

**PROTECTIVE AND RESTRICTIVE COVENANTS
FOR
WALNUT BEND
Hawkins County, Tennessee**

KNOW ALL MEN BY THESE PRESENTS that Walnut Bend Development Corporation is the owner and developer of certain lots located in the First Civil District of Hawkins County, Tennessee, which form Walnut Bend as shown on map or plat of said subdivision drawn by Murrell Weems, Surveyor, of record in the Register's Office for Hawkins County, at Rogersville, Tennessee, in Map Cabinet 3, Envelope 891A, to which reference is hereby made. In order to preserve the natural setting and beauty of the subdivision, to establish and preserve a harmonious and aesthetically pleasing design for the subdivision, and to protect and promote the value of the property, the lots, dwellings and all improvements located therein or thereon shall be subject to the following restrictions. Every owner, by acceptance of title to his lot or dwelling, will be bound by the provisions of this document.

1. CONSTRUCTION APPROVAL: Whether or not provision therefore is specifically stated in any conveyance of a lot made by the developer, the owner or occupant of each and every lot, by acceptance of title or by taking possession covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications and plot plan have been approved in writing by the Plan Approval Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications plot plan so approved. **THIS PROVISION shall also apply to the cutting of trees with a diameter of 8 inches or more.**

Refusal or approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds which, at the sole discretion of the Committee. No alteration of the exterior appearance of the buildings or structures shall be made without like approval.

If no Committee exists, or if the Committee fails to take action on the plans and specifications within 30 days after written request therefore, then such approval shall not be required, provided that no building or other structure shall be erected which violates any of the covenants contained in these restrictions.

2. LAND USE AND BUILDING TYPE: The property herein described shall be used for single family residential dwellings for residential use. All buildings and structures erected upon said property shall be of new construction, and no building or structures shall be moved from other locations onto said property. No residence shall be erected, placed or permitted to remain on a lot other than one detached single-family dwelling not to exceed two (2) stories in height, exclusive of basement. No mobile homes, modular homes or manufactured homes shall be permitted. Only "stick built" on site homes shall be permitted. All structures must meet state and local building codes and subsurface sewage disposal requirements. No construction on any lot shall be done in such a way to materially increase the drainage of water onto adjacent lots. No duplex or other multi-family residences, or apartments shall be allowed.

3. DWELLING SIZE: Residences to be constructed on said premises shall contain a minimum of 1,100 square feet above basement level. Said square footage shall include all interior finished and heated spaces, but shall exclude garages and basement. A split foyer shall be considered above basement level.

4. FOUNDATION AND ROOF: No building shall be erected or maintained on said premises with exterior foundations of exposed concrete or cinder blocks. The main roof pitch shall be a minimum pitch of 6/12.

5. GARAGES AND CARPORTS: No more than two garages shall be allowed per dwelling with front or side entrance. Additional basement level garages are allowed so long as they are side or rear entry. No cars are to be parked on the street except for those belonging to temporary guests or visitors. Garage doors visible from the street must be kept closed when not in use.

6. SIDING: No aluminum siding shall be used. No wood or masonite panels shall be used for exterior siding. Vinyl siding shall be of the highest grade available on the market.

7. VENTILATORS AND EXHAUST FANS: Attic fans are allowed if placed on the rear part of the roof. A ventilator located on the side of the roof which is away from public view is allowed.

8. DETACHED STRUCTURES: Detached structures, such as storage buildings, garden houses, dog houses, playhouses, and treehouses, are discouraged, but not prohibited. The construction, design and materials used for the structures must be similar in quality and

appearance to that used on the original house. "Yard Barns" and other prefabricated structures, including metal buildings, are prohibited. No such structures shall be permitted in front yard.

9. UTILITY LINES: All utility lines and facilities serving the subdivision from a main service along the street or other utility location to structures in said subdivision shall be located underground.

10. MAINTENANCE: Each lot owner shall be responsible for maintaining his lot(s) and/or dwelling in a neat, clean, and sanitary condition, and such maintenance shall include all exterior surfaces of all dwellings and buildings, all lawns (cut to a maximum height of six (6) inches), trees, shrubs, hedges, and other landscaping. All unimproved lots shall be kept neat on a regular basis by bushhog or other manner of removing growth.

11. YARD DECORATIONS: Placement of hot tubs/spas are allowed in rear or side yards.

12. SWIMMING POOLS: Swimming pools are allowed only in rear or side yards and shall be screened from view from the street or road; pools are not allowed in front yards.

13. CONSTRUCTION OF IMPROVEMENTS: (a) The exterior of any improvement permitted by these covenants shall be completed within one (1) year after the construction has been commenced. (b) No temporary house, shack, tent, barn, other outbuilding or construction trailer shall be permitted on any lot or dwelling, except for social functions, nor shall any stable, poultry house or yard, rabbit hut, or other similar yard structure be constructed on any lot or dwelling. (c) Upon completion of construction, lot owners shall cause their contractors to immediately remove all equipment, tools and construction material and debris from the lot and dwelling on which construction has been completed.

14. LANDSCAPING: (a) No hedge, tree or shrubbery planting shall be placed or permitted to remain on any lot or dwelling where such hedge, shrubbery, or tree interferes with traffic sight lines, including sight lines at the intersection of a driveway and a road or street in the subdivision. (b) If any gardening area or planting is not maintained properly, the owner will be required to return that area to its original state and condition.

15. VISUAL BARRIERS: Garbage receptacles, fuel tanks, wood piles, gas and electric meters, central heat and air systems, materials, supplies, and equipment which are stored outside by owners must be placed and stored in order to conceal them from view from roads and adjacent properties.

16. USE OF LOTS AND BUILDINGS: Each lot and dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a dwelling as an office by an owner or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any lot or dwelling be used as a storage area or office for any building contractor, real estate developer or real estate sales office.

17. EXTERIOR APPEARANCE: No window or wall-mounted air conditioning or heating units are allowed. No projection of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks. No fuel storage tanks for any purpose may be installed on any lot, unless screened or fenced in such a manner as approved by the Architectural Committee.

18. SIGNS: No signs or advertising posters of any kind shall be maintained or permitted within any windows, on any lot, the exterior of any improvements located within the subdivision, or elsewhere on any portion of the property. The exception to this shall be signs required by legal proceedings, real estate signs, and campaign signs. These signs shall be removed immediately after their purpose is served.

19. COMMON AREA LIGHTING: There shall be no common area lighting except as prescribed by the Architectural Committee.

20. ANTENNAS: Television, radio, or other telecommunication towers are prohibited. All television, radio or telecommunication antennas must be placed in the attic of the residence, unless an alternative location is approved by the Architectural Committee.

21. PETS: No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any owner upon any portion of the subdivision, with the exception of generally recognized house pets, and such pet or pets are kept or maintained solely as domestic pets and not for any commercial or breeding purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Pets shall not be allowed to run free.

22. MAILBOXES: In order to promote uniformity and to make a more desirable community, all mailboxes and their locations must be approved by the Architectural Committee.

23. NUISANCES: No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the subdivision, nor shall any nuisance or odors be permitted to exist or operate upon or arise from any lot so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portion of the subdivision. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

24. MOTOR VEHICLES, TRAILERS, BOATS, ETC: No junk vehicle, commercial or industrial vehicles such as, but not limited to, cars, moving vans, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses or non working vehicles shall be regularly or habitually parked on any lot. No storage or boating equipment, travel trailers, camping equipment or recreational vehicles shall be visible from the street. No owners or other occupants of any portion of the subdivision shall repair or restore any vehicle of any kind upon or within any lot or dwelling or on the street, except within enclosed garages or workshops, or for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility. Untagged pleasure or sport riding of motorized vehicles is prohibited within the subdivision, including but not limited to motorcycles, mopeds, ATV, dirt bikes, four wheelers, or any off road vehicles with noisy mufflers.

25. TIME SHARING: No lots or dwellings may be sold under any time sharing, time-interval, or similar right-to-use programs.

26. BICYCLES, ETC: Bicycles, skateboards, big wheels, and similar equipment shall be kept in the garage or inside residences when not in use.

27. HUNTING: Hunting is prohibited on any lot or common area; the discharge of any weapons on any property is prohibited.

28. WOODPILES: Woodpiles shall be at least two feet away from walls of homes to deter termite activity and must be located behind the dwelling.

29. LEASES: Leases shall be for a minimum of three (3) consecutive months. Lessee shall be required to abide by these covenants and restrictions.

30. NEIGHBORLY CONSIDERATION: Residents shall practice reasonableness and consideration of others in regard to the appearance of the community.

31. EASEMENTS AND SET BACKS: All owners shall comply with the easement and setback requirements set forth in the recorded subdivision map recorded in Map Cabinet 3 Envelope 891A and B in the Register's Office for Hawkins County, Tennessee.

32. ENFORCEMENT: The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, and changes now or hereafter imposed by the provisions of this document. Failure by the Association or by any owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The developer or any owner may seek appropriate injunctive relief. In addition, if a violation continues to exist for more than thirty days after written notice from any owner, the developer or owner may take corrective action to remedy the violation and may seek a money judgment against the violator for reimbursement of the expenses. If the developer or any owner obtains a court order including a money judgment, they shall be entitled to court costs and reasonable attorney fees as well.

33. TERM: These covenants are to run with the land and shall be binding on all parties, their heirs, successors and assigns, and all persons claiming under them for 20 years and shall automatically be renewed for successive 10-year periods unless 75% of all owners agree otherwise in writing. These covenants may be modified by 75 % consent of all lot owners in writing.

34. DEVELOPMENTAL TOOLS: Nothing contained in these covenants and restrictions shall prevent the owner or any person designated by the Declarant from erecting or maintaining such commercial and display signs, such temporary dwellings, model houses, or other tools as are deemed necessary for completion and sale of the development.

35. RESUBDIVISION: No lot shall be resubdivided into smaller lots except when all portions subdivided are included in adjacent lots.

36. PLAN APPROVAL COMMITTEE: The Developer shall initially appoint up to three persons to a Committee to be known as the "Plan Approval Committee". The Developer may be one of the committee members or the sole member of the committee. The developer shall have discretion to remove members from the committee without cause. After 50% of the lots are sold in the subdivision, all privileges, powers, rights, and authority shall be exercised by and vested in the Committee, until the owners conduct a meeting at which they shall elect three initial members for staggered terms of one, two and three years. Thereafter the owners shall meet annually to elect one new member to replace the expired member for a three year term. At any

meeting called by a majority of the property owners, any committee member may be removed and replaced by a majority vote of all property owners. The Committee shall keep written records of its meetings. The Committee shall meet within ten days of receiving plans for a proposed construction. The Committee may seek injunctive relief or other assistance of the courts to enforce its decisions and if successful, will be entitled to reimbursement of attorney fees and costs.

37. HOMEOWNER'S ASSOCIATION: For the purpose of maintaining common areas, roads (other than roads maintained by the applicable government authority), community services, and recreational facilities, including a swimming pool and/or tennis courts, if any, every lot owner, in accepting a deed or contract for any lot in Walnut Bend, agrees to and shall be a member of and be subject to the obligations, including the obligation to pay dues, and the duly enacted Bylaws and rules of the Walnut Bend Home Owner's Association, a nonprofit corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 23rd day of September, 2004.

Stephen A. Nelson
President
Walnut Bend Development Corp.

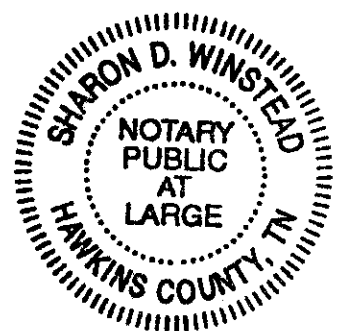
**STATE OF TENNESSEE
COUNTY OF HAWKINS**

Personally appeared before me, the undersigned Notary Public in and for said State and County, Stephen A. Nelson, with whom I am personally acquainted, and who upon oath acknowledged himself to be President of Walnut Bend Development Corporation, the within named bargainor, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein, by signing the name of said Corporation by himself/herself as President.

WITNESS my hand and official seal at office this 23rd day of September, 2004.

Sharon D. Winstead
NOTARY PUBLIC

My commission expires: 12/04/05



BK/PG:718/645-648	
04008474	
4 PGS : AL - SUB. RESTRICTIONS	
JUDY BATCH: 18360	
09/24/2004 - 01:25 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00
STATE of TENNESSEE, HAWKINS COUNTY	
JUDY KIRKPATRICK	
REGISTER OF DEEDS	