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Trey Kerley, Register  
Cumberland County Tennessee  
Rec #: 220998      Instrument #: 26000709  
Rec'd: 20.00      Recorded  
State: 0.00      1/7/2026 at 11:10 AM  
Clerk: 0.00      in RB  
Other: 2.00      1739  
Total: 22.00      PGS 1577-1580

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

Ollen J. Davis and Sandra L. Davis, Trustees of the Ollen J. Davis and Sandra L. Davis Trust dated December 30, 2024, (hereinafter referred to as the "Owners"), are the Owners of real estate located in Book 1714, Page 1455, Register's Office, Cumberland County, Tennessee and known as Map 049-004.03 - Portion, Tax Assessor's Office, Cumberland County, Tennessee.

The Legal Description of the referenced realty of this real property is attached as "Exhibit A". The Survey/Map of the referenced realty (hereinafter called the "Survey/Map") of this real property is attached as "Exhibit B" and each component part thereof are incorporated herein by reference thereto.

For the benefit and protection of the Owners and the persons who shall become owners of property in the real property, the Owners, by these presents, and by the execution of this instrument, subjects the property in the real property, but only the property appearing on the Survey/Plat as the 10.45 Acre +/- Tract, of record as set forth above, to this Declaration of Covenants, Conditions, and Restrictions. 10.45 Acre +/- Tract located on the real property shall also be subject to all matters shown on the Survey/Plat of the real property, including, without limitation utility-drainage easements and setback requirements.

Now, therefore, in consideration of the Recitals, the Owners declare that the 10.45 Acre +/- Tract located on the real property attached on "Exhibit A" and "Exhibit B" shall be sold and shall hereafter be subject to this Declaration of Covenants, Conditions, and Restrictions herein set out.

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

These Covenants, Conditions, and Restrictions are meant to be a common-sense guideline of care and respect for the neighbors, the community and the abundance of nature that encompasses the real property. They are for the benefit and protection of all the owners of the real property. They also provide a means for the future preservation of land and home values, as well as the conservation of this property's natural beauty.

1. No commercial swine farm or commercial poultry farms.
2. No automotive salvage yards.
3. No homes smaller than one thousand five hundred (1,500) square feet
4. No mobile homes or modular homes older than ten (10) years.
5. All homes to be constructed with new materials
6. Any property owner may enforce the Covenants, Conditions, and Restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain

violation or to recover damages therefore, or both. The prevailing party will be awarded costs and fees.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners and each and every subsequent owner of any of any Lots located on the real property described on "Exhibit A" and shown on "Exhibit B", the Owners do hereby set up, establish, promulgate and declare the following above protective Covenants, Conditions, and Restrictions and restrictions to apply to the Property and to all the 10.45 Acre +/- Tract, and to all persons owning any of the said 10.45 Acre +/- Tract hereafter. These restrictive Covenants, Conditions, and Restrictions shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of fifteen (15) years after the recordation of this instrument, at which time said Covenants, Conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years each unless agreed upon by a vote of two-thirds (2/3) of owners of any of the original 10.45 Acre +/- Tract (then subject to this Declaration) within the real property with each such property within the 10.45 Acre Tract +/- to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive Covenants, Conditions, and Restrictions shall be altered, amended or revoked as determined and agreed upon by such majority.

Witness my hands this 7th day of January, 2026.

**Ollen J. Davis and Sandra L. Davis Trust**

Ollen J. Davis  
Ollen J. Davis, Trustee

Sandra L. Davis  
Sandra L. Davis, Trustee

STATE OF TENNESSEE  
COUNTY OF CUMBERLAND

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared **Ollen J. Davis and Sandra L. Davis**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be Trustees of the **Ollen J. Davis and Sandra L. Davis Trust dated December 30, 2024**, the within named bargainor, a trust, and that they as such Trustees, executed the foregoing instrument for the purpose therein contained, by signing the name of the trust by themselves as Trustees.

Witness my hand and official seal of office on this the 7th day of January, 2026.

M. Hargis  
Notary Public  
My Commission Expires: 2-3-27



Page 2 of 2

RB 1739 Page 1578