

**DECLARATION OF RESTRICTIVE COVENANTS  
APPLY TO CABIN LOTS 1 – 8, LAND LOTS 1 & 2  
FOR HORSE CREEK SUBDIVISION**

**THIS DECLARATION OF RESTRICTIVE COVENANTS, ("Declaration"),** is hereby made, published and declared this \_\_ day of May 2026, by **Horse Creek Aquatic LLC**, a Tennessee limited liability company, ("**Developer**").

**W I T N E S S E T H:**

**WHEREAS**, the Developer owns certain real property known as the Horse Creek Subdivision, ("**Subdivision**"), a plat of which is recorded in the Register's Office of Clay County, Tennessee, in Plat Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, (the "Property"); and

**WHEREAS**, it is for the interest, benefit and advantage of the Developer, and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any re-subdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot"), that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land;

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Developer, and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants 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 Developer.

1. **Land Use.** No Lot shall be used except for private, single family residential purposes. Each Lot shall contain no more than one residential dwelling. No portion of any Lot or any structure on any Lot shall be permitted to be used for commercial purposes or as a workshop for commercial purposes.

2. **Dwelling Size.** Any residence erected on any Lot as shown on said plat shall have a minimum living area of four hundred (400) square feet above grade.

The foregoing minimum square footage requirements are exclusive of any garages, basements, porches, terraces, and similar appurtenances. Neither detached garages nor storage buildings are permitted.

**This instrument prepared by:  
Looney, Looney, Chadwell & Hamby, PLLC  
156 Rector Avenue, Crossville, Tennessee 3855**

3. **Exterior Quality.** All dwellings shall be constructed from like kind materials as the existing homes. All finishings shall match with materials and color as the existing homes.

4. No lot shall be used except for residential purposes with short term and long-term rentals being permitted.

5. **Building Location.** No building or structure of any kind shall be constructed or maintained on any lot which extends over the set-back lines as shown on the recorded plat; provided, however, bay windows, eaves, steps, open porches, or terraces, shall be permitted to extend over set-back lines, so long as the remaining portion of the building or structure does not violate the set-back lines. Set-back lines from the property lines are as shown on the plat and are: 10' front, 10' side, and 10' rear. The Developer expressly reserves the right to amend or alter the set-back lines, with the approval of the appropriate planning commission office or other applicable governing authority.

6. **Diligence in Completing Construction.** Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than ninety (90) days. In any event, construction must be completed within twelve (12) months of its commencement.

7. **Maintenance of Construction Site.** Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

8. **Dwellings, Temporary Structures, Garages, and Outbuildings, Etc.** No trailer, mobile home, (including double wide mobile homes), modular home, old house, house constructed off premises, tent, shack, carport, or any other outbuilding shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the development. Notwithstanding the foregoing, temporary buildings may be used by the Developer as temporary sales or construction offices. House trailers, recreational vehicles and campers shall not be used for camping or dwelling purposes, even short-term or temporarily, on the Lot. Camping on the property is prohibited, as are temporary and outdoor toilets.

9. **Commercial Vehicles and Recreational Vehicles.** No commercial vehicles, horse trailers, off-road vehicles, boats, recreational vehicles, motor or mobile homes of any type, nor large trucks exceeding one ton shall be permitted to be stored or parked on any Lot, (other than inside an approved structure), or on any street within the development, except trucks currently engaged in on-going construction of dwellings or infrastructure in the development. Notwithstanding the forgoing, boats, boat trailers and recreational vehicles may be parked on a Lot for a period of time not exceeding two (2) consecutive weeks per calendar year.

10. **Swimming Pools, Bathhouses, and Fencing** are not allowed.

11. **Antennae, Satellite Dishes, and Other Electronic Devices.** No antenna greater than ten (10) feet in height (as measured from the ground) and no satellite dish greater than twenty-four (24) inches in diameter, or other electronic device of a similar nature shall be placed on the dwelling or any building or on the lot. No portion of a satellite dish mounted on the roof of any building may extend more than two (2) feet above the height of the roof at the place where the satellite dish is connected.

12. **Underground Utilities, Wiring and Pipes, Etc.** All wiring, pipes and similar lines that are to be run from the street to any Lot for gas, water, sewer, telephone, cable TV, electric or other utility service shall be underground. (Exception is granted for any of the same which are above ground and pre-exist the date of this Declaration, but, if any such above ground utility line is replaced, it must be installed underground.)

13. **Garbage and Refuse Disposal; Utility Meters.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street.

14. **Nuisances.** No noxious, offensive, or illegal 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 development. There shall be no exterior storage of any junk vehicle, junk or scrap accumulation. Any vehicle unlicensed in the current year will be deemed a junk car. However, so long as they do not constitute a common law nuisance and are not grown for commercial purposes, vegetable gardens are permitted but must be located on the sides or rear of the Lot and not the front.

15. **Signs.** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, except for signs used by the Developer to advertise properties for sale.

16. **Animals.** No animals, livestock, swine, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers with a maximum of three (3) for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose. Dogs outside residences shall always be leashed and attended by Owner.

17. **Covenant with Respect to Maintenance of Lot and Improvements.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate external care of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction

materials may be kept on any Lot during the period of construction thereon. Lawnmowers and other maintenance equipment shall be stored inside the garage or behind the house. Owner shall do nothing to change, divert or otherwise interfere with drainage patterns on his or her Lot.

**18. Culverts for Driveways.** All culverts for driveways must be approved by the Developer and the appropriate government authority, prior to installation.

**19. Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

- a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure.
- b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition. In no event shall any damaged structure be left unrepaired and unrestored for more than ninety (90) days from the date of the insurance adjustment.

**20. Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities as may be reserved or shown on the recorded Plat of the Subdivision, or in subsequent recorded re-subdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities.

**21. Enforcement.** Any Lot owner may enforce the covenants 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, including all attorney's fees reasonably incurred in enforcing these restrictions. These restrictions shall be deemed covenants running with the land. It is further agreed by any purchaser of Lot(s) so restricted, that by his or her acceptance of the deed thus restricted, that these restrictions are a substantial portion of the consideration, exchanges and conveyance, without which the conveyance would not have been made.

**22. Severability.** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

**23. Amendment.** Anything contained herein to the contrary notwithstanding, the Developer reserves the right for the Developer, its successors and assigns, in its sole discretion, to modify, release or amend all covenants and restrictions contained herein, including without limitation the right to use a Lot owned by the Developer as a street to connect to any adjoining property that may be developed, and also to re-subdivide a lot or tract as long as the newly created lots meet applicable governmental Subdivision Regulations, until such time as Developer has sold all of the Lots; and thereafter this declaration may be modified and amended by the vote of at least seventy-five (75%) percent of the owners of all Lots then subject to this Declaration, each such

Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Clay County, Tennessee.

**24. Trees.** No trees may be cut or removed except for construction of a driveway, residence, utility services and permanent structures provided, however, this limitation shall not apply to dead, dying or diseased trees. All tree removal, notwithstanding the foregoing, is subject to approval by the Developer. In no case shall more than fifty (50) percent of the existing trees be removed from a lot for any reason, unless a variance is granted by the Developer, in his sole and unfettered discretion. All trees for the proposed removal by an owner must be flagged by surveyor's fluorescent tape prior to seeking permission from Developer for removal. Clear-cutting of lots is prohibited. It is the intent of this Declaration that a forested appearance be maintained.

**IN WITNESS WHEREOF**, the Developer has caused this Declaration to be executed on the day and date first above written.

**Horse Creek Aquatic LLC**  
a Tennessee Limited Liability Corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF PUTNAM

Before me, a Notary Public in and for said County and State, personally appeared **Garry McNabb**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the \_\_\_\_\_ of **Horse Creek Aquatic LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such \_\_\_\_\_ executed the foregoing instrument for the purpose therein contained, by signing the name of the Company by himself as \_\_\_\_\_.

Witness my hand and official seal, at Cookeville, Tennessee, this the \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_







