

SUPPLEMENTAL DECLARATION

PROTECTIVE COVENANTS

RIVERBEND SUBDIVISION

AT THUNDER HOLLOW

R E C I T A L S

1. Lake Properties, Inc., a Tennessee corporation, hereinafter referred to as "Developer", is the developer of the resort community formerly known as "Boardwalk" and is now known and referred to as "Thunder Hollow".

2. Developer is developing said community as part of a common master plan of development and in connection with said master plan has developed lots in a subdivision known as Riverbend Subdivision, which lots have been committed to residential purpose uses. The Riverbend Subdivision has been platted and appears by plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 9, page 175, to which plat reference is made for a description of the property included in the Riverbend Subdivision.

3. For the benefit and protection of Developer and the persons who shall become owners of lots in the Riverbend Subdivision, Developer, by these presents and by the execution of this instrument, subjects the lots in Riverbend Subdivision to the Protective Covenants hereinafter set out.

4. This instrument shall constitute a "Supplemental Declaration" to the "Declaration of Covenants and Restrictions" (hereafter Declaration) applicable to the Thunder Hollow community, which Declaration is of record in the Register's Office of Cumberland County, Tennessee in deed Book 344 , page 540 . In supplementing said Declaration recorded as aforesaid, this instrument shall be construed as adopting herein the covenants and restrictions set out in the aforesaid Declaration; and making them applicable to Riverbend Subdivision, in addition to the Protective Covenants set out herein.

This instrument prepared by:
LOONEY & LOONEY, ATTORNEYS
Crossville, Tennessee 38555

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* For approval of variance, see S.B. 440, pg. 259. 10-30-92. M.M.
* For approval of variance, see S.B. 440, pg. 267. 10-30-92. M.M.
* For supplemental cov. + rest, see S.B. 487, pg. 43. 5-12-95. M.M.

5. Developer declares that a not-for-profit corporation called "Riverbend Subdivision Property Owners Association, Inc." is being chartered and shall constitute the "First Tier Association", the members of which will be the owners of lots in Riverbend Subdivision.

NOW, THEREFORE, for and in consideration of the Recitals, and in accordance with the provisions of Article II of the Declaration, Developer declares that all of the lots in Riverbend Subdivision as shown on plat of said subdivision in the Register's Office of Cumberland County, Tennessee in Plat Book 9, page 175, shall be sold and shall hereafter be subject to the Protective Covenants herein set out.

PROTECTIVE COVENANTS

1. Application. These Protective Covenants shall apply to all property designated by Developer as single family residential subdivision lots. The first such lots are those designated by plat recorded, or to be recorded, in the Register's Office of Cumberland County, Tennessee, captioned Riverbend Subdivision, Plat I. Any subsequent lots that are to be subject to these Protective Covenants will be made subject by an instrument in writing signed by Developer affirmatively indicating same.

2. Architectural Control Committee. When the Architectural Control Committee, hereinafter referred to as A.C.C., is referred to in these Protective Covenants, it shall mean the Architectural Control Committee appointed by the Board of Directors of the Community Club pursuant to Article X of the Declaration.

3. Amendment, Rescission or Additions. Developer may amend, rescind, or add to the Protective Covenants from time to time based upon the provisions of Article XII, Section 1, of the Declaration to which these Protective Covenants are a part.

4. Zoning. The notes upon any recorded subdivision plats shall control as to use of the Lots reflected thereon unless changed as provided in Paragraph 3, above.

5. Approval of Building Plans. No dwelling or any addition thereto or any alterations thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless or until the size, location, type, style, or architecture, use, the materials of construction thereof, and the color scheme therefor, the grading plan of the lot, including the grade elevation of said dwellings, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details of said dwellings shall have been approved in writing by the A.C.C., its successors or assigns and a true copy of said plans, specifications and details shall have been lodged permanently with the A.C.C., and no dwelling, except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

6. Single Family Dwellings Only. All lots shall be used and occupied solely and exclusively for private residence purposes by a single family, including their family servants, and no other one single family, private residence purpose building, hereinafter for convenience called "DWELLING" shall be erected, reconstructed, placed or suffered to remain thereon.

7. Set Back Lines. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back lines, or lines shown upon the Plat of said subdivision, nor nearer to any side line or rear line than shall be determined by Developer, in writing, at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the front, side and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and use in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded Plat of the subdivision,

but only with the written consent of the A.C.C. The A.C.C. may require dwellings to be erected farther from the street than the building set-back line or lines.

8. Approval of Improvements Other Than Dwelling. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed, or suffered to remain upon said premises, except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless such garage be made an integral part of said dwelling, nor unless, nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefor, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, and the garage entrance shall have been first approved in writing by the A.C.C., and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with the A.C.C., and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling. No detached shed, garage, barn, or other type of detached structure whatsoever shall be erected, reconstructed, placed or suffered to remain upon said premises. No radio or television antennas or satellite "dishes" shall be erected, reconstructed, placed or suffered to remain on said premises without the written consent of the Developer and the A.C.C.

9. Driveways. The location of any and all driveways shall be determined by the A.C.C. in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated, or suffered to remain upon said premises except as determined in writing by the A.C.C. Complete specifications for construction of driveways shall be submitted to the A.C.C. and its approval thereof endorsed thereon in writing. The driveway to each residence shall be hard surfaced with asphalt or concrete.

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10. Lawn Areas. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the Plat of said subdivision shall be used for any purpose other than that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees, or shrubbery, the growing of flowers or ornamental plants, or statuary fountains, and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly objects shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. Within six (6) months after a residence has been completed and occupied on any lot in the subdivision, the front yard of said lot shall be sodded from the front of the single family residence to the curb line in the case of interior lots. In the case of corner lots, the front yard shall be sodded from the front of the single family residence to the curb line and the side yard facing the dedicated street shall be sodded from the single family residence to the curb line. No fence, hedge, wall or enclosure of any kind, for any purpose shall be erected, placed or suffered to remain upon said premises until the written consent of the A.C.C. shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and general conditions pertaining thereto that said consent may name.

11. Set Back Line Variances. In connection with the provisions set out in Paragraph 7 above, it is hereby provided that if, in the opinion of the A.C.C., by reason of the shape, dimensions, or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon; or for any other reason, satisfactory to it the enforcement of the provisions of said paragraph would work a hardship, the A.C.C. may modify such

provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

12. Exterior Completion. Following the commencement of any structure on the lot, whether it be a primary residence or otherwise, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction.

13. Interior Completion. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction.

14. Compliance - Inspection and Enforcement. The owner or his contractor or builder will submit all structures under construction to inspection by the A.C.C. as required to determine compliance with completion dates as herein provided, or as may be provided by the A.C.C. In the event of non-compliance with completion dates herein provided, the A.C.C. shall have the right, but not the obligation, to hire a contractor and/or contractors to perform the work and furnish the materials necessary for compliance, and the particular party acting shall bill the owner for the amount expended plus twelve (12%) per cent for administration. In the event the owner does not pay the same, the A.C.C. shall have the legal right to file a lien against the property involved and proceed to collect same in accordance with the provisions of Article III of the Declaration to which these Protective Covenants are a part, or to proceed in law or equity to sell the property to obtain said charges as may be allowed by law. All money received over and above said charges and Court costs shall be paid to the owner.

15. Private Sewage Systems. No privately owned sewage system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department, and approved by the A.C.C., in writing.

16. Sewer Taps. No sewer tap will be permitted until the A.C.C. approves the type, size, and capabilities of the discharge pump being used. Specifications for the correct pump can be obtained from the A.C.C.

17. Underground Utilities. All electrical, telephone and cable service to the homes shall be underground from the main supply lines.

18. Public Utility Grants. Developer reserves the exclusive right to grant consent for the construction, operation and maintenance of electric lights, telephone, telegraph, and cable television poles, lines, and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abutt.

19. Reservation of Easements. Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of each lot, as shown on the Plat of the subdivision, designated as "Utility Easements". Developer further reserves easements ten (10) feet in width, left, right and parallel to all lot lines for the installation of utilities and drains and the maintenance thereof. Such easements shall, however, be 30 feet in width along the front property line of any lot. Developer, for itself, its successors, assigns and licensees, also reserves the right to install and operate electric, cable television, and telephone poles, and appurtenances thereto; gas and water main and appurtenances thereto; sewer lines, culverts, drainage ditches, reserving also the right to ingress and egress to such areas for the purpose of installing, operating and maintaining any of the above mentioned installations. Developer, for itself, its successors, assigns and licensees, also reserves the right to locate and install drains where it deems necessary and to cause or permit drainage of surface waters over and/or through said lots. The owner of such lot

shall have no cause of action against Developer, its successors, assigns or licensees, either at law or in equity, except in cases of willful negligence, by reason of any damage caused to said land in installing, operating and maintaining the above mentioned installations. It is further provided, however, that in the event any lot or parcels thereof are subdivided to form larger lots as hereinbelow provided, the reservation of these easements shall automatically be relocated from the existing lot line to the lot line formed as a result of the resubdivision, and in that event, written approval from the A.C.C. will be required in order to relocate such easements.

20. Prohibited Uses or Practices. No industry business or trade, occupation or profession of any kind, shall be conducted, maintained or permitted upon said premises. No well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose, be erected, placed or suffered to remain upon said premises (except wells for lawn and landscape watering, if written approval is first obtained from Developer and all necessary public authorities and Developer approves the location and other specifications in writing). Nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No advertising sign, billboard or other advertising devise shall be erected, placed or suffered to remain upon said premises nor be visible from the outside of said dwelling without the consent of Developer first having been obtained. A standard real estate sign not exceeding six (6) square feet in area on a side and advertising the lot or dwelling "For Sale" or "For Rent" shall, however, be permitted. The right is reserved by Developer to erect small structures and place signs on any unsold lot or improvements thereon.

21. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not

kept, bred or maintained for any commercial purpose, and provided further, they are kept in such way as not to violate any law or local ordinance or constitute a nuisance.

22. Parking Restrictions. No boats, trailers, motor homes, recreational vehicles, motor coaches or trucks (except pick-up trucks not exceeding one (1) ton, and window and panel vans not exceeding one (1) ton, so called) shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view.

23. Clothes Lines Prohibited. No clothes lines, clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of said premises.

24. Mailboxes. All dwellings shall be equipped with a "rustic cedar" mailbox (so called) approved by the United States Postal Service. Furthermore, each building or dwellings on any lots in the subdivision shall comply with the site grading plan prescribed by the A.C.C.

25. Above Ground Swimming Pools. No above ground swimming pools shall be constructed, reconstructed, allowed or suffered to remain upon said premises unless said above ground swimming pools have total water surface of less than seventy-five (75) square feet and a depth of less than twenty-four (24) inches.

26. Grades and Slopes. Developer reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed hereon, so that the same may conform to a general plan.

27. Garbage. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers entirely within the garage, basement, or in the rear or at the side of the dwelling. In no event shall any rubbish, debris or containers be visible from any street in the front or at the side of the dwelling. Additional

regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Developer.

28. Developer's Right to Abate or Remove Violations.

Developer reserves and is hereby granted the right in case of any violation or breach of any or the restriction, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement, or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver therefor or acquiescence in or consent to a continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

29. Right to Re-Subdivide Restricted. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Developer and the A.C.C.

30. Unapproved Variances Prohibited. In all instances where plans and specifications are required to be submitted to and are approved by Developer or the A.C.C., if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge or roadway, any such variance shall be deemed a violation of these restrictions, unless resubmitted and approved.

31. Developer Approvals. Whenever any of the foregoing covenants, restrictions, agreements or restrictions provide for any approval, designation, determination, modification, consent or any

other action by Developer, any such approval, designation, determination, modification, consent or any other such action shall be valid if accomplished by Developer, or its successors or assigns or by any other person authorized in writing to sign deeds on behalf of Developer.

32. Acceptance and Enforcement of this Declaration. Each grantee of Developer, by the acceptance of a Deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Developer, created or reserved by this Declaration of Restrictions, or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Developer, or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which such violation or breach exists; and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

33. Application of this Declaration. The covenants herein set out shall only apply to the lots included in the Plat of Riverbend Subdivision, Plat I, recorded in the Register's Office of Cumberland County, Tennessee. They shall not be held or construed as creating any requirement on the part of the Developer, its successors

or assigns, to restrict any other property which the Developer now owns or hereafter owns, irrespective of whether any such property is contiguous and adjacent to Riverbend Subdivision, Plat I, from being used for purposes other than residential, or from being conveyed subject to the same, similar, different or any of the covenants or restrictions herein set out. No negative reciprocal covenants or implied or equitable covenants or easements of any nature shall be deemed to arise or be created in favor of any owners, their heirs, successors or assigns, as to any other property which Developer or any other person or entity now owns or may hereafter own within the vicinity of Riverbend Subdivision, Plat I.

34. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

IN WITNESS WHEREOF, Lake Properties, Inc., for itself, its successors and assigns, has executed this instrument by its duly authorized officer, on this 15TH day of September, 1987.

LAKE PROPERTIES, INC.

BY William V. Papaik
WILLIAM V. PAPAİK, PRESIDENT

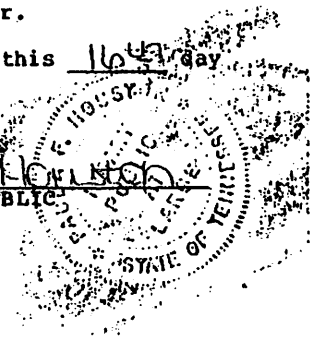
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State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared William V. Papaik, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Lake Properties, Inc., a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this 16th day of September, 1987.

Paula J. Horvath
NOTARY PUBLIC



My commission expires: 6-26-91

STATE OF TENNESSEE, CUMBERLAND COUNTY
The foregoing instrument and certificate were noted in Note Book 1, Page 221 At 4:07 o'clock P.M. 02 6 1987
and recorded in Book 344, Series 566 State Tax Paid \$ — Fee — Recording Fee 52.00 Total 52.00
Witness My hand.
Receipt No. 9474

Judy Graham
Recorder
By: Mary Lou Jackson D.R.

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