

**This Document Was Prepared By:**

Classic Country Land, LLC  
940 W Stacy Suite #140  
Allen, TX 75013

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Allen, TX 75013

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Classic Country Land, LLC

**DECLARATION OF COVENANTS AND RESERVATIONS**

From: September 16, 2025

Classic Country Land, LLC a Texas LLC is the owner of the following described real property situated in Perry County, Tennessee to wit:

Property Name: Big White Oak

LEGAL DESCRIPTION - Please see Exhibit "A"

**SECTION I: The following reservations and restrictive covenants are imposed upon the Property all of which are to be construed as covenants running with the title to the Property and with every part thereof.**

Classic Country Land, LLC intends to subdivide the property and sell the property in parcels and desires to protect the property from environmental harm and unpleasant living conditions.

The foregoing reservations and restrictive covenants are to run with title to the Property and shall be binding upon all parties and all persons owning any part of the Property and shall continue in force until September, 2055, and shall automatically be extended thereafter for successive periods of ten years, provided however, that the then-owners of two-thirds of the square feet of surface area contained in the Property may vote to change these reservations and restrictive covenants in whole or in part at any time.

If the owner or any person in possession of any part of the Property shall violate any of the reservations and restrictive covenants herein set forth, it shall be lawful for any other person owning any part of the Property to prosecute any proceedings at law or in equity against any person or persons violating any such reservations and restrictive covenants either to prevent the violation thereof, or to recover damages, or both. Invalidation of any of these reservations and restrictive covenants by judgment or court order shall in no wise affect any of the other restrictions and restrictive covenants all of which shall remain in full force and effect.

**Single Family Residential and Recreational Use Only:** All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Alabama State Building Codes and if applicable, Wayne County Building and Zoning Department regulations and permitted uses.

**Dwelling Type:** Conventional buildings, portable buildings, and tiny homes are all permitted. A travel trailer, recreational vehicle (RV), portable cabin, or camper unit may be used as a single-family dwelling. No structure of temporary character; tent, tent shack, or lean-to shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. There shall be only one single-family dwelling per five (5) acres of land.

**Pets and Livestock:** Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. A parcel may be used for ranching, including the use of keeping a reasonable number of horses and cattle thereon, provided the parcel has been fenced. Under no circumstances shall a stockyard or any other commercial activity (other than ranching) be permitted. No more than three (3) dogs are permitted. Dogs must be contained to your property.

**Waste and Debris:** Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is

not licensed. Waste materials must always be kept in closed containers. Burying or dumping of garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited.

**Environmental Protection:** Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

**Roads:** Deeded easements for all roads have been recorded. Individual owners are permitted to maintain these roads, however they are not obligated to do so. The use of commercial vehicles and heavy equipment is expressly prohibited, except when necessary for construction purposes. Should any road damage be incurred due to such use, the owners of said vehicles and/or equipment shall be required to repair the road to its original condition. If the owners of said vehicles and/or equipment are not the property owners, then the property owner shall ultimately be financially responsible for any and all damage and shall be required to indemnify and hold harmless all other owners. Delivery vehicles are permitted to use the access roads.

**Structure/Fencing Setbacks:** Owners must keep all required setbacks and easements clear of any structures, materials, or objects placed, stored, or erected. The designated setbacks are as follows: seventy (70) feet from any access road or recorded road easement and fifty (50) feet from any parcel boundary. Additionally, a twenty (20) foot interior perimeter utility and access easement is reserved along all parcel boundaries. Fences and mailboxes are the sole exemptions to the 70'/50' setbacks; however, they shall not encroach upon or interfere with any road or utility easement.

**Additional Subdivision of Parcels:** No parcel may be subdivided into more than 2 parcels without the express written consent of the Seller.

**Covenant Violations:** In the event of a covenant violation, notice shall be provided to the Owner, who shall have fifteen (15) days to remedy the default. Failure to cure the violation within said period will result in the Owner paying Classic Country Land, LLC twenty five (\$25.00) per day until the violation is fully cured.

**SECTION II: The foregoing reservations and restrictive covenants are to run with the land until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.**

**Residing on the Property:** You agree not to take up residence on the property until you have completed a Residency Permit from Classic Country Land, LLC. You further agree to keep Classic Country Land, LLC apprised of your full-time address.

**Single Family Residential and Recreational Use Only:** All parcels shall be used for residential and recreational purposes only. Under no circumstances shall any commercial activity be permitted, which includes commercial growing of marijuana. One (1) greenhouse for personal use is allowed, so long as it is not larger than 200 square feet (an 8'x24' greenhouse is 192 square feet for example). All uses shall comply with Tennessee State Building Codes and if applicable, Perry County Building and Zoning Department regulations and permitted uses.

**Dwelling Type:** Conventional buildings, portable buildings, and tiny homes are all permitted. A travel trailer, recreational vehicle (RV), portable cabin, or camper unit may be used as a single-family dwelling. No structure of temporary character; tent, tent shack, or lean-to shall be used on any Parcel as a residence. Such structures may be used for recreational purposes only but shall not be allowed to remain on any parcel for more than 21 days per calendar year. There shall be only one single-family dwelling per five (5) acres of land.

**Subleasing:** You agree not to rent, lease, sublet, loan, or assign any part of this property for the duration of this Contract for Deed.

**Pets and Livestock:** Farm animals are permitted with exceptions. They are not allowed to create any nuisance to neighboring landowners and must not contaminate natural streams or springs. No swine shall be raised, bred, or kept in a commercial capacity. A parcel may be used for ranching, including the use of keeping a reasonable number of horses and cattle thereon, provided the parcel has been fenced. Under no circumstances shall a stockyard or any other commercial activity (other than ranching) be permitted. No more than three (3) dogs are permitted per Contract for Deed. Dogs must be contained to your property.

**Utility/Water Installation:** Any utility construction on a parcel shall be the Buyer's responsibility at the Buyer's sole expense. Any well drilled on a parcel will also be the Buyer's responsibility and sole expense. Well permits must be obtained from the county if required.

**Waste and Debris:** Property must be kept free of any refuse, debris, and/or garbage: including but not limited to household wastes, derelict vehicles, inoperable machinery, old tires, or unused building materials. Derelict vehicles are defined as any vehicle that either does not run and/or is not licensed. Waste materials must always be kept in closed containers. Burying or dumping of garbage (including junk, trash, oil, petroleum, any other liquid, and solid waste) or littering of any kind on any parcel is strictly prohibited.

**Septic Systems:** If occupied by a residence; a septic system, composting system, a maintained portable toilet, or outhouse must be constructed in accordance with all federal, state, and local standards.

**Environmental Protection and Cutting Timber:** You agree not to cut or remove marketable timber (Any tree with a stump diameter of 16" and larger, no lower than 6" from ground level) from the property without the express written permission of JIPT4, LLC during the term of indebtedness. Should you violate this clause by cutting any tree or trees of stated size without permission, you agree to pay JIPT4, LLC not less than \$1,000 per tree cut. The beauty of the property is in the mixture of trees and open space. Trees having a stump diameter of 16" and larger, no lower than 6" from ground level may only be cut if the following conditions are met: a) are dead or dying or b) removal is required to clear land for building sites, access roads, fire prevention, enable installation of utilities, view corridors, or recreational open space. In any event, not more than twenty percent (20%) of any one parcel may be cut or cleared. Any timber cut from the property shall not be removed from the premises or sold for profit; including but not limited to logs, lumber, firewood, etc. Commercial wood harvesting is prohibited. Excavation and selling of surface or subsurface rock is prohibited. Any natural streams or springs on this property may not be dammed or re-routed and no foreign substances may be introduced into the waters thereof.

**Hunting:** Hunting of all kinds for all game or other animals, whether on foot or by vehicle, is prohibited on or from any of the access roads within the property. Please contact the State Wildlife Dept. for required licenses and seasons.

**Roads:** Deeded easements for all roads have been recorded. Individual owners are permitted to maintain these roads, however they are not obligated to do so. The use of commercial vehicles and heavy equipment is expressly prohibited, except when necessary for construction purposes. Should any road damage be incurred due to such use, the owners of said vehicles and/or equipment shall be required to repair the road to its original condition. If the owners of said vehicles and/or equipment are not the property owners, then the property owner shall ultimately be financially responsible for any and all damage and shall be required to indemnify and hold harmless all other owners. Delivery vehicles are permitted to use the access roads.

**Structure/Fencing Setbacks:** Owners must keep all required setbacks and easements clear of any structures, materials, or objects placed, stored, or erected. The designated setbacks are as follows: seventy (70) feet from any access road or recorded road easement and fifty (50) feet from any parcel boundary. Additionally, a twenty (20) foot interior perimeter utility and access easement is reserved along all parcel boundaries. Fences and mailboxes are the sole exemptions to the 70'/50' setbacks; however, they shall not encroach upon or interfere with any road or utility easement.

**Additional Subdivision of Parcels:** No parcel may be subdivided until the Contract for Deed has been paid in full and ownership has been conveyed to the purchaser.

**Covenant Violations:** In the event of a covenant violation, notice shall be provided to the Owner, who shall have fifteen (15) days to remedy the default. Failure to cure the violation

within said period will result in the Owner paying Classic Country Land, LLC twenty five (\$25.00) per day until the violation is fully cured.

No deviation of any kind shall be permitted from these covenants unless written permission is granted from the Seller.

In witness whereof, these reservations and restrictive covenants have been executed this day of August 11 2025

By: Emma Wigginton  
Emma Wigginton - Sales Manager

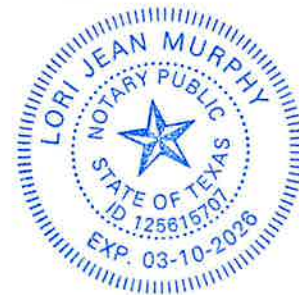
#### ACKNOWLEDGEMENT

State of Texas

County of Collin

On this 19 day of Sept, 2025, before me, the undersigned Notary Public, personally appeared Emma Wigginton, personally known to me (or proved to me based on satisfactory evidence) to be the persons who signed and executed the foregoing instrument in their authorized capacity.

Signature: Lori Jean Murphy



## Exhibit "A"

Beginning at a cotton spindle set in the centerline of White Oak Road East in the East line of Johnny Wheat as recorded in Deed Book D26, Page 687, Register's Office of Perry County, Tennessee, said point being the POINT OF BEGINNING; thence from the point of beginning and with the centerline of White Oak Road East, the following 70 calls; S.74°21'18"E., a distance of 248.93 feet; thence S.75°12'30"E., a distance of 176.14 feet; thence S.80°38'02"E., a distance of 139.63 feet; thence S.85°24'04"E., a distance of 557.97 feet; thence N.89°25'18"E., a distance of 205.06 feet; thence N.87°21'40"E., a distance of 128.43 feet; thence N.84°24'05"E., a distance of 216.98 feet; thence N.88°16'40"E., a distance of 140.59 feet; thence S.81°55'21"E., a distance of 131.09 feet; thence S.76°19'39"E., a distance of 195.47 feet; thence S.83°34'06"E., a distance of 170.15 feet; thence S.79°37'26"E., a distance of 116.38 feet; thence S.76°12'23"E., a distance of 278.98 feet; thence S.78°59'35"E., a distance of 193.54 feet; thence S.82°55'41"E., a distance of 160.77 feet; thence S.88°15'24"E., a distance of 159.96 feet; thence S.84°47'20"E., a distance of 50.54 feet; thence S.76°49'30"E., a distance of 131.11 feet; thence S.81°27'46"E., a distance of 98.62 feet; thence N.86°16'52"E., a distance of 221.37 feet; thence S.89°57'46"E., a distance of 85.30 feet; thence S.79°17'56"E., a distance of 193.46 feet; thence S.82°48'17"E., a distance of 167.43 feet; thence S.84°20'22"E., a distance of 225.54 feet; thence S.79°52'01"E., a distance of 60.11 feet; thence S.73°13'27"E., a distance of 86.48 feet; thence S.70°58'36"E., a distance of 123.78 feet; thence S.81°48'02"E., a distance of 100.46 feet; thence S.89°41'37"E., a distance of 98.54 feet; thence S.86°40'08"E., a distance of 72.61 feet; thence S.81°20'20"E., a distance of 68.22 feet; thence S.78°13'09"E., a distance of 178.37 feet; thence S.80°51'05"E., a distance of 95.72 feet; thence S.87°19'06"E., a distance of 99.65 feet; thence S.76°09'02"E., a distance of 109.00 feet; thence S.58°31'54"E., a distance of 149.08 feet; thence S.53°01'12"E., a distance of 271.55 feet; thence S.62°49'56"E., a distance of 141.24 feet; thence S.70°28'02"E., a distance of 103.74 feet; thence S.60°33'37"E., a distance of 112.50 feet; thence S.44°26'44"E., a distance of 246.27 feet; thence S.48°18'51"E., a distance of 102.82 feet; thence S.52°36'05"E., a distance of 395.63 feet; thence S.52°36'37"E., a distance of 298.74 feet; thence S.57°37'15"E., a distance of 426.30 feet; thence S.47°55'45"E., a distance of 202.04 feet; thence S.37°45'09"E., a distance of 225.57 feet; thence S.48°08'49"E., a distance of 132.26 feet; thence S.66°00'29"E., a distance of 38.32 feet; thence S.70°03'32"E., a distance of 122.84 feet; thence S.61°01'41"E., a distance of 199.82 feet; thence S.68°05'24"E., a distance of 140.78 feet; thence S.67°44'19"E., a distance of 176.19 feet; thence S.73°02'40"E., a distance of 181.64 feet; thence S.63°14'18"E., a distance of 174.06 feet; thence S.50°29'31"E., a distance of 248.21 feet; thence S.48°52'59"E., a distance of 253.59 feet; thence S.68°58'45"E., a distance of 113.54 feet; thence S.71°20'23"E., a distance of 329.15 feet; thence S.67°28'51"E., a distance of 147.06 feet; thence S.85°04'30"E., a distance of 155.45 feet; thence N.83°35'51"E., a distance of 245.09 feet; thence N.85°51'20"E., a distance of 223.43 feet; thence N.69°11'26"E., a distance of 158.94 feet; thence N.63°20'39"E., a distance of 218.71 feet; thence N.52°39'10"E., a distance of 173.79 feet; thence N.62°56'53"E., a distance of 81.28 feet; thence N.74°32'23"E., a distance of 84.21 feet; thence N.87°46'00"E., a distance of 97.02 feet; thence S.87°06'41"E., a distance of 161.38 feet to a cotton spindle set at the Northwest corner of William Frazier as recorded in Deed Book 189, Page 280, Wayne County, Tennessee and being in the centerline of a woods road; thence with said woods road, the following 32 calls; S.64°50'50"W., a distance of 123.35 feet; thence S.33°02'46"W., a distance of 93.86 feet; thence S.05°52'00"W., a distance of 147.85 feet; thence S.17°02'10"W., a distance of 110.82 feet; thence S.42°33'55"W., a distance of 78.00 feet; thence S.70°05'47"W., a distance of

73.33 feet; thence S.82°33'34"W., a distance of 136.67 feet; thence S.58°38'24"W., a distance of 76.55 feet; thence S.46°04'19"W., a distance of 142.25 feet; thence S.48°49'38"W., a distance of 228.23 feet; thence S.60°02'47"W., a distance of 142.41 feet; thence S.22°00'52"W., a distance of 130.56 feet; thence S.08°03'15"W., a distance of 156.08 feet; thence S.25°28'19"E., a distance of 43.34 feet; thence S.03°00'00"E., a distance of 78.96 feet; thence S.15°48'49"W., a distance of 94.49 feet; thence S.19°43'07"W., a distance of 105.49 feet; thence S.37°21'24"W., a distance of 86.47 feet; thence S.21°41'28"W., a distance of 85.39 feet; thence S.22°36'23"W., a distance of 85.56 feet; thence S.25°44'19"W., a distance of 240.53 feet; thence S.20°09'54"W., a distance of 82.84 feet; thence S.09°54'19"W., a distance of 140.72 feet; thence S.15°40'37"W., a distance of 93.58 feet; thence S.33°06'52"W., a distance of 157.56 feet; thence S.20°03'46"W., a distance of 94.87 feet; thence S.13°51'35"W., a distance of 76.33 feet; thence S.18°24'27"W., a distance of 189.41 feet; thence S.01°08'46"W., a distance of 93.22 feet; thence S.29°39'47"W., a distance of 168.39 feet; thence S.09°29'51"W., a distance of 246.02 feet; thence S.13°25'02"W., a distance of 176.30 feet to an iron pin set; thence leaving said road and continuing on with Frazier, N.81°33'35"W., a distance of 2,086.46 feet to a 12" marked oak tree at the Southeast corner of Ned Vigil as recorded in Deed Book 88, Page 170, Wayne County, Tennessee; thence with the East line of Vigil, N.25°58'37"W., a distance of 1,445.54 feet to an iron pin set in the centerline of a ridge road (Wayne county and Perry County Line); thence with the centerline of said ridge road, the following 29 calls; S.45°46'00"W., a distance of 164.93 feet; thence S.47°24'32"W., a distance of 92.89 feet; thence S.52°17'30"W., a distance of 82.21 feet; thence S.46°49'20"W., a distance of 57.21 feet; thence S.41°13'56"W., a distance of 127.47 feet; thence S.43°43'22"W., a distance of 62.40 feet; thence S.52°04'55"W., a distance of 56.26 feet; thence S.56°04'36"W., a distance of 115.51 feet; thence S.61°39'58"W., a distance of 252.84 feet; thence S.61°31'26"W., a distance of 69.03 feet; thence S.55°42'57"W., a distance of 123.88 feet; thence S.62°56'12"W., a distance of 228.35 feet; thence S.65°11'30"W., a distance of 281.26 feet; thence S.69°53'40"W., a distance of 141.56 feet; thence S.63°20'27"W., a distance of 189.23 feet; thence S.77°13'21"W., a distance of 269.55 feet; thence S.87°07'19"W., a distance of 153.62 feet; thence S.80°21'09"W., a distance of 119.20 feet; thence S.78°49'55"W., a distance of 37.70 feet; thence N.82°34'38"W., a distance of 45.97 feet; thence S.87°20'09"W., a distance of 81.34 feet; thence S.77°38'26"W., a distance of 155.71 feet; thence N.87°37'53"W., a distance of 151.87 feet; thence N.89°43'25"W., a distance of 291.18 feet; thence S.84°56'29"W., a distance of 59.88 feet; thence N.85°06'21"W., a distance of 132.26 feet; thence S.77°54'56"W., a distance of 144.74 feet; thence S.60°47'06"W., a distance of 326.66 feet; thence S.75°08'48"W., a distance of 87.30 feet to an iron pin set in the North line of Leinda Callahan as recorded in Deed Book 272, Page 429, Register's Office of Wayne County, Tennessee; thence with lines of Callahan, the following 2 calls; N.82°57'56"W., a distance of 2,009.55 feet to an iron pin found; thence S.05°06'34"W., a distance of 1,019.92 feet to an iron pin found at the Northeast corner of Samantha Davis as recorded in Deed Bok 272, Page 434, Register's Office of Wayne County, Tennessee; thence with the North line of Davis and then Robert Stewart, N.84°32'01"W., a distance of 2,036.12 feet to a 50" marked oak tree at the Northwest corner of Robert Stewart as recorded in Deed Book 80, Page 53, Register's Office of Wayne County, Tennessee; thence with the West line of Stewart and then Randall Bridges, S.04°27'34"W., a distance of 1,032.29 feet to a 14" marked oak tree at the Southwest corner of Randall Bridges as recorded in Deed Book 194, Page 19, Register's Office of Wayne County, Tennessee; thence with the South line of Bridges, S.85°34'30"E., a distance of 220.48 feet to an iron pin found at the Northwest corner of Randall Bridges as recorded in Deed Book 219, Page 911, Register's Office of Wayne County, Tennessee; thence with the West lines of Bridges, Estel



Vaughn, Luis Ibarra and Gina Kelley, S.05°28'27"W., a distance of 1,781.32 feet to a 20" marked elm tree in the North line of Gavin Iacono as recoded in Deed Book 230, Pag 831, Register's Office of Wayne County, Tennessee; thence with the North line of Iacono, N.80°56'01"W., a distance of 584.53 feet to an iron pin found at the Southeast corner of David Clark as recorded in Deed Book 265, Page 781, Register's Office of Wayne County, Tennessee; thence with the East line of Clark, the following 3 calls; N.05°07'15"E., a distance of 748.83 feet; thence N.01°13'02"E., a distance of 1,037.61 feet; thence N.01°55'09"E., a distance of 1,984.93 feet to an iron pin set in a ridge road at the Southeast corner of Roach Sawmill and Lumber as recorded in Deed Book W26, Page 878, Register's Office of Perry County, Tennessee; thence with lines of Roach Sawmill and Lumber, the following 2 calls; N.04°38'57"E., a distance of 1,014.13 feet to a 8" marked beech tree; thence N.82°25'02"W., a distance of 2,613.28 feet to a 8" marked hickory tree at the Southeast corner of Patricia Graham as recorded in Deed Book D13, Pag 783, Register's Office of Perry County, Tennessee; thence with lines of Graham, the following 10 calls; N.05°05'21"E., a distance of 1,677.24 feet; thence N.07°34'36"E., a distance of 1,164.15 feet to a 20" marked hickory tree; thence N.83°22'25"E., a distance of 160.06 feet to a rock found; thence N.08°37'40"E., a distance of 108.02 feet to a 30" marked gum tree; thence S.86°47'04"E., a distance of 142.02 feet to a rock pile found; thence N.00°43'44"E., a distance of 256.24 feet; thence N.20°00'54"E., a distance of 114.38 feet; thence N.31°56'52"E., a distance of 242.19 feet; thence N.44°49'44"E., a distance of 268.47 feet to a 12" marked ironwood tree; thence S.60°57'10"E., a distance of 170.01 feet to a rock pile found in the West line of Johnny Wheat; thence with lines of Wheat, the following calls; S.15°14'21"E., a distance of 373.93 feet to a rock pile found; thence S.82°36'37"E., a distance of 1,858.31 feet to a marked stump; thence N.10°19'33"E., a distance of 201.24 feet to a 8" marked maple tree; thence S.81°39'52"E., a distance of 760.71 feet to a 8" marked hickory tree; thence N.14°23'19"E., a distance of 1,180.26 feet to the POINT OF BEGINNING.

Containing 1,505.96 acres.