

RIVER BEND

DECLARATION OF RESTRICTIONS, EASEMENTS, RESERVATIONS, LIMITATIONS, AND COVENANTS FOR RIVER BEND

THIS DECLARATION, made this 21 day of June, 1995,
by JDL PROPERTIES, INC., hereafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is presently the Owner of that certain
tract of real property located in Van Buren, County,
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

Consolidated Nutritional Inc. Mice Bt 20 Pg 74 Rec 4-30-96 11:00 AM

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, of the Van Buren, Tennessee, Public Records, 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.

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 Committee: The Architectural Control Committee 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 watercraft 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 watercraft must be operated in such a fashion as to not cause offensive wake.

6.4 All boats and watercraft 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 LOT

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 watercraft 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 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 or repair the Lot within ten (10) days. In the event that the Lot Owner fails to so clean or repair the Lot within that time period, or such other time period as is allowed by Owner, Owner may clean 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 VanBuren 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 with out submission of the plans thereof to the Committee.

9.2 Upon 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 within thirty (30) days or 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 1 year from the start of construction of any structure to complete said structure.

SECTION 10
PETS AND OTHER ANIMALS

10.1 Lot Owners may own and keep pets which ownership does not conflict with Section 5.1. Pets shall be controlled by the 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, or other undomesticated animals.

SECTION 11
USE OF HOUSES BY NON-OWNERS

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.

SECTION 12
MAINTENANCE AND ASSESSMENTS

12.1 Declarant and Owner do contemplate and desire the formation of a Lot Owners Association . There are common areas which the Lot owners 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 by 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 Nothing contained herein shall prevent the Lot Owners from later forming a Lot Owners Association for the purpose of maintenance and beautification of the Plat, provided no such association shall be formed so long as Owner or Declarant is a Lot Owner; and no such association shall be formed unless 50% of the Lot Owners approve and join such association.

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 Official Records 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".

13.2 Owner, acting through its duly constituted board of directors as that board may exist from time to time shall be the Committee.

13.3 The board of directors of Owner may, at time, designated 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 board of directors may, at any time, designate a successor Committee. Such successor Committee shall be composed of three (3) members, which three (3) members shall all be Lot Owners. 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.

(b) there shall be no rental units other than the principal dwelling structure.

(c) there shall be no signs of any character displayed except by Owners designating owner of Lot.

(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, waterway or surrounding homes.

(f) there shall be no mobile homes, trailers, campers or recreational vehicles placed on any Lot which can be seen from the road or by residents, must be covered or enclosed.

(G) There shall be no metal sheds, all out buildings must be like there resident, Wood or Brick.

(H) All garages to be side entry, all driveways to 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 All Lot Owners, acting together, may amend this Declaration at any time so long as such amendment does not affect the use and enjoyment of any 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]
Secretary

JDL PROPERTIES INC.

Signed, and delivered
in the presence of:

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 acknowledgements, personally appeared J. David Lane 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 21 day of June, 1995.

[Signature]
Notary Public, State of Tennessee

My Commission Expires:

10-20-98

STATE OF TENNESSEE COUNTY OF VAN BUREN
The foregoing instrument and certificate were noted in
Notebook G Page 207 At 9:00 O'Clock A M's 6-22-95
and recorded in Misc. Book 19 Page 387
State Tax Paid \$ 0 Fee 0 Recording
Fee 32.00 Total \$ 32.00 Receipt No. 26980
Witness my hand [Signature] Registered
6-22-95