

**Declaration of Protective Covenants, Conditions and Restrictions and  
Easements For “Webb Springs Mini Farm Property”**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants, Conditions, Restrictions, and Easements (“Declaration”) is made and entered into on this 1<sup>st</sup> day of June 24, 2024, by Jon M. Webb, and Jayne W. Lettich, Trustees of the Webb Living Trust, dated September 21, 2010 (hereinafter “Developer”).

W I T N E S S E T H:

WHEREAS, Developer owns certain tracts or parcels of land located in the 14<sup>th</sup> Civil District of Washington County, Tennessee known as Webb Springs Mini Farm Property and also Webb Living Trust Division (“Property”);

WHEREAS, a map or plat of said Webb Living Trust Division is of record in the Register’s Office for Washington County, Tennessee in Roll 1054, Image 1769; and

WHEREAS, Developer desires to maintain the beauty and integrity of the Property and to provide for the preservation of the values of the Property, and to this end, desires to subject the Property to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each “Tract Owner” thereof;

NOW THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and easements hereinafter set forth.

1. The Declaration is to take effect immediately upon the recording in the Register’s Office for Washington County, Tennessee, and shall be binding on all parties and all

persons claiming under them until June 1, 2044, at which time said Declaration shall automatically be extended for successive periods of ten (10) years, unless a majority of the Tract Owners of the 8 tracts identified as the Webb Springs Mini Farm Property located in Washington County vote to change said Declaration in whole or in part.

2. If a tract is owned by more than one person, all co-owners may share the privileges of such ownership and all co-owners shall be jointly obligated to perform the responsibilities of Tract Owners.
3. Each Tract Owner shall be entitled to one vote for each tract which he owns for the purposes of decision making on such matters affecting the enforcement of this Declaration or other matters that are of common interest to the Tract Owners of this subdivision. All such decisions shall be made by a majority vote. In the event a tract has more than one owner, the total number of owners of that tract shall constitute one vote, and all the owners of that one tract must agree how to vote or the vote for such tract shall not be counted. In the event of further sub-dividing, the new subdivision tracts are subject to this Declaration. Each owner of a further subdivided tract shall be entitled to a fractional vote equal to the proportion the size of the subdivided tract bears to the original tract. In the event a Tract Owner entitled to vote fails to cast a vote on a matter requiring approval of the other Tract Owners, so long as a quorum of 50% of the Tract Owners has been achieved, such vote shall be considered a vote to abstain on the subject matter and the total number of all votes, for the purpose of

determining the number of votes required for a majority, shall be adjusted accordingly.

4. If any Tract Owner, or their heirs or assigns, shall violate, or attempt to violate, any provision of the Declaration, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating any provisions of the Declaration, and either to prevent him or them from so doing so, or to recover damages for such violation. In the event, a Tract Owner institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover his costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
5. Each tract shall be maintained as a single minimum 5 acre tract until June 1, 2044 and thereafter may only be subdivided if approved by a majority vote of the Tract Owners. It is permissible for a lot to be divided by two or more Tract Owners in order to create lots that are larger than 5 acres.
6. No illegal, noxious or offensive activity shall be carried on upon any tract, nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood.
7. All tracts shall be used only for single-family residential purposes or agricultural purposes until the residence has been constructed.

8. No tract shall be used or maintained for storage or as a dumping ground for rubbish, junk, trash, or inoperative motor vehicles of any nature. Trash, garbage, or other waste shall be kept in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. All requirements, standards, and resolutions of the public health authorities of the County of Washington, and the State of Tennessee must be adhered to. Garbage containers shall be stored out of site by location of the container or by natural material fencing or landscaping.
9. Only one residence building per tract is permitted; however, if a tract is further subdivided, one residence building on such subdivided tract is permitted. The heated and cooled interior living area of any one-story residence shall have a minimum floor area of 2,400 square feet. The heated and cooled interior living area of any residence of more than one story shall have a minimum floor area of 2,600 square feet. Basements (whether used for living area or not), open porches, garages, and breezeways shall not be included in computing the minimum floor area.
10. No exposed exteriors of any building in view of the street shall be of concrete or cinder blocks or materials of similar appearance, nor shall artificial, simulated, fake, or imitation materials be used in view from the street. Materials in view from the street shall be of natural stone, wood, brick, stucco, or EIFS. Laminate building materials shall not be used in view of the street. Vinyl and aluminum siding as well as veneers of brick or stone shall be limited to the non-visible areas from the road.
11. No modular or prefabricated buildings shall be used permanently or temporarily for residence. Contractors may use a temporary unit during construction.

12. Any prefabricated buildings brought on site for non-residence use shall be out of sight of the street.
13. No one story residence shall be constructed with a straight-line roof.
14. No building material is to be placed or stored on the property until the owner is ready to commence construction and has obtained building approval from the county. Use of construction material will occur within 12 months of delivery. Once construction of the building has begun, it must be completed within 12 months of initiation. Tract Owner may request more time due to extenuating circumstances which would need to be approved by the Developer, reverting to the majority of the Tract Owners once the Developer no longer owns any of the eight tracts. No building shall be occupied until substantially completed. Any construction material on site for more than 12 months is considered waste and may be removed at the owner's expense.
15. All buildings must be kept in good repair and painted.
16. As long as Developer owns any of the 8 tracts or portions thereof of Webb Spring Mini Farm, other buildings suitable to a mini farm such as barns, garages, etc., "Outbuilding(s)" may be built, as long as they are esthetically suitable to the mini farm setting and match the architectural theme of the residence. A Tract Owner shall obtain written permission in advance from Developer prior to the construction of such an Outbuilding. Developer shall have the discretion whether to approve or not approve such outbuilding. Upon completion of the sale of all of the mini farms, written approval must be obtained from a majority of the Tract Owners of the of the Webb Springs Mini Farms Properties.

17. No fuel tanks or similar storage receptacle may be exposed to view of the street and must be installed and hidden by a privacy fence or natural landscaping.
18. No inoperative cars, inoperative trucks, or other types of inoperative vehicles, machinery or equipment shall be allowed to remain on property for a period in excess of 30 days. Boats, campers and recreational vehicles must be parked out of site of the street.
19. No building shall be located on any tract nearer than **(30)** feet from the front lot line. The minimum side yard shall be **(10)** feet and rear shall be **(20)** feet and must meet all county restrictions.
20. Satellite dishes are permitted however shall not be larger than 18” when they are within site of the street.
21. Above ground pools, antennas, and clothes lines shall not be visible from the street.
22. There shall be no commercial signs other than professionally printed real estate sale or lease signs limited to five square feet in size.
23. Every residence shall fully comply with all laws and health regulations of the Washington County Health Department and State Health Department. No outside toilets shall be permitted except during construction phase of a residence.
24. Any animals kept on said property shall be maintained subject to guidelines of the national and local humane societies and any applicable state and local laws/ordinances in effect at the time of said animals possession and therefore, not subjected to or propagated for reasons considered unlawful or detrimental to the well-

being of such animal. All animals shall be confined to the borders of the Tract Owner's real property and shall not create a nuisance to other property owners.

Animals are not permitted on the mini farm for commercial use.

25. There shall be reserved a 5' easement along all interior lot lines and a 10' easement on the inside of all exterior lot lines (that do not adjoin another tract) for purpose of utility installation where existing easements do not exist.
26. It shall be the obligation of each Tract Owner to provide, install, and maintain adequate culvert and drainage pipe under his tract's driveway as it crosses the creek or ditch line at the front of the tract in order that the natural flow of surface water will not at any time be blocked. The culvert or pipe must meet City of Johnson City or Washington County minimum drainage requirements as applicable. No Tract Owner shall interfere with or divert the natural flow of drainage crossing the tract.
27. Any fences shall be constructed of materials that are complimentary to the material and design of the residence. Chain link and chicken wire fences should be out of site from the road. Fence posts for livestock should be made of wood, not metal.
28. Pastureland shall be mowed a minimum of four times per year. Grass along the roadway will be kept neat and attractive.
29. Should the Developer or a majority of the Tract Owners determine a Tract Owner is in noncompliance of the Protective and Restrictive Covenants of the Webb Springs Mini Farm Subdivision, they must notify the violating Tract Owner of the violation by giving the violating Tract Owner a written and signed Notification of Covenant Noncompliance stipulating the specific noncompliance. The violating Tract Owner

shall have 45 days to comply prior to any legal action being taken. The Developer and / or the majority of the Tract Owners providing the notification of a violation reserve the right to take legal action to ensure compliance with the Protective and Restrictive Covenants of Webb Springs Mini Farms Subdivision. The Developer and / or Tract Owner shall notify all Tract Owners of the intent to take legal action to remedy continued noncompliance with these covenants.

30. The Developer has the right to annex and extend the end boundaries of the current tracts or to withdraw unsold boundary parcels at any time by filing a Supplemental Declaration in the Washington County, Tennessee Register of Deeds Office. The Declaration shall not require the consent of the existing Tract Owners but does require the consent of any owner being annexed if other than the Developer.

IN WITNESS WHEREOF, the Co-Trustees of the WEBB LIVING TRUST dated September 21, 2010 have executed this Declaration of Covenants, Conditions, Restrictions, and Easements as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Jon M. Webb, Co-Trustee of Webb Living Trust

\_\_\_\_\_  
Jayne W. Lettich, Co-Trustee of Webb Living Trust



STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, Jon M. Webb, Co-Trustee of the Webb Living Trust dated September 21, 2010, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, one who, upon oath, acknowledged himself to be a Co-Trustee of the Webb Living Trust dated September 21, 2010, the within named bargainor, who executed the foregoing instrument for the purposes therein contained, by signing his name as Trustee of the Webb Living Trust, dated September 21, 2020.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_,  
2024.

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority, a Notary Public, in and for the State and County aforesaid, Jayne W. Lettich, Co-Trustee of the Webb Living Trust dated September 21, 2010, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, one who, upon oath, acknowledged herself to be a Co-Trustee of the Webb Living Trust dated September 21, 2010, the within named bargainor, who executed the foregoing instrument for the purposes therein contained, by signing her name as Trustee of the Webb Living Trust, dated September 21, 2020.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

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

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