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Morgan County Tennessee

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This Instrument Prepared By:

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**DECLARATION OF RESERVATIONS, RESTRICTIONS AND COVENANTS OF
WHITE CREEK ACRES - PHASE 1 UNIT II**

WHEREAS, THOMAS M. WHITE AND JOHN L. TWEEDALL, "Declarant" are the owners and developers of that certain real property situated in Morgan County, Tennessee, lying in the Seventh (7th) Civil District, and known as WHITE CREEK ACRES, PHASE 1 UNIT II, as recorded in Plat Cabinet 1 at Page 586, in the Register's Office for Morgan County, Tennessee, and carved from Record Book 15 at Page 383, et seq., in the Register's Office for Morgan County, Tennessee; and

WHEREAS, Declarant has previously submitted Reservations, Restrictions and Covenants for PHASE 1 UNIT 1 and reserved unto themselves, their heirs and assigns, the right to amend the said Declaration of Reservations, Restrictions and Covenants from time to time for future units, as outlined in Section 20 of the Declaration for Phase I Unit I as originally recorded in Record Book 27 at Page 9, et seq., in the Register's Office for Morgan County, Tennessee; and

WHEREAS, THOMAS M. WHITE AND JOHN L. TWEEDALL, intend to sell and convey certain lots within WHITE CREEK ACRES, PHASE 1 UNIT II and desire to impose upon such lots and any future units in Phase I, mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan and scheme of improvement for the benefit of all of the lots within the said subdivision and for the benefit of the immediate and future purchasers of such lots;

WHEREAS, Declarant intends to ascertain that all the real property and improvements of WHITE CREEK ACRES, PHASE 1 UNIT II, will be maintained in excellent condition and that property values will be maintained and enhanced for the benefit of said property and its Owners as a private gated community; and

NOW THEREFORE, THOMAS M. WHITE AND JOHN L. TWEEDALL, declare that all of the lots in the above described PHASE 1 UNIT II of said subdivision and any future units in Phase I are held, and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration of Reservations, Restrictions and Covenants, all of which are declared and agreed to be in furtherance of a plan for the development, improvement, sale of lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The Reservations, Restrictions and Covenants hereinafter set out are to run with the land and shall be binding upon all parties and all persons owning lots or claiming an interest in WHITE CREEK ACRES, PHASE 1 UNIT II. The grantees of any Deed, including Contract Sellers/Buyers conveying any lot or lots, parcels or lots shown on said plat

(1) **APPROVAL OF PLANS.** Each Lot Owner will adhere to all the Architectural Design Requirements for WHITE CREEK ACRES.

A. BUILDING ARCHITECTURAL DESIGN REQUIREMENTS

EXTERIOR DETAIL

Floor Area

The finished floor area of the main level of each residence shall be at least 1,500 square feet of living area. Said square foot minimum is of living area, excluding basement, garage, porch, carport, deck and overhanging eaves, in this calculation of minimum square feet.

Roofs

The minimum roof pitch allowed shall be 4 inch / 12 inch slope on main roof gables. Any variation will require special approval.

Architectural Detailing

Materials — The following materials are appropriate:

- a. Foundation walls shall be faced with brick, stone, imitation stone or stucco veneer.
- b. Exterior walls must have rustic, natural, neutral earth tone exterior colors and shall be constructed of brick, stone, imitation stone, logs, heavy timber/stucco siding, wood siding or cedar shakes. Hardboard Masonite is not permitted, however Hardi Plank siding is acceptable. Exterior of building surfaces shall be painted or stained with at least a clear stain to keep the wood from turning gray or black. Quality vinyl siding can be used on exterior walls upon approval of Declarant. No exterior siding of masonry block or cinder block shall be permitted.
- c. Exterior trim shall be made of wood, composite wood, Vinyl or Fypon (or any brand similar to Fypon)
- d. Roof construction shall be of slate, artificial slate, standing seam metal, copper, 25-year dimension shingles or better, and cedar shake or shingle. Other roofing types will require special approval.
- e. Paint or stain color should be complimentary to the design of the home and the neighborhood as a whole. Color samples shall be submitted for approval prior to application.

B. LANDSCAPE ARCHITECTURAL DESIGN REQUIREMENTS

Auxiliary Buildings

All freestanding structures located on the building lot must be designed as an integral part of the house and site. Their architectural design shall be the same style, colors, and materials as the house. Location of auxiliary building must be site specific and must be approved in advance by the Architectural Review Committee (ARC).

Fencing

Fencing shall consist of three (3) wood board minimum or quality QVC vinyl or 4-1/4 inch flex fence or 5/16 inch coated wire with four (4) wires minimum or as approved by Declarant.

Lighting

All exterior lighting is subject to review and approval by the Architectural Review Committee (ARC). Exterior lighting directed towards any common area is discouraged.

Satellite Dishes and Antennas

All Satellite dishes and antennas shall be limited to 18 inches in diameter.

Utilities

Electric and telephone lines to the homes shall be placed underground – unless approved by Declarant.

C. SUBMISSION REQUIREMENTS**Preliminary Schematic Design – Optional**

The submission of schematic design plans is optional but advisable. The schematic plans may be freehand sketches showing the design concept prior to developing detailed final construction documents. While this is an optional step, the intent is to save the lot owner time and money in the event the design is found not to comply with the neighborhood standards by the Architectural Review Committee (ARC).

Final Architectural Design

Architectural Plans and Details: (1 set) 1/4 inch – 1 foot shall be submitted to the ARC for review and approval. They plans shall include foundation plans, floor plans, all exterior elevations and details needed for construction of the house.

Site Plan: All property set-back lines, building location, fencing details, landscape elements, including driveway, parking areas, sidewalks, terraces, steps, walls, swimming pool, tennis courts, out buildings, trash enclosures, HVAC units, etc., shall be submitted to the ARC for review and compliance approval.

Details Sheet: Elevations and sections of walls, fences, and all site amenities shall also be submitted for review and compliance approval.

Approval Process:

- a.) Construction begins only after plans are reviewed and approved by Declarant as (Architectural Review Committee (ARC) until Property Owners Association (POA) is established.
- b.) ARC plans reviewed as time allows or (1) month at minimum from date of plans submission.
- c.) ARC shall consist of Developer / Declarant until such time as Property Owners' Association (POA) is established by property owners.

Material Sample Selection

Along with Final Architectural and Site Designs, submissions of exterior colors and materials to be used in construction of the following is required:

- Foundation masonry samples
- Trim - color chip
- Roofing-shingle and flashing sample
- Siding-masonry sample/wood color
- Doors and windows-color chip
- Fencing- drawing sample and stain color
- Site walls— masonry sample

Architectural Review Committee (ARC) Address:
White Creek Acres
c/o Thomas M. White and John L. Tweedall
8015 Corteland Drive
Knoxville, TN 37909

(All property Owners will be informed in writing of any address change)

(2) No lot of Phase 1 Unit 1 and future Units of Phase 1 shall be subdivided into less than five (5) acre lots except for Lot 1 of Phase 1 to be recorded. No lot or road shall be built for the purpose of adjoining any other tract of land outside the development, except as approved by Declarant. Declarant reserves the right to utilize Lot No. 23 Phase 1, Unit 1, in said subdivision, and adjacent undeveloped tract owned by Declarant for gas development.

(3) No owner of any lot shall interfere with the natural drainage of surface water from such lot to the detriment of any other lots. In the construction of driveways into any lot, a minimum fourteen (14) inch diameter culvert shall be used in constructing the driveway. No parking that obstructs traffic is permitted upon any road within the property, and the lot owner shall provide adequate off-road parking for themselves and their guests.

(6) Not more than one single-family residence shall be erected on a lot. All structures built or installed on the lot must be new. All exterior construction must be completed and closed in within twelve (12) months of the commencement of construction. Guest Homes are permitted provided they comply with the size and siding requirements and that they are not occupied on a permanent basis. Mobile homes and modular homes of any kind are not permitted on the lots. All buildings, including a garage or barn and all fencing must be approved as provided in Section One (1) of this Declaration of Reservations, Restrictions and Covenants. No cell towers or windmills are permitted on the lot. No exposed or exterior radio or television transmission or receiving antenna shall be erected, placed or maintained on any part of the lot, unless in compliance with Section One (1) of this Declaration. Any waiver shall not constitute a waiver as to other lots.

(7) Each lot shall be used for residential/recreational purposes only. No activity that is generally understood to be a business activity shall be carried on either in the open or within any structure. However, home occupations conducted by the occupant/owner and activities which involves only the receipt of mail are not considered as business forbidden by this Restrictions. The occupation must be confined to the home and not outside the home.

(8) Domestic agricultural uses of the lot not involving livestock shall be permitted including incidental use and the construction of accessory buildings connected with the agriculture or with the building of a residence, including storage of temporary camping and lawn maintenance equipment. Said accessory buildings may be constructed before construction of the residence. Said accessory buildings shall not be used for temporary sleeping or camping quarters.

(9) No Livestock is permitted, except for horses. Not more than five (5) animals are permitted on any lot. Pets and domesticated animals must be fenced in or otherwise prevented from roaming or on a leash when off the property.

(10) The owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on the lot. Owner likewise agrees to repair and restore promptly to its prior condition any part of the road rights-of-way damaged by equipment of Owner or Owner's contractor in route to or from Owner's lot. All lots improved or unimproved must be maintained by the Owner in a neat and orderly condition at all times. No garbage, trash, junk, overgrown lot or other debris shall be permitted to accumulate or remain on any lot.

(11) No building shall be erected closer than forty (40) feet from the edge of the roadway and ten (10) feet from any property sideline. There is a fifty (50) feet set back required from the back property line and a hundred (100) feet set back required at any creek line unless approved otherwise by the Declarant.

(12) All sanitation facilities constructed on any lot shall conform to the regulations of the Tennessee State Health Department, Morgan County Health Department, and any other government agency regulating the installation of sewage disposal systems. Each lot shall install an adequate septic tank drain field.

(13) No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste must be kept in sanitary containers. All raw materials must be kept from view where possible.

(14) The Declarant reserves unto themselves, their heirs and assigns, the right to erect, maintain, and operate and replace telephone and electric light poles, conduits, and related equipment and water, gas and septic lines, and the right to grant easements or rights of way therefore, over, on and under a strip of land thirty-five (35) feet from centerline of the road (and additional width as necessary for guying purposes), in addition to easements reserved by any other instruments duly recorded. Nothing here shall be construed as creating any duty of Declarant to install or maintain any utility services. However, water and electric services will be made available to the property line at the expense of the utility and/or Declarant within one (1) year from the date of the closing for a particular lot sale. A thirty-five (35) feet easement is reserved for a commercial gas transmission line along all front and back property lines excluding creek frontage. A thirty-five (35) feet easement is also reserved along the back and side property lines of future Lot No. 12 of Phase 1 for a commercial gas transmission line. Declarant reserves the right to convey any and all roadway easements to a public authority for maintenance. Declarant will install a minimum four inches (4") of crusher run gravel within one (1) year or at the election of Declarant, two inches (2") of crusher run gravel and two inches (2") of binder asphalt shall be installed.

(15) Except as otherwise provided herein, each lot owner shall have an unobstructed right of way and easement over and across the roads and scenic trail easement as shown on the subdivision plat as recorded from time to time, for the purpose of ingress and egress to and from the public roads and scenic easement in the subdivision. Provided, however, only the owners of the lot(s) adjoining the fifty (50) feet wide Creek Easement as shown on said Subdivision Plat shall have vehicular access over and across the said creek easement. All other lot owners in the said subdivision shall have pedestrian walking access over and across the said creek easement as shown on the subdivision plat, except Declarant or property owners association shall be permitted to use any equipment for road maintenance or inspection of the Creek Easement.

(16) The nonexclusive Scenic Trail Easement as designated on the plat of said subdivision is a twenty (20) feet wide walking trail for pedestrian use only, except Declarant or property owners association shall be permitted to use any equipment for road maintenance or inspection of easement. Provided however, it is reserved by Declarant to relocate said scenic trail easement where the scenic trail crosses the lots as shown on the subdivision plat if the easement is located within an

(17) Reasonable cutting of wood and timber for land clearing is permitted, subject to the Declarant's building review and approval. However, no cutting of wood for commercial purposes is allowed.

(18) PROPERTY OWNERS ASSOCIATION

a. Each owner of a lot in WHITE CREEK ACRES, all Phases and Units, including re-subdivided lots, by accepting a Deed thereto including Contract Sellers/Buyers, whether from the Declarant or from a successor lot owner, shall become a member of the White Creek Acres Property Owners Association, its successors and assigns. Membership shall be appurtenant to and may not be separated from ownership of any lot.

b. In one (1) year from the date of this Declaration or when fourteen (14) of the lots have been sold in Phase I, whichever occurs first, a Property Owners' Association (POA) shall be established with membership consisting of the owners of each lot in White Creek Acres who shall have one (1) vote per lot owned. A Board of Directors of three (3) to five (5) members shall be elected by the lot owners, except for the initial Board. The initial Board of Directors consisting of two (2) to three (3) members shall be appointed by the Declarant or their assigns. Thereafter, the Board of Directors shall be elected by majority vote of all the lot owners. The initial Board of Directors shall be responsible for calling the first meeting of the Property Owners' Association on or before May 16, 2006, and shall be responsible for the mailing of the written notice of the lot assessment to each lot owner. Said assessment will be due and payable thirty (30) days from the date of notice. The meeting shall be held at a suitable place and time to be designated by the initial Board of Directors. At said meeting, the Declarant and all other lot owners shall determine by majority vote, the appropriate legal entity for the Property Owners Association and shall elect a Board of Directors and such officers by majority vote that is properly determined depending on the selected legal entity.

c. The Duties and Responsibilities of the Property Owners' Association (POA) shall include, but not be limited to the following:

i. Administer the Property Owners Association (POA), periodically elect officers and directors as defined in the Bylaws of the Property Owners Association as duly adopted, maintain and collect fees and assessments and may enforce the Declarations of Reservations, Restrictions and Covenants of WHITE CREEK ACRES.

ii. Maintain financial records of the Property Owners Association (POA) for White Creek Acres.

iii. Administer the upkeep of private roadways, scenic easements, common areas and improvements of White Creek Acres, including removal of snow and repairs and improvements of the roads and common areas.

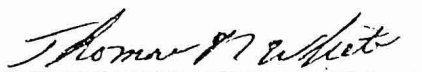
d. Each owner of a lot within White Creek Acres, all Phases and Units, shall pay an annual assessment of not less than \$250 for the reasonable construction, use, and maintenance of the private roads and common areas. All assessments, including

(22) Declarant reserves the right to reasonably modify, change or waiver these covenants herein with the consent of the property owners for Unit II for a period of one (1) year from the date of the sale of the last lot in WHITE CREEK ACRES by Declarant. Thereafter, a change in any of these Reservations, Restrictions and Covenants, other than as specified herein, shall require a vote of at least two-thirds (2/3rds) of all the lot owners. This Declaration of Reservations, Restrictions and Covenants shall run with the land and remain in effect for thirty (30) years from the recording date of this Declaration and automatically extended for each ten (10) year period thereafter, unless abolished by a vote of two-thirds (2/3rds) of all lot owners in all Units and Phases in WHITE CREEK ACRES.

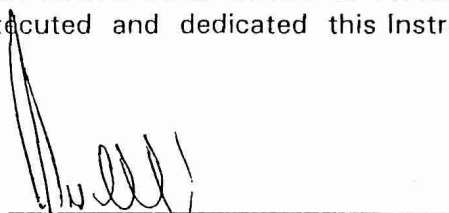
(23) Invalidation of any of the covenants, restrictions, or other provisions of this Declaration by Judgment or Court Order shall in no way affect other provisions, which shall remain in full force and effect.

(24) Whenever in these Reservations, Restrictions and Covenants the context so requires, the masculine gender includes the feminine and neuter and singular numbers include the plural and plural numbers include the singular.

IN WITNESS WHEREOF, THOMAS M. WHITE AND JOHN L. TWEEDALL, "Declarant," owners and developers have executed and dedicated this Instrument on this the 16th day of May, 2005.



THOMAS M. WHITE



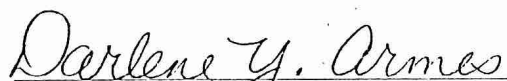
JOHN L. TWEEDALL

STATE OF TENNESSEE

COUNTY OF MORGAN

Before me, the undersigned authority, of the County and State aforesaid, personally appeared, THOMAS M. WHITE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 16th day of May, 2005.



NOTARY PUBLIC



STATE OF TENNESSEE

COUNTY OF MORGAN

Before me, the undersigned authority, of the County and State aforesaid, personally appeared, JOHN L. TWEEDALL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 16th day of May, 2005.

Darlene Y. Armes
NOTARY PUBLIC

My Commission Expires: 01-20-08

