the development. The common areas are on survey plats which are recorded in the Register of Deeds Office and are

intended for hiking, trails, nature areas, and/or other recreational uses consistent with the nature of the property. The common areas will be maintained for the common benefit by the Developer.

(a) Maintenance and Cost:

The individual owner(s) of each numbered tract shall pay an annual fee to the Developer in the amount of TWO HUNDRED (\$200.00) DOLLARS due and payable on or before June 1, 2006, and each year thereafter on an annual basis. The annual fee applies to each individual numbered tract.

(b) Road Maintenance:

The Developer shall maintain roads within the development in the existing condition being a primary base of gravel in a level and usable condition. The fee as stated may be used in its entirety or any portion thereof for road maintenance for the common good of all landowners at the discretion of the Developer.

(c) Use of Funds:

The Developer has constructed roads in various portions of the master tract of property that include roads within the area known as **WILDER MOUNTAIN – PHASE III**, but which also include roads that continue through the tract for ingress and egress to other tracts and areas of development. Each Owner acknowledges and agrees that the maintenance cost described above may, at the discretion of the Developer, be used for maintenance of roads in the master tract whether within **WILDER MOUNTAIN – PHASE III** area or not.

(d) Dedication:

In the event the Developer dedicates the roads for public use to FENTRESS COUNTY, TENNESSEE, and such is accepted for

maintenance by the County Highway Department, then the fee to the Developer will be reduced to TWENTY FIVE (\$25.00) DOLLARS per year.

(e) Maintenance of Common Areas:

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

(f) Conveyance of Common Areas:

The Developer shall have the reserved right to eliminate the common areas and sell said properties subject to the general covenants, restrictions and provisions for roads set forth in this instrument. In such event, TWENTY FIVE (\$25.00) DOLLARS of the annual fee will be suspended and cease to be collected by the Developer and will no longer be an obligation of the individual landowners.

3. UTILITY EASEMENTS: The Developer reserves a permanent utility easement of ten (10) feet running parallel to the adjoining road right-of-way line of each lot or tract that is depicted on the master subdivision/development plat. The utility easement may be for use for water lines, natural gas lines, overhead or underground electric or related utilities. In addition

to the permanent easement an additional five (5) feet beyond the permanent easement is reserved as a temporary construction and maintenance easement for said utilities. The total width of permanent and temporary easements is fifteen (15) feet from the right-of-way line of the road that adjoins each lot or tract with said easements running parallel to that road right-of-way line.

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

WITNESS MY HAND THE DAY AND DATE FIRST ABOVE WRITTEN.

J.J. DETWEILER ENTERPRISES, INC.

BY:   
JOSEPH J. DETWEILER, PRESIDENT

STATE OF Ohio

COUNTY OF Stark

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named JOSEPH J. DETWEILER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be PRESIDENT of J.J. DETWEILER ENTERPRISES, INC., the within bargainor, and being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of JOSEPH J. DETWEILER, as PRESIDENT of J.J. DETWEILER ENTERPRISES, INC.

Witness my hand and official seal of office in

Uniontown, Ohio, on this the 19<sup>th</sup> day of  
July, 2005.

Tammy Hippert

NOTARY PUBLIC

Commission Expires:

January 3, 2010

BK/PG: 83/23-30

05002563

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|------------------------------------|-------|
| 8 PGS : AL - RESTRICTIVE COVENANTS |       |
| LFAYE BATCH: 5022                  |       |
| 07/22/2005 - 09:31 AM              |       |
| VALUE                              | 0.00  |
| MORTGAGE TAX                       | 0.00  |
| TRANSFER TAX                       | 0.00  |
| RECORDING FEE                      | 40.00 |
| DP FEE                             | 2.00  |
| REGISTER'S FEE                     | 0.00  |
| TOTAL AMOUNT                       | 42.00 |

STATE OF TENNESSEE, FENTRESS COUNTY

FAYE STEPHENS  
REGISTER OF DEEDS



TAMMY HIPPERT, Notary Public  
Residence - Portage County  
State Wide Jurisdiction, Ohio  
My Commission Expires January 3, 2010