

**DECLARATION OF RESTRICTIONS, EASEMENTS, RESERVATIONS,
LIMITATIONS, AND COVENANTS FOR RIVER BEND
AS AMENDED APRIL 26, 1996**

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THIS DECLARATION, made this 26th day of April, 1996, by JDL PROPERTIES, INC., hereafter referred to as "Declarant," replaces prior restrictions recorded in Miscellaneous Book 19, page 387, *et seq.*, in the Register's Office of Van Buren County, Tennessee.

WITNESSETH:

WHEREAS, Declarant is presently the Owner of that certain tract of real property located in the Second (2nd) Civil District of Van Buren County, Tennessee, described on the attached Exhibit A.

WHEREAS, Declarant desires to set forth a plan of development to insure the preservation and enhancement of property values within the said development; and

WHEREAS, Declarant believes it to be in the best interests of Declarant and all future property Owners in the said development to control and regulate the use of the real property located therein; and

WHEREAS, Declarant has subdivided the real property into Lots with the intention of selling the said lots to certain lot owners; and

WHEREAS, Declarant desires that the said lot owners shall construct on the lots single family residence houses, vacation villas and resort homes; and

WHEREAS, Declarant intends that the restrictions, easements, reservation, limitations and covenants contained in this Declaration and all amendments thereto shall apply for the benefit of all lots; and

WHEREAS, Declarant desires that the terms and provisions of this Declaration and all amendments thereto shall run with the land and be binding on all lot owners, their heirs, executors, administrators successors and assigns.

NOW, THEREFORE, Declarant declares that all the real property described on the attached Exhibit "A" shall be subject to the terms, conditions and provisions of this Declaration and the lots contained within the development shall be held, transferred, developed and occupied only subject to these restrictions, easements, reservations, limitations and covenants as hereinbefore and hereinafter set forth.

**SECTION 1
DEFINITIONS**

1.1 Declaration: the terms, conditions and provisions contained in this document and all subsequent amendments to it.

1.2 Owner: JDL PROPERTIES, INC., or its successors in interest by conveyance, assignment, devise or operation of law.

1.3 Declarant: JDL PROPERTIES, INC., or its successors in interest by conveyance, assignment, devise or operation of law.

1.4 Plan of Development: the scheme or plan of subdivision and improvement of the real property as set forth in this Declaration, the documents of conveyance to lot owners, the Plat of the subdivision, the drawings brochures, and other materials distributed by Owner.

1.5 Plat: the subdivision Plat of River Bend, recorded in Plat Book 2, pages 52 and 53 in the Register's Office of the Van Buren, Tennessee, including all of the property subject to this Declaration.

1.6 Lots: the subdivided parcels of real property contained within the Plat and Exhibit "A" which shall be sold from time to time to lot owners.

1.7 Lot owners: purchasers of one or more lots within the Plat and all future successors in interest by voluntary transfer, devise, operation or law, court decree or inheritance.

1.8 House: an improvement erected upon one or more of the lots built to serve as a dwelling unit. A house shall include a single family home, a resort villa, a vacation home and the like.

Superseded Restrictions See Misc Book 19 Pg 387 Pl. 6-29-95 G.L.H.M.

1.9 Other Improvements: any improvement or structure added to or erected upon one or more Lots, other than a House. Other Improvements include fences, docks, walls, barbecues, and the like.

1.10 Easements: reservations or grants of the right to use a portion of the platted property and a portion of each Lot for purposes of public utilities, right-of-way, and the flow of water for irrigation and drainage.

1.11 Architectural Control Committee ("Committee"): a committee as further defined herein whose purpose is to control improvements to lots so as to provide for a common scheme of development to insure aesthetic quality and to enhance and preserve the value of the real property to the lot owners.

1.12 Lot Owners Association ("Association") as further defined herein.

SECTION 2
PURPOSE OF DECLARATION AND REAL PROPERTY SUBJECT TO DECLARATION

Consistent with Owner's Plan of Development, this Declaration has been created and filed for record to provide for a common scheme of development to insure aesthetic quality and to enhance and preserve the value of the real property to the Lot Owners.

All lots in the Plat are subject to the provisions of this Declaration, and the provisions of this Declaration shall run with the land and benefit the estate and title of all future lot owners.

SECTION 3
ENFORCEABILITY

The provisions of this Declaration and all subsequent amendments hereto are enforceable by Owner, Declarant and the lot owners by any available legal or equitable means, including but not limited to, injunction, specific performance and damages. Should it become necessary for Owner, Declarant or any lot owner to file any suit or cause of action to enforce the provisions of this Declaration, attorneys' fees shall be awarded to that person or party as an element of damages or as costs if that party or person prevails in the suit or cause of action.

SECTION 4
EASEMENTS

Easements for public utilities and easements for drainage and irrigation are set forth in the Plat of the subdivision.

SECTION 5
NUISANCES

5.1 The lot owners shall avoid causing any nuisance including the following:

- (a) pollution of water
- (b) pollution of air
- (c) production of excessive noise
- (d) creation of noxious fumes or odors
- (e) burning of trash or waste
- (f) accumulation of trash or garbage

SECTION 6
BOATS AND BOATING

6.1 The use of any boat by a lot owner, his family or guests must not be unduly disturbing to resident sport fishing.

6.2 All boats and water craft must be well maintained to ensure the following:

- (a) No leakage of petroleum or other foreign substances.
- (b) No loud or offensive noises other than customary for normal inboard or outboard operation.

6.3 All boats and water craft must be operated in such a fashion as to not cause offensive wake.

6.4 All boats and water craft may not block waterway, this is to include docks.

6.5 All boats must be in a covered area out of site on all non-waterfront lots.

SECTION 7
AUTOMOBILES AND OTHER VEHICLES

7.1 This Section pertains to all motorized vehicles constructed or capable of transporting people.

7.2 Only operative automobiles or other vehicles may be maintained on a regular basis at any House.

7.3 All automobiles or other vehicles used or maintained by lot owners, their families or guests, must be well maintained to prevent the following:

- (a) loud noises
- (b) noxious fumes
- (c) abandoned vehicles
- (d) junk vehicles and junk boats
- (e) partially assembled or disassembled vehicles

SECTION 8 MAINTENANCE OF LOTS

8.1 Each lot owner shall maintain his or her lot in keeping with the overall Plan of Development.

8.2 Each lot shall be kept in its natural condition or it shall be landscaped in a fashion compatible with the environment and the Plan of Development.

8.3 There shall be no accumulation of foreign objects on the lots such as the following:

- (a) automobile or other vehicle parts
- (b) boat or other water craft part
- (c) trash
- (d) garbage
- (e) junk
- (f) building materials
- (g) tents or other temporary structures
- (h) temporary sheds

8.4 No lot owner may cut down or remove any tree with a diameter of more than twelve inches (12") without the permission of the Committee.

8.5 Owner may demand at any time that a lot be cleaned, mowed or repaired in accordance with this Section by delivering written notice to that effect to the Lot Owner. The written notice shall demand that the lot owner clean, mow or repair the lot within ten (10) days. In the event that the lot owner fails to so clean, mow or repair the lot within that time period, or such other time period as is allowed by Owner, Owner may clean, mow or repair the lot and charge the lot owner for the expenses incurred. In the event the lot owner refuses to pay to Owner the costs incurred within sixty (60) days of notification by Owner of the charges so incurred, Owner shall be entitled to a lien against the lot for the incurred charges. The lien shall be complete and perfected upon the filing by Owner of an affidavit in the Official Records of Van Buren County, Tennessee, setting forth the amount and nature of the charges incurred.

SECTION 9 HOUSE AND OTHER IMPROVEMENTS

9.1 No house or other improvement shall be constructed, erected or placed upon any lot without approval of the plans thereof by the Committee.

9.2 Within thirty (30) days of the submission of a set of plans for the construction of a house or other improvement to the Committee, the Committee may approve the plans, approve the plans with amendments or reject the plans. Should the Committee fail to take action within this thirty (30) days, approval will be deemed as given.

9.3 Any house or other improvement erected, constructed or otherwise installed upon any lot, not in conformity with approved plans shall be considered to be in violation of the terms of this Declaration and will be removed or destroyed at the cost or expense of the offending lot owner.

9.4 No chain link type fence shall be installed or erected on any lot without foliage coverage.

9.5 Lot owners shall have one (1) year from the start of construction of any structure to complete said structure, but, upon approval of the Committee, an extension may be granted.

SECTION 10 PETS AND OTHER ANIMALS

10.1 Lot owners may own and keep pets so long as ownership does not conflict with Section 5.1. Pets shall be controlled by the lot owner to remain on their own property and all lot owners shall be responsible for actions of their pets.

10.2 No lot owner may have pigs, cows, horses, goats, sheep, poultry, other farm animals or nontraditional animals which require access to the out-of-doors. The keeping of any pet other than dogs, cats, fish and indoor birds shall require written approval from the Owner and Declarant. This approval may be temporary and may be limited by conditions stated therein.

EXHIBIT A

Lying and being in the SECOND Civil district of VAN BUREN county, Tennessee, and more particularly described as follows:

Located in the Cummingsville Community of the Second civil district of Van Buren County, Tennessee, and beginning on a concrete right-of-way monument located approximately 100 feet East of the center of State route #111, said monument is the Southwest corner of this described parcel and also a corner for the remainder of the William Donald Brock property and is farther located approximately 640 feet South of the South end of the Caney Fork River Bridge; thence leaving William Donald Brock et al and going with the Eastern right-of-way of State Route #111 (approximately 100 feet East of center line) N07-59-44W 645.98 feet to a point on the Southern bank of the Caney Fork River; thence leaving said right-of-way and going up said river with its Southern bank S76-55-37E 324.95 feet, S79-37-11E 94.93 feet, S75-20-40E 375.84 feet, S77-56-55E 124.72 feet, S66-16-20E 98.10 feet, S67-47-31E 79.24 feet, S71-30-28E 186.80 feet, S81-34-09E 892.62 feet, N83-18-22E 137.89 feet, N65-35-33E 102.79 feet, N75-24-49E 192.99 feet, N74-51-04E 174.34 feet, N72-30-00E 253.03 feet, N67-03-37E 298.70 feet, N76-01-08E 212.23 feet, S80-32-38E 155.50 feet, S65-54-43E 180.74 feet, S49-32-02E 218.17 feet, S49-45-22E 124.61 feet, S49-16-03E 172.48 feet, and S47-44-12E 209.75 feet to a fence post marking the Easternmost corner of this described parcel; thence leaving said river and going with William Baker along a fence S67-14-18W 16.50 feet, S62-40-20W 43.12 feet, S64-55-16W 120.45 feet to a 20 inch poplar, S64-52-01W 238.10 feet, S63-42-06W 227.84 feet, S63-08-33W 122.59, S64-36-19W 217.73 feet, S64-31-18W 37.11 feet, S65-48-57 W 154.19 feet, S78-39-00W 83.83 feet, S77-14-41W 389.63 feet to a 4 inch cedar marking the Northwest corner of Kenneth Lewis; thence leaving Lewis and going with the remainder of the William Donald Brock property N77-18-35W 329.65 feet to a 1 inch pipe, N85-02-38W 726.27 feet, N72-00-32W 1306.26 feet and N73-58-55W 397.96 feet to the beginning, containing 68.92 acres as surveyed by David H. Bradley -- Land Surveying Company R.L.S. No 1137, Route 9, Box 190K, Sparta, Tennessee 38583, on 11 November, 1994.

The above described real estate is a portion of the property acquired by J.D.L. Inc., by deed of record in Warranty Deed Book No. 3, page 521, in the Register's Office for Van Buren County, Tennessee.

SECTION 11
USE OF HOUSES BY NON-OWNERS

1.1 Lot owners may permit the use of house by guests, renters and other non-owners, but each lot owner remains responsible and accountable for the use of his house and lot in accordance with the terms of this Declaration. Nothing in this section shall be interpreted as to relieve any non-owner of personal responsibility for his or her actions.

SECTION 12
MAINTENANCE AND ASSESSMENTS

12.1 Declarant and Owner contemplate and desire the formation of a Lot Owners Association ("Association"). There are common areas which the Association will be required to maintain, and each lot owner is expected to maintain his real property in accordance with the terms of this Declaration.

12.2 Declarant and Owner, jointly or severally, reserve the right so long as either owns a single lot in the Plat, to assess any lot owner for expenses incurred by Declarant or Owner in enforcing the provisions of this Declaration.

12.3 Any assessments by Declarant or Owner against any lot owner to enforce the provisions of this Declaration shall and will serve as a lien against the property of that lot owner in the Plat. The lien shall be perfected upon recordation of said lien in the Register's Office of Van Buren County, Tennessee, setting forth the provisions of this Declaration which have been violated or breached and the expenses incurred to enforce the Declaration.

12.4 Upon substantial completion of development and sales, the Owner shall declare the formation of a Lot Owners Association for the purpose of maintenance and beautification of the Plat. Once said Association is established, all lot owner shall be deemed members and made subject to the incidences of such membership including the responsibility for paying reasonable dues.

12.5 Owner or Declarant may levy punitive assessments in an amount not to exceed \$100.00 per day for each violation of this Declaration where such violation is made by a lot owner, the members of his family, his guests, his tenants or others occupying the premises with his permission. Punitive assessments shall constitute a lien on the property of the offending lot owner ninety (90) days after demand of the lot owner to pay the punitive assessment. To perfect the lien of the punitive assessment, Owner or Declarant shall record an affidavit in the Register's Office of Van Buren County, Tennessee, setting forth the violation in question and the reasons for the imposition of the punitive assessments.

SECTION 13
ARCHITECTURAL CONTROL

13.1 There shall be an Architectural Control Committee ("Committee").

13.2 Initially the Owner shall be the Committee.

13.3 The Owner may, at any time, designate one or more members of the board of directors to function as the Committee. The person or persons so designated shall have full power to perform all functions of the Committee.

13.4 The Owner may, at any time, designate a successor Committee. Such successor Committee shall be composed of three (3) members. Only lot owners, the Owner's officials and members of Owner's board of directors shall be qualified to serve on the Committee. The Owner shall always be entitled to have one of Owner's officials or members of Owner's board of directors on each successor Committee. Upon the naming of such a successor Committee, there shall cause to be recorded in the Official Records of Van Buren County, Tennessee, a document evidencing the naming of such successor Committee and naming the Committee members. The Committee members so appointed shall serve until death, resignation or termination of lot ownership in the Plat. The remaining members of the Committee shall select a successor.

13.5 No house or other improvement shall be erected without approval of the Committee.

13.6 Unless specifically excepted by the Committee, the following restrictions apply to all lots and lot owners:

- (a) No house shall be erected, constructed or placed on any lot unless it contains at least 1500 square feet of covered, enclosed living area. Porches, garages, overhangs and basements shall not be counted.
- (b) There shall be no rental units other than the principal dwelling structure.

(c) There shall be no signs of any character displayed except modest "for sale" signs and modest signs by lot owners designating the owner of a lot or lots. All signs require the Committee's approval before erection.

(d) There shall be no commercial activities conducted on the premises except those conducted by Owner.

(e) There shall be no clothing, laundry or wash aired or dried on any portion of the Lot or house within visibility of the highway, road, waterway or surrounding homes.

(f) There shall be no mobile homes or modular homes located on any lot. Trailers, campers or recreational vehicles placed on any lot which can be seen from the highway, road, waterway or surrounding homes must be enclosed.

(g) There shall be no vinyl siding except on overhangs and soffits. All out buildings must have the same exterior finish as the main residence, such as, wood, brick, stucco, etc.

(h) All garages shall be side or rear entry only. All driveways shall be concrete or pavement.

SECTION 14 AMENDMENT OF DECLARATION

14.1 Declarant retains the right to amend this Declaration until such time as all lots on the Plat have been sold to lot owners. However, no amendment to this Declaration shall serve to deprive any lot owner of vested property rights.

14.2 Owner shall always have the right to amend this Declaration so long as vested property rights are not impaired or affected.

14.3 Lot owners, by unanimous vote, may amend this Declaration at any time so long as such amendment does not affect the use and enjoyment of any vested property rights.

SECTION 15 MISCELLANEOUS PROVISIONS

15.1 The terms and conditions of this Declaration and any later amendment hereto shall be deemed to be covenants running with the land in perpetuity and shall be binding on all persons or entities owning any real property or an interest therein within the Plat.

15.2 Each section of this Declaration and each sentence contained within each section shall stand on its own and shall not be invalidated or nullified by the nullification or invalidation of any other section or sentence.

15.3 Neither Declarant nor Owner shall be responsible or liable for any loss or damage to any person or entity by virtue of the provisions of this Declaration. Neither Declarant nor Owner shall have any duty to enforce the provisions of this Declaration.

IN WITNESS WHEREOF, JDL Properties, Inc., has caused this Declaration to be executed in its name by its officers duly authorized on the day and year first above written.

ATTEST: [Signature] JDL PROPERTIES INC.
Secretary

By: [Signature]
President

STATE OF TENNESSEE

COUNTY OF VAN BUREN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Darin Lance well known to me to be the President and Secretary respectively of JDL PROPERTIES INC., a corporation, and that he, as president, executed the same freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 26th day of April, 1996.

STATE OF TENNESSEE COUNTY OF VAN BUREN
The foregoing instrument and certificate were noted in
Notebook G Page 235 At 11:00 Clock AM 1996
and recorded in MISC Book 20 Page 74
State Tax Paid \$ -0- Fee 0 Recording
Fee 24.00 Total \$ 24.00 Receipt No. 28372
Witness my hand Linda S. Summers

[Signature]
Notary Public, State of Tennessee
My Commission Expires: 10-20-98