

STATE OF TENNESSEE)
)
COUNTY OF GILES)

Authentisign
PJM

07/18/25

**Declaration of Covenants and Restrictions for
Hurricane Creek Farms**

Authentisign
LMM

07/18/25

KNOW ALL MEN BY THESE PRESENTS, THAT:

THIS DECLARATION, made the _____ day of _____, 2025 by Scout Land Group LLC, a Texas limited liability company (hereinafter referred to as the “Developer”), being the owner of the hereinafter described property situated in Giles County, Tennessee, to-wit:

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Lots ~~1~~ ² through ~~10~~ ⁸, inclusive, of Hurricane Creek Farms Subdivision, as shown by map or plat of said subdivision on file and of record in Plat Book ____ at Page ____, in the Office of the Register of Deeds of Giles County, Tennessee.

Hereinafter being referred to as the “Development”, and desiring and to place the restrictive covenants hereinafter enumerated upon each of the herein above described Lots of real estate for the benefit of itself and for the benefit of the future owners of each such Lots, the Developer does hereby place and impose the following restrictions upon the use of each of the above described Lots of real estate, to-wit:

Section 1. General Provisions. The above described Lots shall be subject to the following use restrictions:

- (a) **Land Use and Building Type.** The Lots shall be used solely for single-family, residential purposes, and not otherwise. No building shall be erected, altered, placed or permitted to remain on any Lot other than up to two (2) single-family dwellings, not to exceed two and one-half (2-1/2) stories in height, together with accessory dwelling and storage buildings customarily incidental to residential occupancy. Short term (less than 30 consecutive days) and long term rentals are permitted.
- (b) **Dwelling Size.** No dwelling shall be permitted on any Lot with a total floor area of any dwelling, exclusive of open porches, carports and garages, and unheated storage areas, less than 1200 square feet.
- (c) **Nuisances.** No noxious or offensive activity shall be carried on upon any portion of a Lot, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

- (d) **Grades.** Within any slope control area established by the Developer or drainage easement on any recorded subdivision plat, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or earth control problems, or change the direction of flow of drainage channels, or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner, except for those improvements for which a public-authority or utility company is responsible.
- (e) **No Commercial Activities.** No commercial activity of any kind shall be conducted on any Lot or in any Living Unit, but nothing herein shall prohibit the carrying on of promotional activities by the Developer or other parties authorized in writing by the Developer. This provision shall not preclude a home business, as long as clients or customers entering upon the Lot or Living Unit for the purpose of conducting business are not a nuisance.
- (f) **Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, except that chickens, horses, dogs, cats, farm animals, and other usual and common household pets in reasonable number, may be kept on any Lot, provided they are not used for commercial purposes and do not become a nuisance.
- (g) **Junk Vehicles or Mobile Homes.** No junk vehicles shall be permitted to be parked or to be stored on any Lot at any time and no mobile homes shall be installed or affixed to any Lot as a permanent residential structure, except that the Lot Owner may park and use a single motor home or a single pull-behind camper, or otherwise camp, upon the Owner's Lot for continuous periods of temporary recreational occupancy by the Owner, which periods shall not exceed ninety (90) days in the aggregate during any calendar year.
- (h) **Storage Tanks.** No tanks, receptacles or containers for the storage of fuel, water or other substances shall be placed, erected, installed, kept, or allowed to remain on any Lot which are visible from any street or roadway in the Development.
- (i) **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, storage shed or other outbuildings, or portable storage units, including units sometimes referred to as PODS, shall be allowed, constructed, or used on any Lot at any time as a residence, either temporarily or permanently, except for camping as otherwise allowed by Subsection (g) above; but provided, however, nothing herein contained shall restrict the Developer, or agents assigned by the Developer, from locating,

constructing or moving a temporary real estate office or temporary construction field office on any Lot to be used during the period of construction and sale of the Lots within the Development. The Developer, or builders who acquire Lots or acreage parcels from the Developer, may also erect and maintain model homes for sales purposes and may operate such or models therein for so long as the Developer, or builder, deems necessary for the purpose of constructing and selling Lots within the Development.

- (j) **Signs.** No signs, with the exception of campaign signs, advertisements, billboards, or advertising structures of any kind may be displayed, erected or maintained on any Lot except one advertising board for the sale, rental or lease of each Lot shall be allowed under any circumstances. However, the Developer and/or builder, designated in writing by the Developer, during the construction and sales period (which shall continue until the last Lot or parcel is sold), and during which the Developer, and/or builders designated in writing by the Developer, expressly reserve the right to place, erect and maintain signs, billboards, or other structures for information, advertising, and sales purposes.
- (k) **Drilling and Quarrying.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.
- (l) **Dumping of Rubbish.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Such containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be placed on the curb or other designated area for collection only on the days designated for pickup.
- (m) **Sewage Disposal.** No individual sewage treatment or disposal system shall be permitted on said Lots unless such system is first approved by the appropriate governmental authorities.
- (n) **Water Supply.** No individual water supply system shall be permitted on said Lots unless such system is first approved by the appropriate governmental authorities.
- (o) **Utility Easements.** Easements for installation and maintenance of utilities and drainage facilities are dedicated on recorded plat(s). Such easements shall

include the right of ingress and egress for construction and maintenance purposes. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage any facility installed in accordance with said easement, or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in them shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

- (p) **Care and Appearance of Premises.** All buildings and improvements situated on each of said Lots together with the premises and grounds of each Lot, shall be maintained in a neat, clean and attractive manner.
- (q) **Nuisance.** It shall be the responsibility of each Owner and Occupant of any Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Lots. No noxious or offensive activity shall be carried on any portion of any Lot within the Development, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any other Lot Owner or occupant within the Development. There shall not be maintained any plants or animals or devise or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of any Lot.
- (r) **Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot, unless such activity is entirely contained within a Dwelling's garage or other permitted structure on a Lot. No further Subdivision of any parcel is allowed.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term

of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years unless an instrument signed by the then Owners of a majority of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and the failure of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment of any court shall in no wise affect any other provision contained herein which shall remain in full force and effect.

Section 5. Amendment. The covenants or restrictions of this Declaration may be amended during the first twenty-five (25) years after its recording by an instrument signed by the then Owners of not less than eighty percent (80%) of the Lots. Any such amendment must be recorded in the office of the Register of Deeds of Giles County, Tennessee. Prior to the sale of the last Lot, no such amendment of the terms and conditions of this Declaration shall be effective unless the Developer joins in the signing of the instrument amending this Declaration and consents thereto.

IN WITNESS WHEREOF, the Developer, Scout Land Group LLC, a Texas limited liability company, has hereunto caused this instrument to be executed upon its behalf and under seal, this the _____ day of _____, 2025.

Scout Land Group LLC, a Texas
limited liability company

By: _____(SEAL)
Justin Piche, Its Chairman

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Justin Piche, whose name as Chairman of Scout Land Group LLC, a Texas limited liability company, duly qualified to transact business in the State of Tennessee, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Chairman and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and official seal this the _____ day of _____, 2025.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires: _____



07/18/25



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