

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS  
FOR  
LONG BRANCH LAKES AT FALL CREEK FALLS**

**WHEREAS**, Longbranch Lakes Properties, LLC, a Georgia limited liability company, (“Long Branch” or “Declarant”) owns and holds real property at Plat Book \_\_\_\_\_, page \_\_\_\_\_, Register’s Office, Van Buren County, Tennessee, which plat is incorporated herein by reference (“Property”);

**WHEREAS**, Longbranch, in order to provide for the orderly development, improvement, and maintenance of the Property and to provide for the mutual benefit and protection of the property rights of Long Branch and of the persons who may hereafter reside in and on the Property, impose certain restrictions, provide for a property owners’ association, and reserve unto itself certain rights and privileges; and,

**WHEREAS**, Long Branch deems it to be suitable and appropriate to publish said standards and restriction, impose same upon the Property, and establish the same as running with title to the property.

**NOW THEREFORE**, for and in consideration of the premises, and mutual benefits accruing to Longbranch Lakes Properties, LLC, and to the subsequent purchasers of the Property, Longbranch Lakes Properties, LLC, does hereby declare said real Property to be subject to the following covenants (“Declaration” or “Restrictions”) said covenants to run with the title to said Property. Said covenants shall be binding on and inure to the benefit of Longbranch Lakes Properties, LLC, its successors and assigns, and shall be binding on and inure to the benefit of the grantees of any deed conveying a parcel or tract of the Property, as well as their heirs, successors and assigns. (The Property, as subdivided on the Plat, is denominated “Long Branch Lakes at Fall Creek Falls,” and known sometimes herein as the “subdivision.”) Said covenants shall be as follow:

**I. PERMITTED AND PROHIBITED USES**

1. All parcels within the development shall be owned and used exclusively for single family residential purposes. No more than one dwelling shall be constructed on any lot as platted. However, and notwithstanding the foregoing, the owner of a lot greater than five (5) acres, which owner has already substantially completed his or her residence on the subject lot may also construct a guest house structure subject in every way to these Restrictions except that said guest house shall have no fewer than 1,100 heated square feet. The right hereunder to build a guest house shall not give rise, by implication or otherwise, to any right to re-subdivide the subject lot.

2. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. The design of all such garages and accessory buildings shall be in keeping with the architectural theme of the house as determined by the Architectural and Landscape Control Committee (“Committee”).

3. No dwelling unit shall be constructed having a floor area exclusive of garage, covered walks and open porches of less than one thousand four hundred fifty (1450) heated square feet. No dwelling unit shall have a height of more than 40 feet above existing grade.

4. Recreational facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back a reasonable distance from property lines and screened for abutting or adjacent building sites and public roads. No outdoor or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.

5. All propane tanks and other such tanks shall be either screened from the road and adjoining lots or buried.

6. All trucks, trailers, boats, boat trailers, or habitable motor vehicles of any nature except pick-up trucks and vans kept on or stored on any part of the property for more than thirty days of any year shall be screened in such a way as not to be obviously visible from the road or adjoining property, except during the construction phase of any building.

7. No sign of any character shall permanently be displayed or placed upon any part of the property except a sign identifying the residence and owner, the dimensions and design of which shall be subject to the regulations of the Architectural and Landscape Control Committee. Mailboxes shall comply in dimension and design to the regulations of the Architectural and Landscape Control Committee.

8. Household pets, such as dogs and cats, may be kept or maintained in reasonable numbers solely as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Kennels, pens or other facilities wherein such pets are kept shall be set back from property lines and adequately screened so as not to be a nuisance to the residents of abutting or adjacent lots.

9. No animal or fowl husbandry, commercial or non-commercial, shall be conducted on the property.

10. No weeds, garbage or refuse piles, trash or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites.

11. When construction of any building is once begun, work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve months from the day construction has begun.

12. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents.

13. With the exception of rights reserved to Longbranch herein, no lot or tract in the subdivision shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lot and adjoining lots as long as no new lots are created. Further, and notwithstanding any term or provision herein to the contrary, this Paragraph 13 shall not apply, and is deemed null and void, in those singular situations where the sole purpose of re-subdivision is for the creation of a conservation easement on a lot for the owner who has chosen irrevocably to place a part or portion of his or her lot in such permanent easement.

14. Dedicated rights of way easements are expressly reserved for creation, construction and maintenance of roadways, utilities, storm water ways and sewers and any other uses deemed necessary or expedient for the public health or welfare. Maintenance or right-of-ways, roadways and storm drains will be the responsibility of Longbranch, its successors and assigns, until turned over to the Property Owners Association.

15. As soon as construction of any house or other improvement has been completed, the owner of the lot shall clear and remove all stumps, logs, limbs and other debris from the lot unless burial of such material on the lot is approved by the Architectural and Landscape Control Committee.

16. No mobile homes, double-wide, or temporary housing of any type shall be located on any parcel.

17. No exposed concrete block structures or metal buildings shall be constructed on any lot unless covered with brick, wood, stucco, or other materials and exterior colors must also be approved by the Architectural and Landscape Control Committee.

18. No lot shall be used for any commercial purpose, including, but not limited to public campsites.

19. No tents or campers may be erected or used for human habitation on any lot.

20. All automobiles, trucks, motorcycles and other vehicles shall be muffled in such a way that their operation within the subdivision does not constitute a nuisance.

21. No house or other building or structure shall be constructed within seventy (70) feet of the right-of-way of any public roadway, twenty-five (25) feet of any side property line, one hundred (100) feet from normal pool level of lakes. However, the Architectural and Landscape Control Committee shall be allowed to grant exceptions to this provision under hardship circumstances, which granting of an exception shall be within the sole discretion of said Committee, and any such exception so granted shall not bind the Committee in a similar or future request for exceptions. The granting of an exception shall not be treated or interpreted as an explicit or implied waiver of these Restrictions.

22. The lakes constitute common area and are constructed for recreational fishing, swimming, and canoeing. Only small fishing boats and canoes are allowed on the lake. The only boat motor allowed shall be an electric trolling motor. No housing for boats will be allowed on the water.

23. All docks must be constructed in accordance with the standards set by the Architectural and Landscape Control Committee. Docks may be floating or stationary, and cannot be larger than 260 square feet. The floats must be constructed of styrofoam; no barrels will be allowed. Stationary docks must be eighteen inches (18") above normal pool level and built with weather resistant treated wood or composite materials.

24. In all common areas, other than the lake, no structures shall be built other than picnic tables, foot bridges and foot bridges with handrails. Docks on the common area with lake frontage have been provided and will be maintained by the Property Owners Association. It is the intent of Longbranch to leave the common areas in as much of their natural state as possible.

25. Longbranch Lakes Properties, LLC, its successors and assigns, is providing underground electrical and telephone service to all lots. Each lot owner will be required to keep telephone and electrical service underground from the pedestal to the house entrance. Electrical service is provided by Sequatchie Valley Electric Cooperative, and telephone service is provided by Bledsoe Telephone Cooperative. No above ground wiring will be permitted.

26. No inoperable vehicles will be allowed to be parked on a lot for more than thirty (30) days. No vehicle will be allowed on any lot on jacks or blocks for more than three (3) days.

27. Horses and cows are permitted on lots greater than five (5) acres in size, but no more than one such animal per acre is permitted.

28. Pasture area must be approved by Architectural and Landscape Control Committee. All pastures, yards and clearings must be cleared of all stumps and debris. Trees must be left in pastures if approved. Small stocked ponds must be approved and properly built as to not alter flows, and no wetlands can be impounded.

29. No barns or out-buildings are permitted unless approved by the Architectural and Landscape Control Committee, which approval, if any, is in the sole discretion of said Committee.

30. All tools, tractors and equipment must be housed and such areas must be kept clean and neatly maintained.

31. All pasture fences must be approved, prior to construction, by the Committee, and kept mowed and clear of all growth, except for grass.

32. All manure and refuse of barns and areas where horses and cows are kept must be properly disposed of so as neither to be a nuisance to neighbors nor to pollute lakes, streams and storm drains.

33. Common areas located at Lake #1 and Lake #2 are for the use of all property owners of the subdivision. Rules and uses will be published separately and are incorporated herein by reference as amended.

34. All hiking trails, and specified natural common areas will be for the use of property owners of Longbranch Lakes only. Rules will be published separately and are incorporated herein by reference as amended.

35. Absolutely NO HUNTING will be allowed on the Property.

36. The equestrian area is located at the southeast corner of the Longbranch Lakes property. This area joins the Bledsoe State Forest (being approximately 7000 acres), which allows hunting & horse back riding. There will be

riding areas and barns for housing and keeping of horses, which will be governed by the Property Owners Association. Rules and accommodations will be published separately and are incorporated herein by reference as amended.

37. Off-road motorcycles and off-road motorized vehicles are prohibited in the subdivision. All forms of all terrain vehicles are prohibited in the subdivision with the exception of such vehicles, having four or more wheels, used exclusively for agricultural or yard maintenance purposes.

38. It is acknowledged that Longbranch Lakes Properties, LLC, owns additional investment tracts or parcels of real property that adjoin, or are adjacent to, the platted property (“Additional Investment Property”). All of such Additional Investment Property shall remain the privately owned and sole and exclusive property of Longbranch Lakes Properties, LLC, and neither this Declaration nor any supplemental declarations, nor the plats in connection with the same, shall in any way apply to such Additional Investment Property unless at a later time, the same shall be included under the provisions of the Declaration or a supplemental declaration as provided herein. Further, Declarant shall have the right, but not the obligation, to bring within the plan of this Declaration any real property now owned or obtained or developed in the future by Declarant. Declarant shall retain, reserve and have the sole option of declaring what property or properties, whether within the original tract of which the platted property is a part, or otherwise, are hereafter subjected to this Declaration, in the covenants or restrictions to which such property may be subject. No one other than the Declarant, its successors or assigns, shall have the right to subject any property to this Declaration or to cause any property to be entitled to the benefits arising hereunder. At its sole discretion, Declarant, its successors and assigns, may permit or allow all or any portion of the Additional Investment Property to use or have the full benefits of the Common Areas of the Property described herein, including, without limitation, use of the roads, lakes and streams.

39. Declarant reserves the sole and absolute right to amend, change or modify any part of this Declaration and each of the Restrictions and Covenants contained herein so long as it does not affect the voting rights granted to members of the Association.

40. Declarant reserves the following rights and uses as to all Lots owned by the Declarant, the Common Properties and Limited Common Properties:

- a. The right to complete improvements indicated on the Plat.
- b. The right to make parts of the Property subject to a condominium or other related to multifamily Living Units.
- c. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the contractor of any home to maintain during the period of construction and sale of said home upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction of sale of said home, including, but without limitation, a business office, storage area, construction yard signs, model units and sales office.
- d. The right to perform repairs and construction work, and to store materials in secure areas, in Lots and in Common Areas, and the further right to control all such work and repairs, and the right to access thereto, until its completion. All work may be performed by the Declarant without the consent or approval of the Association. The Declarant has such an easement through the Common Areas as may be reasonably necessary for the purpose of discharging the Declarant's obligations or exercising Declarant Rights. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for the Property.
- e. The right to post signs and displays in the Common Areas to promote sales of homes and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Owners.
- f. The right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. Declarant reserves the right to remove from the Property, any and all goods and improvements used in the Property, marketing and construction, whether or not they have become fixtures.

41. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant contemplated under this Declaration or the exercise of any rights of Declarant provided in this Declaration, Declarant shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against the Association,

an Owner or such other person and arising out of or in any way reacting to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld, and any exercise of any right of Declarant provided herein.

42. Declarant may convey to the Association additional real estate, improved or unimproved, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

43. No provision of this Declaration shall be construed to require the Declarant to add any real property to the scheme of this Declaration.

44. Declarant reserves and is hereby granted the right in case of any violation or breach of any or the restriction, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition, that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Declarant and Declarant shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Declarant to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver therefore or acquiescence in or consent to a continuing, further or succeeding breach or violation thereof, and Declarant shall at any and all times have the right to enforce the same.

45. Neither the Association, the Board or any Lot Owner may take any action or adopt any Rule which will interfere with or diminish any of Declarant's rights or reservations provided in this Declaration without the prior consent of the Declarant. All of the provisions of this Declaration are specifically and expressly subject to the rights of Declarant, and in the event there is any conflict with any part of this Article with any other provisions of this Declaration, the provisions of this Article shall prevail. This Declaration shall be liberally construed to protect the rights of Declarant set out herein.

46. With respect to any property owned by Declarant that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material which is not of record in the Register's Office of Van Buren County, Tennessee. Brochures, advertisements, unrecorded plats, course of trade, existing development, by way of example not by limitation, shall not be construed, as legal documents, writings or implications that purport to create any legal right. Developer has reserved all rights to

Developer's remaining property, without restrictions from existing and future property owners.

## **II. ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE**

1. All plans for any and all buildings and any additions to existing structures, the lot landscaping plan which will include any tree removal, all walls, fences, swimming pools, tennis courts and recreational facilities must be presented to and approved by the Architectural and Landscape Control Committee (known sometimes herein as the "Committee") in writing prior to the commencement of any construction. The approval by the Committee shall not be unreasonably withheld. It is the intent of Long Branch to leave lots as natural as possible, which means that tree removal should be minimal. No open, fully cleared lots will be allowed.

2. The Architectural and Landscape Control Committee shall consist of not less than three (3) nor more than five (5) members. Until such time as Long Branch deems it necessary and advisable, Long Branch shall have the right to appoint the members of the Committee and may appoint one or more of the partners or members of Long Branch as member(s) of the Committee. At any time, Long Branch shall have the right to transfer to the Property Owners Association the power and authority to appoint the members of the Committee, and to establish rules and regulations pertaining to the Committee's authority and function. In any event this transfer of authority shall occur no later than the date on which half of the parcels in the Property have been sold.

3. The Committee shall approve or disapprove plans submitted to it within thirty (30) days after an application has been made to the Committee, or if it fails to act within the said thirty (30) days, the applications shall be deemed to have been approved.

4. The Committee shall designate at least three (3) styles or types of mailboxes for use and installation by Owners in the Subdivision, and Owners must use one of such mailboxes so designated by the Committee.

## **III. LONG BRANCH LAKES AT FALL CREEK FALLS PROPERTY OWNERS ASSOCIATION**

1. As soon as Long Branch deems, in its sole discretion, that a sufficient number of parcels have been sold, or 51 percent of the parcels have been sold, whichever occurs first, Longbranch shall activate a Property Owners Association (known sometimes herein as the "Association") for the purpose of maintaining the standards and enforcing the restrictions contained in this Declaration of Protective and Restrictive Covenants, and for such additional purposes as its membership shall from time to time deem necessary or proper. Said Association shall be known as the Long Branch Lakes at Fall Creek Falls Property Owners Association, but may be

organized as a corporation or an unincorporated association. All owners of parcels within the Property shall, by acceptance of their deeds, be required to become members of the Association and shall be subject to its rules and regulations. Each platted parcel within the development shall have one (1) vote. Longbranch Lakes Properties, LLC, its successors and assigns, shall have one (1) vote for each lot which is not sold.

2. The Association shall have, in addition to those powers and authority contained elsewhere in the Declaration, and not by way of limitation or restriction, the following powers and authority:

(a) To enforce and provide for the enforcement of the covenants contained herein;

(b) To maintain and provide for any and all common areas within the development, to pay all county taxes on them, and to maintain property and liability insurance on them;

(c) To provide for the common protection and security of the development;

(d) To assess and collect from the members such sums as may be necessary or proper to maintain the entrance sign, pay county taxes, pay property and liability insurance, and do property maintenance in the common areas. However, in no event shall the Association have the right or authority to assess and collect from the members a sum greater than Seventy-Five Dollars (\$75.00) per month, per lot unless such additional charges are authorized by the vote of at least seventy-five (75%) percent of the owners of lots who are entitled to vote.

(e) Assessments and charges if not paid within thirty (30) days following notification shall constitute a lien on the subject parcel which lien shall also secure all costs including reasonable attorney fees incurred by the Association in connection with the collection of the assessment or enforcement of the lien.

(f) The Association shall have the power and authority to adopt rules and regulations by a seventy-five (75%) percent vote of its members which shall be binding and enforceable against all of the members.

(g) When Long Branch desires to activate the Association, it shall give all of the then owners of parcels in the subdivision written notice of that fact, shall give all owners a copy of the proposed by-laws of the association, and shall give all owners notice of the day of the first meeting of the Association. At the said first meeting, said by-laws will be approved and adopted by the members subject to any changes in said by-laws by the vote of seventy-five (75%) percent of the owners. The initial officers of the Association shall also be elected at the first meeting. Subsequent to the adoption of by laws and election of officers of the Association, Long Branch shall have no further responsibility or liability for the maintenance or payment of any signs, lake, boat docks, spillway, dam, roads, common areas, or county taxes or property taxes or property and liability insurance. Such responsibility shall be the sole responsibility of the Association.

3. The title to all common areas will be transferred to the Property Owners Association on the date chosen by Declarant, its successors and assigns, within its sole discretion, and the Association shall accept delivery and title of the same for the purposes herein stated.

#### **IV. EFFECTS OF COVENANTS AND RESTRICTIONS**

1. These Covenants and Restrictions shall run the property and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty (20) years from the date these covenants and restrictions are recorded, after which the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by instrument signed by seventy-five (75%) percent of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole or in part.

2. These covenants and restrictions may be changed, modified and amended by duly recorded instrument signed by the owner or owners of seventy-five (75%) percent of the parcels developed.

3. Each and every covenant and restriction contained herein shall be considered to be independent and separate covenant and agreement, and in the event that any one or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect. The failure of any party or person to enforce a covenant or restriction contained herein in any instance or against any person shall not constitute a waiver or abrogation of said covenant or restriction.

4. The covenants and restrictions contained herein are supplementary to and independent of any and all laws or rules of any governmental agency, and except insofar as these covenants and restrictions shall be rendered void or shall be in conflict with the laws for rules of any governmental agency, they shall not be deemed to have changed by virtue of any laws or rules hereinafter enacted or established by a governmental agency.

By its execution hereinbelow, Declarant dedicates the Property to the Restrictions and approves and accepts the same on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**LONGBRANCH LAKES PROPERTIES,  
LLC**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be \_\_\_\_\_ of **Longbranch Lakes Properties, LLC, an Georgia limited liability company**, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as

\_\_\_\_\_.

2006. **WITNESS** my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_