

## **Restrictions**

Bradley County, Tennessee; Map 022-020.00

UPPER RIVER ROAD, CHARLESTON, TN

JAMES MICHAEL BROWN

These restrictions apply to and are imposed on tracts to be determined at auction as shown on survey dated March 17, 2025, prepared by Jimmy L. Richmond for James Michael Brown c/o Don Harris Auction Solutions, to be recorded in the register of deeds office of Bradley County, Tennessee.

1. Land Use: Commercial poultry houses, and swine/hogs/pigs or any activity which may cause excessive noise or odors are prohibited and not permitted. Small scale agricultural use such as gardening, pasture, hay and forage production, poultry for personal family use, including livestock are permitted. Livestock shall be limited to one large animal per fenced acre.

Businesses requiring customers, vendors and/or delivers to come to the property are prohibited, such as wedding venues and shooting ranges. Also prohibited are any businesses requiring signage.

2. Nuisances: No offensive activity shall be carried on upon any tract, nor shall anything be done which may be or may become a nuisance to the neighborhood. For the purpose of this statement the following shall be considered to be nuisances: junk yards; radio towers; commercial workshops or garages; dismantled automobiles, appliances or trash, etc.
3. Term of Covenants: The covenants herein shall be binding upon all parties until 20 years from recording in Bradley County, Tennessee, at which time said covenants shall be thereafter automatically extended for successive periods of 10 years each, unless by vote of 100% of all land owners.

4. Temporary Structures or Mobile Homes: Single wide homes, doublewide homes, tents, shacks or other buildings of a temporary character shall not be erected or moved onto any Lot or tract. This covenant does not prevent a Lot owner from storing a camper or RV on site, however a camper or RV may not be used as a residence. Notwithstanding the preceding, a camper or RV may be used as a temporary residence while the land owner is building a home for a period not to exceed 12 months from date of building permit.
5. Invalidation: The invalidation of any of these covenants or any word, phrase, or part therein by court order, or otherwise, shall not affect any other provision all of which shall remain in full force and effect.
6. Enforcement: These covenants and restrictions may be enforced by any person owning an interest in the lot or tract. In the event that any one or more of the foregoing restrictive covenants are violated by any party, either owner or tenant, then the party guilty of such violation and owner shall be subject to suit by any interested owner or owners any land subject to these restrictions. In the event of filing of a suit to enforce these covenants and restrictions if the owners or owners seeking enforcement are awarded any monetary damages or injunctive relief, then they shall also be awarded their costs and expenses of litigation, their reasonable attorney fees and court costs. The remedies provided in this paragraph shall not be exclusive, but shall be in addition to other remedies allowed by law in such cases at the time or times for violation of restrictions.

THESE RESTRICTIONS TOUCH AND CONCERN THE LAND AND SHALL BE BINDING UPON THE LOTS AND TRACTS SHOWN ON THE ATTACHED EXHIBIT "A" HERETO. THESE RESTRICTIONS ARE NOT MEANT TO AFFECT NOR INTENDED TO AFFECT ANY OTHER LAND (S) WHETHER ADJOINING OR OTHERWISE OWNED NOW OR IN THE FUTURE BY THE OWNER/DEVELOPER.

Owner:

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JAMES MICHAEL BROWN