

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
for
WOODLAND RIDGE

This Declaration, made and executed by Woodland Ridge Land Company, Inc. hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the Property; and

WHEREAS, Declarant agrees that the use, appearance, and maintenance of all the Property are of mutual interest and concern to all the Owners of Lots or Tracts in the Property; and

WHEREAS, Declarant desires for the Property to be subject to all terms, covenants, conditions, restrictions and easements set forth herein.

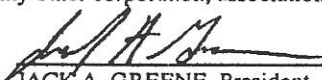
NOW, THEREFORE, Declarant hereby declares that the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Property. The covenants, conditions, restrictions and easements shall run with the land and be binding on all parties holding or acquiring any right, title or interest in the Property, or any part thereof, whether or not so expressed in any deed or other conveyance, and shall inure to the benefit of each owner thereof.

All tracts are restricted as follows:

- (1) Tracts shall be used for residential purposes only.
- (2) No business enterprise of any kind shall be conducted on the property.
- (3) There shall be no cutting of merchantable timber, except for the underbrush and clearing for driveway, yard and garden areas. No logging.
- (4) No excavation of earth from any tract shall be used for commercial purposes. No ponds or lakes shall be installed without the prior written approval of the Declarant. Any construction or other activity affecting streams or wetlands shall be constructed in accordance with all federal, state and local laws.
- (5) There shall be no accumulation of debris, refuse, or trash. No placement or storage of junk; and no placement of non-operating vehicles or machinery on property. No automobile without current license plates or in inoperable condition, used lumber, building materials, or other junk or debris will be allowed to stand on or be accumulated on property. No unsightly structures made of, but not limited to tar paper, plastic or canvass shall be constructed upon the property. Any piles of firewood must be neatly stacked. Any boat or utility trailers must be parked in the rear or dwelling.
- (6) No noxious or offensive activity shall be conducted on any lot or tract within the subdivision, nor shall anything thereon which may be or become an annoyance or nuisance to the neighborhood.
- (7) No multi-family residences shall be located on the property.
- (8) Tracts of ten (10) acres or more may be re-subdivided to incorporate separate tracts containing a minimum of five (5) acres. No tract may be subdivided to a size of less than five (5) acres. Only one homesite shall be allowed per five (5) acre tract.
- (9) The property shall be subject to utility easements of thirty (30) feet on the front of each tract.
- (10) No streets, ditches, signs, or other improvements in said subdivision may be modified or altered without the written consent of the Declarant or its successors or assigns.
- (11) Any house or mobile home shall be suitable for the lot and harmonious with other residences in the area, and generally shall promote the beauty, harmony and desirability of said area as a residential development.
- (12) Any construction on the property must be completed within Nine (9) months of the commencement of the construction.
- (13) No buildings or structures shall be placed within one hundred (100) feet of any front or rear property line, thirty (30) feet of any side property line nor within one hundred (100) feet of any flowing streams unless approved in writing by Declarant.
- (14) No single-family detached dwelling house or mobile home shall be erected or permitted to remain on the property unless it has a minimum of 1,000 square feet of living area on the ground floor.
- (15) Mobile homes must be new or in excellent condition and not over two (2) years old when placed on the property. Mobile homes may not have a metal roof or metal siding and all hitches and wheels must be removed.
- (16) All homes must be completely enclosed around the bottom (commonly called skirting) within 30 days of installation on the tract. Skirting may be custom or vinyl material.
- (17) Any additions made to homes or mobile homes (carports, screen rooms, decks, porches, etc.) shall be constructed of new, similar materials, and be built in harmonious design and color to match the home or mobile home.
- (18) Storage and utility buildings must be in conformity with the residence upon the tract upon which they are located.

STATE OF TENNESSEE, COUNTY OF SEQUATCHIE
THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED IN:
NOTEBOOK # 8 PAGE # 104 AT: 11:57 O'CLOCK AM 4.4 2000
AND RECORDED IN: 1115 BOOK # 55 PAGE # 514
STATE TAX PAID: 1000 FEE: 200 RECORDING FEE: 800
TOTAL PAID: 1000 RECEIPT # 46240
WITNESS MY HAND: Quete Grant, REGISTER
_____, DEPUTY REGISTER

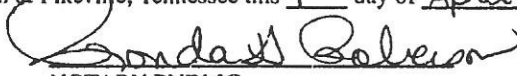
- (19) All structures, including but not limited to residences, fences, decks, porches, out buildings and driveways, must be constructed of new materials and must be constructed in compliance with all federal, state and local laws, and shall be maintained in a good state of repair. Residences shall be maintained in good repair at all times, including washing or painting if necessary.
- (20) All homes shall be reasonably landscaped within 30 days of installation.
- (21) All sewage disposal shall be handled by septic tanks and field lines.
- (22) Driveways must be graveled, chip and tarred or paved.
- (23) Parking or storage of campers, trailers, boats and other recreational vehicles, or any vehicles with a GVW in excess of 1/4 ton is prohibited except within an enclosed garage or except near the residence.
- (24) No sign of any kind shall be displayed to the public view on any lot or tract except one sign of not more than one (1) square foot indicating the identity of the owner of the property and/or one (1) "For Sale" sign, of the type customarily used by persons selling residential property.
- (25) All garbage and trash cans must be hidden from view.
- (26) There shall be no clotheslines erected or installed on the property.
- (27) Any major mechanical repair work performed on any motor vehicle shall be done in an enclosed garage or carport, and shall not be visible from any street.
- (28) Farm animals must be contained in rear of any dwelling.
- (29) No more than four (4) dogs shall be allowed per dwelling and must be penned or leashed.
- (30) Camping allowed only with consent of the Declarant.
- (31) These restrictions shall constitute a servitude with the land and shall expire 99 years from the date hereof.
- (32) In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the subdivider and the owners of the land tracts in the subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms thereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the subdivider shall have the right whenever there shall have been built on any tract in the subdivision, any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.
- (33) The failure to enforce any right, reservation, restriction, or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The validation of any court of any restriction herein contained shall not in any way effect any other restrictions but they shall remain in full force and effect.
- (34) Any of the restrictions herein contained may be altered, amended or canceled as to any tract upon the recording in the Public Records of Sequatchie County, Tennessee, of an instrument executed by Woodland Ridge Land Company, Inc. setting forth such change.
- (35) Woodland Ridge Land Company, Inc., its successors or assigns, may assign any and all of its rights, powers and privileges under this instrument to any other corporation, association or person.


JACK A. GREENE, President
WOODLAND RIDGE LAND COMPANY, INC.

STATE OF TENNESSEE, BLEDSOE COUNTY

Personally appeared before me the undersigned, a Notary Public in and for said County and State, the within named Woodland Ridge Land Company, Inc. JACK A. GREENE, President, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness by hand and official seal at Pikeville, Tennessee this 4 day of April, 2000.


NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/24/2000

This instrument prepared by:
WOODLAND RIDGE LAND COMPANY, INC.
P.O. Box 188
Ft. McCoy, Florida 32134

