

**DECLARATION OF RESTRICTIVE COVENANTS FOR
RICHLAND HARBOR**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 11th day of November, 2020, by **RICHLAND HARBOR, LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the owner of the real property ("Property") conveyed to it by quit claim deed of record in Book 209, Page 2327 in the Register's Office for Humphreys County, Tennessee, more fully described on the Plat of record in Plat Book E, Page 82 in the Register's Office for Humphreys County, Tennessee ("Plat"), and by this reference incorporated herein, which has been or is intended to be developed into a residential subdivision (individual lots shown on the Plat are hereinafter sometimes referred to as "Lots"); and

Declarant deems it desirable to subject the property to restrictive covenants in order to maintain a quality ownership and use experience of the Property, and for the purpose of, among other things, maintaining and controlling the use and improvement of the Property; and

Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the Property and all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property. Any grantee of any interest in any Lot, by accepting ownership thereof, accepts the same subject to Restrictive Covenants and agrees on its own behalf, and on behalf of its heirs, successors and assigns, to be bound by each of the covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter

become owners of any of the Lots shown upon the Plat, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

Restriction.

No mobile homes, or manufactured homes built under federal mobile home regulations shall be allowed on any lot. Modular homes that are manufactured in climate controlled facilities, shipped to and assembled on site and placed on a permanent foundation and are not built on a permanent chassis shall be allowed as shall be stick-built homes. Recreational vehicles that are at all times fully mobile under their own power and travel-trailers which remain at all times immediately towable shall be allowed. Park-model homes built under recreational vehicle regulations shall be permitted.

This restrictive covenant shall become effective upon recordation of this instrument in the Register's Office for Humphreys County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation.

Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time. Additional property which is not presently a part of the Property may be added to and become subject to this Declaration at any time as desired by the Declarant. The decision to include additional property to be subject to this Declaration shall be at the sole discretion of Declarant. Declarant may subsequently acquire additional land adjacent or contiguous to the Property or in the vicinity of the Property and may incorporate some or all of such additional land into this Declaration, but Declarant is under no obligation to incorporate any such additional land into this Declaration.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

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