Prepared by

Land Partner Funding, LLC.
1846 E Rosemead Hwy #5007
Carrolton TX 75007
(682) 325-2126

STATE OF TENNESSEE, CUMBERLAND COUNTY
TREY KERLEY
REGISTER OF DEEDS

BK/PG: 1717/1681-1686
INST: 25031728
BATCH: 210370
6 PGS:AL-REST
03/07/2025 - 10:15 AM

VALUE: 0.00
MORTGAGE TAX: 0.00
TRANSFER TAX: 0.00
RECORDING FEE: 30.00
DP FEE: 2.00
REGISTER'S FEE: 0.00
TOTAL AMOUNT: 32.00

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PINEY CREEK ACRES

Land Partner Funding, LLC, a Texas Limited Liability Company, (hereinafter referred to as the "Developer"), is the developer of a real estate development, known as "**Piney Creek Acres**", (hereinafter called "Subdivision" or "Community".)

The Developer is developing this property as a residential community. The Survey/Plat of the referenced realty (hereinafter called the "Survey/Plat") of Piney Creek Acres was filed of record with the Register of Deeds of Cumberland County, Tennessee on the 30th day of September 2024, in Book 1706, Page 846, which Survey/Plat, and each component part thereof are incorporated herein by reference thereto.

For the benefit and protection of the Developer and the persons who shall become owners of lots in the Subdivision, the Developer, by these presents, and by the execution of this instrument, subjects the lots in the Subdivision, but only those lots appearing on the Survey/Plat, of record as set forth above, to this Declaration of Covenants, Conditions, and Restrictions. The lots in the Subdivision shall also be subject to all matters shown on the Survey/Plat of the Subdivision, including, without limitation, utility-drainage easements and setback requirements.

Now, therefore, in consideration of the Recitals, the Developer declares that all lots in the Subdivision shall be sold and shall hereafter be subject to this Declaration of Covenants, Conditions, and Restrictions herein set out.

PROTECTIVE COVENANTS

These Covenants, Conditions, and Restrictions are meant to be a common-sense guideline of care and respect for the neighbors, the community and the abundance of nature that encompasses Piney Creek Acres. They are for the benefit and protection of all the Property Owners of Piney Creek Acres. They also provide a means for the future preservation of land and home values, as well as the conservation of this development's natural beauty.

The goal of these Covenants, Conditions, and Restrictions is to have a subdivision that maintains a mindset where the Owners can live in freedom and privacy, all the while enjoying the amazing natural habitat that embraces Piney Creek Acres.

The wetland areas that are present within the subdivision boundaries provide a unique and thriving habit for wildlife and distinctive foliage. The Developer felt a desire to share an area of this unique habitat with the whole community. Therefore, the Developer has set aside several acres of wetland areas for all the Owners, family members and friends to enjoy.

1. The property shall be used for residential purposes only. Home-based businesses are permitted as long as they don't become an annoyance or nuisance to the community/subdivision.

2. All lot owners shall maintain a 50-ft wooded buffer along all front and side lot lines within the perimeter of their boundary lines but excluding up to a 60ft driveway entrance onto the property.

3. No manufactured mobile home (single-wide or double-wide) that has a tongue or a wheel, at any time, may be placed on any lot. Modular homes that are factory built under standard Tennessee residential building codes are allowed to be used as a single-family residence.

4. All initial residences shall have a minimum of 1,300 sq ft of heated floor space, exclusive of porches, decks and attached garages. Rental units are allowed as long as someone is living full-time in the initial home to monitor the renters/guests.

5. All properties are subject a 30ft utility easement along the property road frontage and a 10ft utility easement along the side and rear boundary lines. For the sole use of public utility service companies, if necessary.

6. Farm animals are allowed, except for pigs/swine/hogs. We ask that you limit large farm animals to 3 per a cleared acre. The amount of small farm animals are at the owner's discretion. They are to be fenced in on your property at all times. Household pets are allowed as long as they do not become a nuisance to the community, i.e. dogs barking constantly into the night and running free all over the subdivision. Please be respectful of neighbors and use common sense.

7. Motor Homes & RV Trailers may be used for temporary residences and/or for vacations in the subdivision for a period not to exceed three (3) successive years.

8. All driveways must be graveled, paved, concreted, or asphalted. Driveways must have a culvert of sufficient size so as to not restrict the drainage of ditch lines.

9. No parcel of land shall be used as a dumping ground for garbage, trash, rubbish or waste of any kind. No junk or permanently inoperable vehicles, equipment or machinery shall be stored on any property. All household waste shall be kept in sanitary containers. No commercial waste is allowed.

10. No lots under 10.5 acres can be subdivided into smaller lots. All lots over 10.5 acres can only be subdivided into increments of 5 acres or more.

11. There is a Community Shared Maintenance Fee of Six Hundred and 00/100 ($600) Dollars per year, per parcel for the maintenance of the roads and the common grounds of Piney Creek Acres. This fee will be due one (1) year after the property owners transfer of

title date, and every recurring year thereafter. Said shared maintenance fee can be revised every two (2) years by a maximum of a ten (10%) percent increase if the Maintenance Group deems it necessary.
This fee will be assessed to the new property owners once title is transferred from Assemblies of God Foundation, a Missouri nonprofit corporation, Trustee of the Roy A. Miller and Barbara L. Miller Charitable Remainder UniTrust Agreement #2 (an Irrevocable Trust) dated May 12, 2023, (hereinafter referred to as "AG Foundation") and Land Partners Funding, LLC, to the property owners. The AG Foundation and the Developer are exempt from the Community Shared Maintenance

12. The Developer warrants that all the roads in Piney Creek Acres are established for mutual ingress/egress. Developer hereby grants to the property owners a mutual easement appurtenant for ingress and egress over the described property to access the private roads within Piney Creek Acres. Said access is granted for the use and benefit of all property owners, family, friends, invitees, public service workers, lenders, and all their heirs, successors, and/or assigns.

13. Any lot owner may enforce the Covenants, Conditions, 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. The prevailing party will be awarded costs and fees.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners and each and every subsequent owner of any of any Lots in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following above protective Covenants, Conditions, and Restrictions and restrictions to apply to the Property and to all of said Lots, and to all persons owning any of said Lots hereafter. These restrictive Covenants, Conditions, and Restrictions 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 Owners for a period of twenty-five (25) years after the recordation of this instrument, at which time said Covenants, Conditions, and Restrictions shall be automatically extended for successive periods of ten (10) years each unless agreed upon by a vote of a majority of owners of Lots (then subject to this Declaration) within the subdivision with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive Covenants, Conditions, and Restrictions shall be altered, amended or revoked as determined and agreed upon by such majority.

Witness my hands this 6th day of, March 2025 ~~2024~~.

Land Partner Funding, LLC, a Texas Limited Liability Company

By: Delilah Fleharty
Authorized Agent

Its: _____

STATE OF Florida
COUNTY OF St. Lucie

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Delilah Fleharty, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themself to be the authorized agent of **Land Partner Funding, LLC, a Texas Limited Liability Company**, the within named bargainer, a Limited Liability Company, and that they as such authorized agent, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company by themself as Delilah Fleharty.

Witness my hand and official seal of office on this the 6th day of March, ~~2024~~ 2025.

Carol Shamis

Notary Public
Printed Name: Carol Shamis
My commission expires: 09/24/2026

Notarized online using audio-video communication

ELECTRONIC NOTARY PUBLIC
STATE OF FLORIDA

Carol Shamis
Electronic Notary Public
State of Florida
Commission #: HH314378
Commission Expires: 09/24/2026

Assemblies of God Foundation, a Missouri nonprofit corporation, Trustee of the Roy A. Miller and Barbara L. Miller Charitable Remainder UniTrust Agreement #2 (an Irrevocable Trust) dated May 12, 2023, by the execution of this document hereby acknowledges its agreement to the foregoing Declaration of Covenants, Conditions and Restrictions for Piney Acres to be placed of record in the official records of Cumberland County, Tennessee.

Assemblies of God Foundation, a Missouri nonprofit corporation, Trustee of the Roy A. Miller and Barbara L. Miller Charitable Remainder UniTrust Agreement #2 (an Irrevocable Trust) dated May 12, 2023

By: William A. Hunt, Jr., Senior Vice President

STATE OF Missouri

COUNTY OF Greene

Before me, the undersigned authority, of the State and County aforesaid, personally appeared **William A. Hunt, Jr.** with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Senior Vice President of Assemblies of God Foundation, a Missouri nonprofit corporation, as Trustee of the Roy A. Miller and Barbara L. Miller Charitable Remainder Unitrust #2, (an Irrevocable Trust) dated May 12, 2023 the within named bargainor and that he, as such Senior Vice President, executed the foregoing instrument for the purposes herein contained by signing the name of Assemblies of God Foundation, a Missouri nonprofit corporation as Trustee of the Roy A. Miller and Barbara L. Miller Charitable Remainder Unitrust #2, (an Irrevocable Trust) dated May 12, 2023 by himself as Senior Vice President.

WITNESS my hand and Official Seal of Office, at Office in the County and State aforesaid on this 3rd day of March, 2025.

Michelle Faye Mullings NOTARY PUBLIC

MY COMMISSION EXPIRES: May 26, 2025

MICHELLE FAYE MULLINGS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 26, 2025
POLK COUNTY
COMMISSION #21334625

Certificate of Authenticity

I, Michelle Rickard do hereby make oath that I am the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 3-6-25.

Michelle Rickard Affiant
Signature

3-6-25 Date

State of Tennessee
County of Cumberland

Sworn to and subscribed before me this 6 day of March, 2025

Notary's Signature

My Commission Expires: 3/6/27
Date

Notary's Seal

BRITTON L. HUGHES
NOTARY PUBLIC
STATE OF TENNESSEE
CUMBERLAND COUNTY
My Commission Expires