

This Instrument Prepared By:
K. Brian Hay, Attorney at Law
104 W 6th St., Ste. 200
Columbia, TN 38401

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS

This Declaration of Covenants, Conditions, Restrictions, and Easements is made on this the _____ day of October 2023, by **Iron Bridge Partners, a Tennessee general partnership** ("Declarant"), whose mailing address is 740 Prominence Road, Columbia, TN 38401.

RECITALS:

WHEREAS, Declarant is the owner of 68.14 Acres being and lying in Lincoln County, Tennessee, being more particularly described in **Exhibit A** attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant has or will survey all or a portion of said Property into lots or tracts of various sizes, and Declarant refers to the development as Cathcart Subdivision (the "Development"); and

WHEREAS, the Declarant desires to establish protective covenants to which the Property and Development shall be subject; and

WHEREAS, it is for the interest, benefit and advantage of the Declarant and each and every person or entity that shall hereafter acquire any Lot/Tract or any portion of any Lot/Tract of Property in the Development, (all such Lots/Tracts being collectively referred to as the "Lots or Tracts" and individually referred to as a "Lot" or "Tract") that this Declaration shall govern and regulate the use and occupancy of the same be established, set forth and are hereby declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the covenants, conditions, restrictions, and easements made herein, it is declared that all of the Property shall be subject to, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements.

Article I
Use Restrictions

The property shall be occupied and used only as follows:

1-1 No obnoxious, offensive, or illegal activities shall be carried on upon said Lot or Lots, nor shall anything be done thereon which may be or become an annoyance, nuisance, or eyesore, to the Development or other Lot owners.

1-2 No more than two (2) hogs per five (5) acres are allowed.

1-3 No rubbish, trash, garbage or other waste material shall be kept on any Lot except in sanitary containers located in appropriate areas concealed from the public view.

1-4 No fence, hedge, wall or other dividing instrument over eight (8) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

1-5 No junk yards, auto salvage yards, waste facilities or metal scrap yards shall be permitted. Repairing or restoration of motor vehicles must be performed in an enclosed building. No motor vehicles that are not in operating condition shall be permitted to remain on any portion of any tract, except in an enclosed structure.

1-6 Each inhabited structure on the property shall be connected to a septic tank with capacity and septic lines installed in accordance with the regulations of the Lincoln County Health Department and shall be permitted and approved by such Officer. This restriction is enforceable by the said County Health Department and/or the Declarant herein. Prior to construction, any Owner of a Lot or Lots on which construction is proposed, shall contact said Health Department Health Officers for approval of the septic system to serve such Lot or Lots.

1-7 Each Owner of a Lot shall maintain their respective Lot property in an aesthetically pleasing condition. The Declarant shall have the sole responsibility to determine what is aesthetically pleasing until such time as one hundred percent (100%) of the Lots are sold. Declarant reserves the right to enter upon any Lot for the purpose of cutting grass and cleaning up said Lot, if the same be reasonably required. Declarant reserves the right to charge the cost of said cutting or cleaning to the owner of said Lot.

1-8 No Single-Wide Mobile Homes will be allowed on the property. Additionally, each Lot may not exceed one (1) dwelling per two and a half (2.5) acres.

1-9 No lot owner will be permitted to store old or inoperable vehicles, unlicensed vehicles, road machinery, crates, barrels, scrap-metal or unsightly junk of any kind on a Lot unless same is contained within a building. Nothing contained in this provision shall prohibit the Developer or another builder from leaving or storing road machinery or customary building materials on a Lot, whether inside of a building or not, during the construction period of a dwelling. As to the Developer, nothing in this provision shall prohibit the Developer from leaving or storing road machinery or other customary building/developing materials on a Lot, whether inside a building or not, during the Development of Property.

Article II Easements

2-1 Reservation of Easements. Easements for installation and maintenance of utilities, including electric, water, telephone lines, etc., are reserved by Declarant. No shrubbery, fence, or other obstruction shall be placed in any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing,

operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility. The Owner of such Lot, except for maintenance of which a public utility is responsible, therein shall continuously maintain the, area of each Lot and all improvements located thereon.

Article III General Provisions

3-1 **Enforcement.** The Declarant or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Declarant shall not have an obligation to enforce any of these provisions at law or in equity, and nothing herein shall be construed as compelling the Declarant to enforce any of these provisions. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation.

3-2 **Severability.** Invalidity of any of these covenants, conditions, restrictions, or easements, or any portion of any such covenants, conditions, restrictions, or easements, 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.

3-3 **Covenants Running With the Land.** These covenants, conditions, restrictions, and easements are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the land and shall be binding on all parties having any right, title, or interest of the property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the property, each Lot, and each Lot Owner.

3-4 **Duration and Amendment.** The covenants; conditions, restrictions, and easements contained in this Declaration shall be effective for a term of 20 years from the date this Declaration is recorded, after which period the covenants, conditions, restrictions, and easements shall be automatically extended for successive periods of 10 years subject to termination by an instrument signed by more than 50 percent of the Owners of Lots. The covenants, conditions, restrictions, and easements contained in this Declaration may be amended by an instrument signed by more than Seventy-Five percent (75%) of the Tract Owners. Further, Declarant reserves the right to unilaterally amend these Restrictions for five (5) years from the effective date hereof, or for as long as Declarant owns more than Fifty percent (50%) of total acreage or Property, in order to make necessary alterations, corrections of typographical or grammatical errors, oversight, ambiguity or inconsistency appearing herein, provided that any such unilateral amendment by the Declarant shall be consistent with and in furtherance of the general plan and scheme of development of the acreage. Neither any amendment nor any termination shall be effective until recorded in the Register of Deeds for Lincoln County, Tennessee, and all requisite governmental approvals, if any, have been obtained.

3-5 Reverter. Nothing herein is intended to be or shall be constructed as a condition subsequent to or as creating any possibility of a reverter.

3-6 Attorneys' Fees. If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

3-7 Liberal Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the property.

This Declaration is executed this _____ day of October, 2023/

**Iron Bridge Partners,
a Tennessee general partnership**

By: _____
Troy Blackmon, as Trustee of the JB Iron Bridge Investment Trust dated May 24, 2023, as
the Managing General Partner of Iron Bridge Partners

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the aforesaid state and county, personally appeared **Troy Blackmon** to me known to be the person(s) described therein (or who proved to me to be the same on a satisfactory basis) and who acknowledged himself to be the **Trustee of the JB Iron Bridge Investment Trust dated May 24, 2023**, acting in his capacity as Managing General Partner of Iron Bridge Partners, a Tennessee general partnership, being authorized to execute the foregoing instrument for the purposes therein contained by signing the name of the aforementioned trustee, in its capacity as Managing General Partner of said partnership.

Witness my hand and official seal, this the _____ day of October, 2023.

Notary Public
My Commission Expires:

(SEAL)

EXHIBIT "A"

Being a portion of a certain tract or parcel of land located in the 16th Civil District of Lincoln County, Tennessee on Tax Map 72; Parcel 18.00 recorded in Deed Book Y6; Page 459 in the Registers Office of Lincoln County and being all of a certain tract or parcel of land located in the 16th Civil District of Lincoln County, Tennessee on Tax Map 72; Parcel 19.00 recorded in Deed Book S7; Page 74 in the Registers Office of Lincoln County being more particularly described as follows:

TRACT 2

Beginning at a railroad spike (found) at the intersection of Cathcart Road (50' right-of-way) and Robinson Road (50' right-of-way) being the northeast corner of the tract herein described; thence with the center of said Robinson Road the following (3) calls: South 29 degrees 10 minutes 30 seconds East 35.99 feet to a point; South 28 degrees 28 minutes 10 seconds East 66.70 feet to a point; South 23 degrees 49 minutes 00 seconds East 32.95 feet to a mag nail (set) in the center of said road being a point on the west line of the Donald Pierson property recorded in Deed Book P13; Page 54 in the Registers Office of Lincoln County; thence leaving said road with the common line of said Pierson property South 53 degrees 31 minutes 27 seconds West 197.75 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 09 degrees 27 minutes 26 seconds East 322.89 feet to a mag nail (set) in the center of said Robinson Road; thence with the center of said road the following (13) calls: along a curve turning to the left along an arc of 134.39', a radius of 243.51', with a chord bearing of South 22 degrees 43 minutes 04 seconds East, and a chord length of 132.69' to a mag nail (set); South 42 degrees 48 minutes 46 seconds East 51.77 feet to a point; South 45 degrees 05 minutes 04 seconds East 218.99 feet to a point; South 44 degrees 20 minutes 53 seconds East 97.68 feet to a point; thence with a curve turning to the right along an arc of 206.16', a radius of 793.71', and a chord bearing of South 35 degrees 31 minutes 51 seconds East, with a chord length of 205.58' to a point; South 28 degrees 44 minutes 17 seconds East 129.72 feet to a point; thence with a curve turning to the left along an arc of 145.76', a radius of 595.44', with a chord bearing of South 37 degrees 52 minutes 53 seconds East, and a chord length of 145.40' to a point; South 46 degrees 30 minutes 44 seconds East 205.18 feet to a point; South 47 degrees 37 minutes 36 seconds East 123.75 feet to a point; South 49 degrees 55 minutes 28 seconds East 163.31 feet to a point; South 49 degrees 37 minutes 44 seconds East 129.43 feet to a point; South 48 degrees 06 minutes 25 seconds East 56.01 feet to a point; thence with a curve turning to the right along an arc of 76.90', a radius of 63.96', with a chord bearing of South 16 degrees 48 minutes 21 seconds East, and a chord length of 72.35' to a mag nail (set) in the center of said road being a point on the north line of the John Seibert property recorded in Deed Book J16; Page 37 in the Registers Office of Lincoln County; thence leaving said road with the north line of said Seibert property South 71 degrees 47 minutes 47 seconds West 29.05 feet to ½" iron rod (set) by a wood fence post capped "Hoffman" RLS 2605; thence continuing with the north and west line of said Seibert property following the meanders of an established fence South 69 degrees 54 minutes 11 seconds West 60.47 feet to a wood fence post; South 77 degrees 30 minutes 43 seconds West 241.73 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 02 degrees 53 minutes 17 seconds East 111.89 feet to a ½" iron rod (set) by a 20" Sassafras in fence capped "Hoffman" RLS 2605; thence South 24 degrees 21 minutes 35 seconds West 356.71 feet to a 16" Hackberry in fence; thence South 32 degrees 37

minutes 07 seconds West 46.41 feet to a 24" Maple in fence; thence South 27 degrees 10 minutes 52 seconds West 197.23 feet to a 22" Sassafras in fence; thence South 40 degrees 36 minutes 11 seconds West 55.55 feet to a large Oak in fence; thence South 22 degrees 40 minutes 51 seconds West 132.41 feet to a ½" iron rod (found) by a large Maple in fence capped 1709 being the northeast corner of the Raymond Guy property recorded in Deed book F16; Page 353 in the Registers Office of Lincoln County; thence with the north line of said Guy property continuing with the meanders of an established fence South 60 degrees 03 minutes 01 seconds West 153.12 feet to a ½" iron rod (found) by a Paradise snag in fence capped 1709; thence South 45 degrees 23 minutes 21 seconds West 24.31 feet to a ½" iron rod (found) by a 16" Paradise in fence capped 1709; thence South 64 degrees 26 minutes 33 seconds West 73.24 feet to a ½" iron rod (set) in fence capped "Hoffman" RLS 2605; thence South 00 degrees 38 minutes 14 seconds West 8.18 feet to a ½" iron rod (found) by a 22" tree in fence capped 1709; thence South 47 degrees 52 minutes 47 seconds West 32.01 feet ½" iron rod (set) in fence capped "Hoffman" RLS 2605; thence South 56 degrees 07 minutes 04 seconds West 90.66 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence South 49 degrees 36 minutes 44 seconds West 118.71 feet to a ½" iron rod (found) by a stump in fence capped 1709; thence South 46 degrees 21 minutes 35 seconds West 177.16 feet to a ½" iron rod (found) by a 8" Hickory in fence capped 1709; thence South 45 degrees 31 minutes 40 seconds West 229.08 feet to a ½" iron rod (found) by a 26" Oak in fence capped 1709 being the southeast corner of the tract herein described; thence North 79 degrees 46 minutes 45 seconds West 210.66 feet to a metal fence post; thence North 79 degrees 45 minutes 03 seconds West 100.66 feet to a stump in fence; thence North 79 degrees 47 minutes 21 seconds West 85.45 feet to a ½" iron rod (found) by a 20" tree in fence capped 1709; thence North 65 degrees 01 minutes 51 seconds West 65.84 feet to a ½" iron rod (found) disturbed by a fence corner post capped "Hoffman" RLS 2605 being a point on the east line of said Mitchell property and the southwest corner of the tract herein described; thence with the east line of said Mitchell property continuing with the meanders of an established fence North 34 degrees 11 minutes 29 seconds East 292.71 feet to a ½" iron rod (set) in remnants of fence capped "Hoffman" RLS 2605; thence North 38 degrees 24 minutes 25 seconds East 191.00 feet to a 20" Maple in fence; thence North 43 degrees 09 minutes 28 seconds East 51.32 feet to a ½" iron rod (set) by a 18" Oak in fence capped "Hoffman" RLS 2605; thence North 05 degrees 11 minutes 53 seconds East 396.50 feet to a 10" Hickory in fence; thence North 09 degrees 37 minutes 54 seconds East 138.46 feet to a 18" Maple in fence; thence North 03 degrees 18 minutes 23 seconds East 118.82 feet to a 18" Hackberry in fence; thence North 06 degrees 42 minutes 19 seconds East 171.34 feet to a 14" Hackberry in fence; thence North 05 degrees 21 minutes 13 seconds East 211.51 feet to a ½" iron rod (set) by a wood fence post capped "Hoffman" RLS 2605; thence leaving said fence with a new division line North 31 degrees 28 minutes 37 seconds West 1380.43 feet to a ½" iron rod (set) capped "Hoffman" RLS 2605; thence North 31 degrees 28 minutes 36 seconds West 25.01 feet to a mag nail (set) in the center of said Carthcart Road being the northwest corner of the tract herein described; thence with the center of said road the following (8) calls: North 65 degrees 29 minutes 29 seconds East 163.22 feet to a point; thence with a curve turning to the left along an arc of 162.17', a radius of 840.18', with a chord bearing of North 60 degrees 59 minutes 11 seconds East, and a chord length of 161.92' to a point; North 55 degrees 58 minutes 05 seconds East 137.28 feet to a point; North 62 degrees 06 minutes 15 seconds East 72.55 feet to a point; North 66 degrees 34 minutes 41 seconds East 203.85 feet to a point; North 60 degrees 51 minutes 59 seconds East 111.39 feet to

a point; North 56 degrees 57 minutes 53 seconds East 205.39 feet to a point; North 56 degrees 15 minutes 20 seconds East 144.16 feet to the point of beginning containing 68.14 acres as per survey of Jonathan M. Hoffman, Registered Land Surveyor in the State of Tennessee, License #2605.

Being the same property conveyed to Iron Bridge Partners, a Tennessee general partnership, by Deed of record in Book _____, Page _____, Register's Office of Lincoln County, Tennessee.

Map & Parcel No. 072-019.00 and a portion of Map & Parcel 072-018.00