

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
WALDEN'S RIDGE LAKE PROPERTIES**

This Declaration of Covenants, Conditions, Easements, and Restrictions is made and entered into on this the 5th day of December, 2009, by TUMILA, LLC, a Tennessee limited liability company, whose address is 3250 Old Murfreesboro Road, Lebanon, Tennessee 37090 (hereinafter called the Declarant or Developer).

WITNESSETH:

WHEREAS, the Declarant is the owner of approximately 1,253 acres lying in the Third Civil District of Bledsoe County, Tennessee, acquired by deed of record at Deed Book WD195, pages 119-122, Register's Office, Bledsoe County, Tennessee (the Property); and,

WHEREAS, the Property contains a lake of approximately 95 acres, known as Walden's Ridge Lake; and,

WHEREAS, the Declarant has subdivided the property into 19 tracts, numbered 1 through 19, a plat of which appears of record at Plat Book P-3, page 516, Register's Office, Bledsoe County, Tennessee (the Plat); and,

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555

C1/d:declaration/walden's ridge lake restrictions (12-8-09)

WHEREAS, 17 of the tracts shall have frontage on Walden's Ridge Lake and the other 2 tracts will have access to the Lake; and,

WHEREAS, the interior road system for the subdivision consists of gravel roads which will provide interior access to all tracts; and,

WHEREAS, the Declarant, by this instrument, wishes to impose certain restrictions upon the Property which will run with the land, and be binding upon all current and future owners of Property; to grant and reserve certain easements over the roadways throughout the Property for the benefit of all owners; and, to impose certain restrictions and grant certain rights and easements regarding the use of Walden's Ridge Lake, the Dam creating Walden's Ridge Lake and certain access facilities to the Lake.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant states that all recitations set out above are true and correct.

ARTICLE I **ROADS**

1.1 The Property lies on the East side of Hendon Road, which is a public, county maintained road in Bledsoe County, Tennessee. The roads internal to the Property are

depicted and described on the plat of Walden's Ridge Lake Subdivision at Plat Book P-3, page 516, Register's Office, Bledsoe County, Tennessee (the Plat). The Declarant for itself, the Walden's Ridge Lake Property Owners Association, and all present and future owners of tracts in the Property reserves a non-exclusive easement and right-of-way over the roadways depicted and described on the Plat. To the extent that any of these roadways cross a particular tract, the tract over which the roadway passes is impressed with an easement for the use and benefit of all other owners of the Property. No property owner may obstruct or in any way control, through the use of gates, fences, or otherwise, the roadways depicted on the Plat.

1.2 The maintenance of the roadways within the Property shall be the responsibility of the Walden's Ridge Lake Property Owners Association and the funds necessary to maintain those roads shall be raised by the Association as a common expense.

1.3 The costs of maintenance, repair, and replacement of the roadways shall be borne equally by the 19 owners of the Property, as shall the maintenance of other common facilities, such as the Walden's Ridge Lake, the Dam creating the Walden's Ridge Lake, and the access facilities for the Walden's Ridge Lake.

1.4 The roadways in Walden's Ridge Lake Subdivision are for non-commercial use only. No commercial use of the roads, such as hauling of logs, pulp

wood, or chipped wood, shall be made without the express written consent of the Walden's Ridge Lake Property Owners Association.

1.5 Without the prior written consent of the Walden's Ridge Lake Property Owners Association, shall any of the roadways within Walden's Ridge Lake Subdivision be used to provide access to non-contiguous properties or properties lying outside of the boundaries of Walden's Ridge Lake Properties.

ARTICLE II WALDEN'S RIDGE LAKE

2.1 Walden's Ridge Lake (the Lake) shall be deemed a common property and shall be maintained and used for the benefit of the owners of all 19 tracts of Walden's Ridge properties. The acreage of each tract of Walden's Ridge Lake Subdivision is shown on the plat at Plat Book P-3, page 516, Register's Office, Bledsoe County, Tennessee (the Plat). A portion of the acreage in Tracts 1 through 17 is property covered by the surface of the Lake.

2.2 The Declarant for itself, the Walden's Ridge Lake Property Owners Association, and all present and future owners of tracts in the Property reserves a non-exclusive easement and right-of-way over the full surface of the Lake for the use and enjoyment of all property owners.

2.3 Each property owner shall have an easement of enjoyment over the full surface of the Lake, and no property owner abutting the Lake shall have any right to restrict the access of other property owners abutting the Lake from the use of the entire Lake surface.

2.4 No property owner shall alter the natural shoreline of the Lake, without the express, written consent of the Walden's Ridge Lake Property Owners Association.

2.5 The Walden's Ridge Lake Property Owners Association may from time-to-time adopt reasonable rules and regulations regarding the use of the Lake which rules may include by way of example, but not limitation, restrictions on the creation of water wakes by boats using the Lake, the location of docks and other shoreline improvements, and the location of encroachments into the water which may create safety issues.

2.6 Any maintenance and repair of the Lake shall be deemed a common expense and shall be borne equally by the 19 property owners. Maintenance shall be administered through the Walden's Ridge Lake Property Owners Association and the funds necessary for the maintenance of the Lake shall be raised as a common expense.

ARTICLE III **THE DAM**

3.1 The Dam creating the Walden's Ridge Lake is located on Tract 16 of the Property. The Dam is depicted on the Plat. The Declarant, for itself, the Walden's Ridge

Lake Property Owners Association, and all present and future owners of the tracts in the Property reserves an easement for the Dam for the purposes of repair, maintenance, and replacement of the Walden's Ridge Lake Dam.

3.2 The Dam shall be deemed a common property, subject to maintenance by the Walden's Ridge Lake Property Owners Association, which maintenance costs shall be borne equally by the 19 property owners. Maintenance shall be administered through the Walden's Ridge Lake Property Owners Association and the funds necessary for the maintenance of the Lake shall be raised as a common expense.

ARTICLE IV **LAKE ACCESS FACILITIES**

4.1 The Declarant has constructed certain Lake access facilities on Tract 16. The Lake access facilities are depicted on the Plat. The Lake access facilities are for the benefit of all property owners.

4.2 The Declarant for itself, the Walden's Ridge Lake Property Owners Association, and all present and future owners of tracts in the Property reserves a non-exclusive easement and right-of-way over the Lake access facilities for the use and benefit of all property owners.

ARTICLE V
THE WALDEN'S RIDGE LAKE
PROPERTY OWNERS ASSOCIATION

5.1 The Declarant has created a Tennessee non-profit corporation known as the Walden's Ridge Lake Property Owners Association. Each of the owners of the initial 19 tracts shall enjoy one (1) vote in the affairs of the Association and shall be entitled to one (1) membership in the Association, provided, however, that for any tracts owned by the Declarant, the Declarant shall be entitled to twenty (20) votes in the affairs of the Association and twenty (20) memberships for every tract owned by the Declarant for a period of five (5) years from the date of the transfer by deed of the first tract from the Declarant to a third party purchaser. Thereafter, the Declarant shall be entitled one (1) vote and one (1) membership in the affairs of the Association for each tract owned.

5.2 The Association shall have a three (3) member Board. The initial Board shall be appointed by the Declarant. One (1) Director shall have a three year term; one (1) Director shall have a two year term; and, one (1) Director shall have a one year term. The Declarant shall be entitled to appoint the Board for the period that it owns any tract of the initial 19 tracts, or five (5) years from the date of the transfer of deed of the first tract from the Declarant to a third party purchaser.

5.3 The Association shall be responsible for the maintenance, repair, and replacement of all common properties, including by way of example but not limitation, roads, the Walden's Ridge Lake, the Walden's Ridge Lake Dam, and the Lake access property.

5.4 The costs of maintenance and the operation of the affairs of the Association shall be borne equally by the 19 initial property owners.

5.5 There is hereby created an annual general assessment as may from time-to-time be authorized and imposed by the Board of Directors of the Association to be levied against each of the respective initial 19 properties. The general assessment shall be used to pay the expenses of repair and maintenance of common property, insurance as reasonably required by the Association, and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges for the purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of its members in maintaining the Property and the improvements thereon. The initial general assessment shall be established at \$300.00 per tract per year and shall commence on January 1, 2010. In no event shall the general assessment increase more than 10% per year, without the affirmative vote of not less than 13 of the owners of the 19 initial tracts. For this purpose, the Declarant shall have only one (1) vote.

5.6 The Association, in addition to the general assessment described in the preceding paragraph, may levy special assessments against each respective Property for the

purpose of defraying, in whole or in part, the costs of any capital addition to capital improvement of or repair or replacement of any of the common property. The amount and due date of any such special assessment shall be as specified by the Board of Directors. Special assessments shall be approved by the affirmative vote of a majority of the membership present in person, or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to members at least thirty (30) days in advance setting forth the purpose of the meeting.

5.7 The timing and method of collection of assessments shall be established by the Board of Directors.

5.8 The Declarant shall be entitled to a credit against its assessment obligations for any common expenses paid by the Declarant on behalf of the Association.

5.9 Each owner of a Property, by acceptance of a deed, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association in accordance with the provisions hereof any annual general assessments, special assessments, and individual or specific assessments against any particular property.

5.10 All such assessments, together with late fees, simple interest at a rate not to exceed the maximum rate permitted by law, costs and reasonable attorney's fees actually incurred to enforce or collect such assessments shall be a continuing lien upon the Tract against which each such assessment is made. The recording of this Declaration shall

constitute record notice of the existence of the lien and no further recordation of any claim of lien shall be required; provided, however, the Association may record a notice of lien in the land records of Bledsoe County, Tennessee to evidence its claim of lien. Each such assessment, together with late fees, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person or entity who was the owner of such Tract at the time the assessment or other charge came due, and his or its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. The assessment lien provided for herein may be foreclosed by the Association in the manner prescribed by law. The Association may also, without prejudice to its lien rights hereunder, maintain suit against any delinquent owner on the personal obligation for assessments and other charges created hereby.

5.11 The Association shall be charged with the responsibility of creating an appropriate mechanism for the collection of maintenance fees should any of the initial 19 tracts be resubdivided. It is the intent of the initial Declarant, that each of the initial 19 tracts shall equally in the maintenance costs. Should any tract be resubdivided, the person or entity subdividing said tract shall be responsible for insuring that a mechanism is created for the collection and payment of that tract's proportionate part of common expenses.

5.12 The Association joins in the execution of this Declaration to evidence its consent to the terms hereof.

IN WITNESS WHEREOF, the Declarant has executed this document
on the day and date first above written.

TUMILA, LLC

WALDEN'S RIDGE LAKE PROPERTY
OWNERS ASSOCIATION

By Donald M. Turner
Name: DONALD M. TURNER
Title: Managing Member

By Donald M. Turner
Name: Donald M. Turner
Title: President

State of Tennessee)
County of Cumberland)

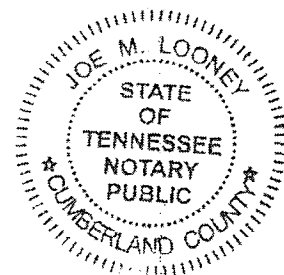
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **DONALD M. TURNER**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of **Walden's Ridge Lake Property Owners Association**, 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 the 5th day of December, 2009.

My commission expires: 8/7/2013



NOTARY PUBLIC



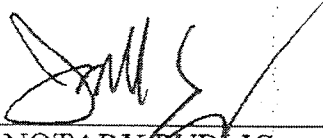
State of Tennessee)
County of Cumberland)

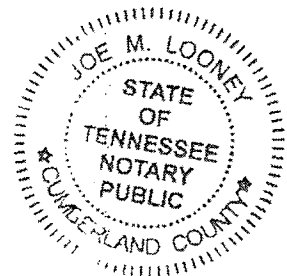
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **DONALD M. TURNER**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Member of **Tumila, LLC**, a Tennessee limited liability company, 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 limited liability company by himself as such officer.

WITNESS my hand and seal of office on this the 5th day of December, 2009.

My commission expires:

8/7/2013


NOTARY PUBLIC



BK/PG: RB250/602-614

09100446

13 PGS : AL - RESTRICTIONS	
ESB BATCH 15729	12/14/2009 - 08:00 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00

STATE OF TENNESSEE, BLEDSOE COUNTY
EMMA S. BOYNTON
REGISTER OF DEEDS

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
WALDEN'S RIDGE LAKE PROPERTIES

This First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions is made and entered into on this the 11th day of December, 2014, by TUMILA, LLC, a Tennessee limited liability company, whose address is 3250 Old Murfreesboro Road, Lebanon, Tennessee 37090 (hereinafter called the Declarant or Developer).

WITNESSETH:

WHEREAS, by an instrument dated December 5, 2009, the Declarant imposed the Declaration of Covenants, Conditions, Easements and Restrictions for Walden's Ridge Lake Properties, which instrument is of record in the Register's Office of Bledsoe County, Tennessee in Book RB250, page 602, et seq.; and,

WHEREAS, certain properties have been conveyed by the Declarant to third party purchasers from the Walden's Ridge Lake Properties development, more particularly described on Exhibit "A" attached hereto; and,

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555
C1/d:declaration/first amendment to walden's ridge lake restrictions (12-11-14)

BK/PG: RB291/184-189	
14110266	
6 PGS AL-AMENDMENT	
ESB BATCH 26183	12/15/2014 - 11:36 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00
STATE OF TENNESSEE, BLEDSOE COUNTY	
EMMA S. BOYNTON	
REGISTER OF DEEDS	

WHEREAS, the Declarant is presently the owner of the remaining properties in Walden's Ridge Lake Properties development and pursuant to Article 5.01 of the Declaration enjoys the right to twenty (20) votes in the affairs of the Association for every tract owned for a period of five (5) years from the date of the transfer of the deed for the first tract from the Declarant to a third party purchaser, which date was December 18, 2009; and,

WHEREAS, the Declarant wishes to make certain amendments to the Declaration.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant states that all recitations set out above are true and correct.

1. All recitations set out above are true and correct.
2. Article 5.1 is deleted in its entirety and in its place and stead is

substituted the following:

5.1 The Declarant has created a Tennessee non-profit corporation known as the Walden's Ridge Lake Property Owners Association. Each of the owners of the initial 19 tracts shall enjoy one (1) vote in the affairs of the Association and shall be entitled to one (1) membership in the Association, provided, however, that for any tracts owned by the Declarant, the Declarant shall be entitled to twenty (20) votes in the affairs of the Association and twenty (20) memberships for every tract owned

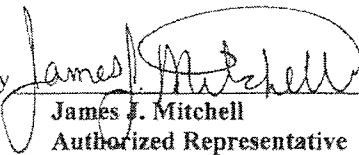
by the Declarant for a period of five (5) years and six (6) months from the date of the transfer by deed of the first tract from the Declarant to a third party purchaser. Thereafter, the Declarant shall be entitled one (1) vote and one (1) membership in the affairs of the Association for each tract owned.

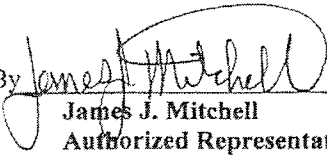
3. Walden's Ridge Lake Property Owners Association joins in the execution of this instrument to evidence its consent to the terms herein contained.

IN WITNESS WHEREOF, the Declarant has adopted this Amendment pursuant to the super majority provisions of 5.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Walden's Ridge Lake Properties of record at RB250, page 602, et seq., Register's Office, Bledsoe County, Tennessee.

TUMILA, LLC
Declarant

WALDEN'S RIDGE LAKE PROPERTY
OWNERS ASSOCIATION

By 
James J. Mitchell
Authorized Representative

By 
James J. Mitchell
Authorized Representative

State of Tennessee)
)
County of Cumberland)

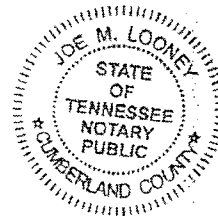
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **JAMES J. MITCHELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Representative, of **Walden's Ridge Lake Property Owners Association**, 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 the 11th day
of December, 2014.

My commission expires: 8/8/17



NOTARY PUBLIC



State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **JAMES J. MITCHELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Representative, of **Tumila, LLC**, a Tennessee limited liability company, 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 limited liability company by himself as such officer.

WITNESS my hand and seal of office on this the 11th day
of December, 2014.

My commission expires: 8/8/17



NOTARY PUBLIC

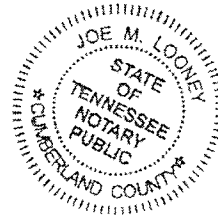


EXHIBIT "A"

<u>Number</u>	<u>Grantee</u>	<u>Description</u>	<u>Deed Book/Page</u>
1	Eric R. Muehrcke, Trustee Carol K. Muehrcke, Trustee	Tract 7 – 30.12 acres Tract 8 – 44.21 acres Tract 9 – 48.56 acres Tract 10 – 56.13 acres Tract 11 – 41.90 acres Tract 12 – 42.01 acres	RB 251/61
2	BP Properties, LLC	Tract 4 – 40.62 acres	RB 251/245
3	Bruce Ammons and Sheryl Ammons	Tract 5 – 36.65 acres	RB 251/250
4	Robert Andresen and Kathleen Andresen	Tract 6 – 42.61 acres	RB 257/905
5	BP Properties, LLC	Tract 3 – 38.57 acres	RB 258/554
6	BP Properties, LLC	Part of Tracts 1 & 2 - 43.27 acres	RB 266/110
7	Bernie J. Laine	Part of Tract 13 – 19.85 acres	RB 266/113
8	Eric B. Muehrcke, Trustee Carol K. Muehrcke, Trustee	Tract 1B – 33.19 acres	RB 266/128
9	Robin Howard	Tract 13B – 25.62 acres	RB 285/105

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
EASEMENTS AND RESTRICTIONS FOR
WALDEN'S RIDGE LAKE PROPERTIES

This Second Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions (this "Amendment") is made and entered into on this the 14th day of April, 2015, by TUMILA, LLC, a Tennessee limited liability company whose address is 3250 Old Murfreesboro Road, Lebanon, Tennessee 37090 (hereinafter called the "Declarant" or "Developer").

WITNESSETH:

WHEREAS, by an instrument dated December 5, 2009, the Declarant imposed the Declaration of Covenants, Conditions, Easements and Restrictions for Walden's Ridge Lake Properties, which instrument is of record in the Register's Office of Bledsoe County, Tennessee in Book RB250, page 602, et seq. as amended by First Amendment dated December 11, 2014, of record at Book RB291, page 184-189, Register's Office, Bledsoe County, Tennessee; (collectively, the "Declaration"); and,

WHEREAS, certain properties have been conveyed by the Declarant to third party purchasers from the Walden's Ridge Lake Properties development, more particularly described on Exhibit "A" attached hereto; and,

WHEREAS, the Declarant is presently the owner of the remaining properties in Walden's Ridge Lake Properties development and pursuant to Article 5.01 of the Declaration enjoys the right to twenty (20) votes in the affairs of the Association for every tract owned until June 18, 2015; and

WHEREAS, the Declarant wishes to make certain amendments to the Declaration.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant states that all recitations set out above are true and correct.

1. All recitations set out above are true and correct.
2. Article 5.11 of the Declaration is deleted in its entirety and in its place and stead is substituted the following:

5.11.1 If one or more of the original 19 tracts is subdivided, the voting rights shall be allocated among the owners of the subdivided tracts proportionately. At time of subdividing of a tract, the proportion of voting rights for each subdivided tract may be assigned by the subdivider a specific proportion of voting rights allocated to the original tract in any

This instrument prepared by:
Looney, Looney & Chadwell, PLLC
156 Rector Avenue, Crossville, TN 38555

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manner the subdivider chooses. Unless assigned specific proportion of voting rights allocated to each subdivided tract at time of subdivision, the proportion of voting rights allocated to each owner shall be a fraction with the acreage contained in the subdivided tract as the numerator and the acreage of the original tract as the denominator.

5.11.2 The maintenance fees for any tract subdivided shall be based upon the vote allocated to such tract.


3. Except as specifically provided in this Amendment, the Declaration remains unchanged and in full force and effect.

4. The capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, the Declarant and Association have executed this document on the day and date first above written.

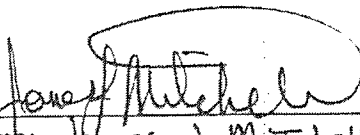
DECLARANT:

TUMILA, LLC

By: 
Name: James J. Mitchell
Title: Member

ASSOCIATION:

WALDEN'S RIDGE LAKE
PROPERTY OWNERS
ASSOCIATION

By: 
Name: James J. Mitchell
Title: Authorized Representative

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, a Notary Public of the state and county mentioned, personally appeared James J. Mitchell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a Member, of TUMILA, LLC, the within named bargainor, a Tennessee limited liability company, and that such person as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by such person as such Member.

WITNESS my hand and seal, at office in Cumberland County, Tennessee this 14th day of April, 2015.

[Signature]
Notary Public

My Commission Expires: 8/8/17

STATE OF TENNESSEE

COUNTY OF CUMBERLAND

Before me, a Notary Public of the state and county mentioned, personally appeared James J. Mitchell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be an Authorized Representative, of WALDEN'S RIDGE LAKE PROPERTY OWNERS ASSOCIATION, the within named bargainor, a Tennessee nonprofit corporation, and that such person as such representative, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such representative.

WITNESS my hand and seal, at office in (county, state) Crossville, Tennessee, this 14th day of April, 2015.

[Signature]
Notary Public

My Commission Expires: 8/8/17

BK/PG: RB293/448-450	
15110878	
3 PGS:AL-AMENDMENT	
LINDA BATCH: 26825	04/15/2015 - 08:47 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, BLEDSOE COUNTY
EMMA S. BOYNTON
REGISTER OF DEEDS

22808_00/1001/REE-2189051_3

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
FOR
WALDEN'S RIDGE LAKE PROPERTIES

This Fourth Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions is made and entered into on this the 27th day of January, 2016, by TUMILA, LLC, a Tennessee limited liability company, whose address is 2205 Palmer Road, Lebanon, Tennessee 37090 (hereinafter called the Declarant or Developer).

WITNESSETH:

WHEREAS, by an instrument dated December 5, 2009, the Declarant imposed the Declaration of Covenants, Conditions, Easements and Restrictions for Walden's Ridge Lake Properties, which instrument is of record in the Register's Office of Bledsoe County, Tennessee in Book RB250, page 602, et seq. (the Declaration); and,

WHEREAS, the Declaration was amended by First Amendment dated December 11, 2014, of record at Book RB291, page 184-189, Register's Office, Bledsoe County, Tennessee; and,

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555
C1/d:declaration/fourth amendment to walden's ridge lake restrictions (1-8-16)

BK/PG: RB300/413-431
16112476

19 PGS AL AMENDMENT OF RESTRICTIO	
ESB BATCH: 28485	01/27/2016 - 03:13 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	95.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	97.00

STATE OF TENNESSEE, BLEDSOE COUNTY
EMMA S. BOYNTON
REGISTER OF DEEDS

WHEREAS, the Declaration was further amended by Second Amendment dated April 14, 2015, of record at Book RB293, pages 448-450, Register's Office, Bledsoe County, Tennessee; and,

WHEREAS, the Declaration was further amended by Third Amendment dated June 15, 2015, of record at Book RB295, pages 18, et seq., Register's Office, Bledsoe County, Tennessee; and,

WHEREAS, certain properties have been conveyed by the Declarant to third party purchasers from the Walden's Ridge Lake Properties development and certain other properties are still owned by the Declarant as reflected in Table 2 contained herein; and,

WHEREAS, the Declarant is presently the owner of the remaining properties in Walden's Ridge Lake Properties development and pursuant to Article 5.1 of the Declaration, as amended by the Third Amendment, enjoys the right to twenty (20) votes in the affairs of the Association for every tract owned for so long as the Declarant owns a tract in Walden's Ridge Lake Properties; and,

WHEREAS, the Declarant wishes to make certain amendments to the Declaration.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant states that all recitations set out above are true and correct.

1. All recitations set out above are true and correct.

2. Article 2.1 is amended to read as follows:

2.1 Walden's Ridge Lake (the Lake), the dam creating said Lake, structures and equipment appurtenant to said dam (such as spillways, draw down structures, and toe drains), and the boat dock constructed by the Declarant near the emergency spillway on Tract 16 shall be deemed common property and shall be maintained and used for the benefit of the owners of all tracts of Walden's Ridge Lake properties. The acreage of each tract of Walden's Ridge Lake Subdivision is shown on the plat at Plat Book P-3, page 516, as amended at Plat Book P-3, page 556, and Plat Book P-3, page 599, Register's Office, Bledsoe County, Tennessee (the Plat). A portion of the acreage in Tracts 1 through 17-B is property covered by the surface of the Lake.

3. Article 2.6 is amended to read as follows:

2.6 Any maintenance and repair of Walden's Ridge Lake (the Lake), the dam creating said Lake, structures and equipment appurtenant to said dam (such as spillways, draw down structures, and toe drains), and the boat dock constructed by the Declarant near the emergency spillway on Tract 16 (including the annual fee for dam inspection) shall be deemed a common expense and shall be borne equally by all property owners. Maintenance shall be administered through the Walden's Ridge Lake Property Owners Association and the funds necessary for the maintenance of the Lake shall be raised as a common expense.

4. Article 5.1 of the Declaration is deleted in its entirety, and in its place and stead is substituted the following:

5.1 The Declarant has created a Tennessee non-profit corporation known as the Walden's Ridge Lake Property Owners Association. The owners of the existing tracts shall enjoy the votes defined in Table 1 below in the affairs of the Association and shall be entitled to one (1) membership in the Association for each corresponding vote within the subdivision; provided, however, that for any tracts owned by the Declarant, the Declarant shall be entitled to sixty (60) votes in the affairs of the Association and sixty (60) memberships for each tract owned by the Declarant for so long as the Declarant owns a tract in Walden's Ridge Lake Properties.

Table 1 - Allocated Votes by Tract

Tract	Votes	Tract	Votes
1	2	12	3
1B	2	13	1
2	3	13B	2
3	3	14	3
4	3	15	3
5	3	16	1
6	3	17	1
7	3	17A	2
8	3	17B	3
9	3	18	3
10	3	19	3
11	3		
		Total	59

5. Article 5.2 of the Declaration is deleted in its entirety and in its place and stead is substituted the following:

5.2 The Association shall have a three (3) member Board. The initial Board shall be appointed by the Declarant. One (1) Director shall have a three year term; one (1) Director shall have a two year term; and, one (1) Director shall have a one year term. In appointing the Board of Directors, the Declarant shall insure that the terms of Directors are specified so as to provide for one Director to rotate off of the Board each year. When Directors are subject to election, their term shall be three years, and the Declarant shall insure that transition provisions are implemented so that the terms of Directors are staggered so that one rotates off the Board each year. The Declarant shall be entitled to appoint the Board for the period that it owns any tract, or five (5) years from the date of the transfer of deed of the first tract from the Declarant to a third party purchaser, whichever period is later.

6. Article 5.3 of the Declaration is deleted in its entirety and in its place and stead is substituted the following:

5.3 The Association shall be responsible for the maintenance, repair, and replacement of all common properties, including by way of example but not limitation, roads, the Walden's Ridge Lake, the Walden's Ridge Lake Dam, gate, mailbox area, and the lake access property.

7. Article 5.4 of the Declaration is deleted in its entirety and in its place and stead is substituted the following:

5.4 The cost of maintenance and operation of the affairs of the Association shall be borne equally based upon the vote allocated to each tract.

8. Article 5.5 of the Declaration is deleted in its entirety and in its place and stead is substituted the following:

5.5 There is hereby created an annual general assessment as may from time-to-time be authorized and imposed by the Board of Directors of the Association to be levied against all property owners. The general assessment shall be used to pay the expenses of repair and maintenance of common property, insurance as reasonably required by the Association, and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges for the purpose of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of its members in maintaining the Property and the improvements thereon. Initial general assessment shall be established at \$100.00 per vote per year and shall commence on January 1, 2016. In no event shall the general assessment increase more than 10% per year, without the affirmative vote of not less than 39 of the votes of the 59 total allocated votes. For this purpose, the Declarant shall have only one (1) vote for each allocated vote.

9. Article 5.11 as contained in the Declaration, and as amended, is deleted in its entirety and in its place and stead is substituted the following:

5.11.1 Subdividing a tract requires prior written approval of the POA Board to ensure each tract meets all subdivision requirements, lake frontage minimum requirements, and all Lakeside Home rules and regulations, for example minimum square footage requirements.

5.11.2 A tract maybe subdivided in a manner which assigns each subdivided tract a minimum of one (1) vote from the votes allocated to the original undivided tract. No fractional votes for a tract are allowed. A

subdivided tract may be effectively assigned zero (0) votes if it is concurrently merged into another adjoining tract which has a minimum of one allocated vote. The costs of maintenance and the operation of the affairs of the Association shall be borne in the same proportion as the allocation of votes.

5.11.3 Each residence or independent living quarters, such as a separate house, guest house, or living space above a detached garage or garage attached by breezeway, built within 500 feet of the lakefront shoreline at the Maximum High Water Mark defined at an elevation of 1900.74 feet above sea level as shown as the lake shoreline on the Walden's Ridge Lake Subdivision plat, must have a minimum of 350 feet of lakefront shoreline at the Maximum High Water Mark of the tract. If there is more than one residence or independent living quarters on a tract, the total shoreline requirement for the tract is the number of such buildings multiplied by 350 feet. These residence or independent living quarters lakefront shoreline minimum requirements must be maintained through any later subdivision or sale of the tracts.

Tract 6, which has a currently built independent living quarters and does not have sufficient shoreline frontage to build a main domicile on the tract, is grandfathered from this 350 feet lakefront shoreline requirement when building a main domicile on Tract 6. Tract 13, which has 277 feet of shoreline and does not have sufficient shoreline frontage to build a main domicile on the tract, is grandfathered from this 350 feet lakefront shoreline requirement for building a main domicile on tract 13. Any combination or merging of tract 6 or tract 13 with another tract removes the grandfathering of the tract.

Property owners of multiple adjoining tracts building a residence or independent living quarters across tract boundaries or utilizing adjoining tracts for meeting lakefront shoreline requirements for residences and independent living quarters must re-plat tracts to meet the minimum requirements.

5.11.4 Any tract or subdivided tract with lake frontage must have a minimum of 350 feet of lakefront shoreline at the Maximum High Water Mark and a minimum of 350 feet of lakefront shoreline for each built residence or independent living quarter within 500 feet of the lakefront shoreline defined at Maximum High Water Mark.

The existing tract 13 is grandfathered at its current lakefront shoreline of 277 feet and may not be further subdivided. Any combination or merging of tract 13 with another tract removes the grandfathering of the tract.

A subdivided tract may temporarily have less than the required lakefront shoreline if it is concurrently merged into another tract which when combined together meets the minimum lakefront shoreline requirement. For clarification purposes, Table 2 shows the current property owners, their tracts, lakefront shoreline, and maximum subdivisions of the tracts, taking into account both vote count and lake frontage restrictions.

Table 2 – Maximum Subdivisions on Lake

Owner	Tract	Lakefront	Maximum Lakefront Tracts
BP Properties, LLC	2	518	1
	3	741	2
	4	1049	2
Bruce Ammons and wife, Sheryl Ammons	5	874	2
Robert Andresen and wife, Kathleen Andresen	6	582	1
	7	664	1
Eric B. Muehreke and Carol K. Muehreke, Trustees	1B	1398	2
	8	1067	3
	9	816	2
	10	1868	3
	11	1342	3
	12	975	2
	17A	642	1
	17B	1077	3
Robin Howard	13	277	1
	13B	498	1
TUMILA, LLC	1	1271	2
	14	418	1
	15	641	1
	16	0	0
	17	0	0

Owner	Tract	Lakefront	Maximum Lakefront Tracts
	18	0	0
	19	0	0
Total		16,718	34

Table 3 shows lakefront shoreline and maximum lakefront tracts sorted by tract.

Table 3 – Maximum Subdivisions on Lake

Tract	Lakefront	Maximum Lakefront Tracts
1B	1398	2
1	1271	2
2	518	1
3	741	2
4	1049	2
5	874	2
6	582	1
7	664	1
8	1067	3
9	816	2
10	1868	3
11	1342	3
12	975	2
13	277	1
13B	498	1
14	418	1
15	641	1
16	0	0
17	0	0
17A	642	1
17B	1077	3
18	0	0
19	0	0
	16,718	34

5.11.5 Notwithstanding any other provision of the Declaration or Bylaws to the contrary, the Declarant shall be entitled to sixty (60) votes in the affairs of the Association and sixty (60) memberships for each tract owned by the Declarant for so long as the Declarant owns a tract in Walden's Ridge Lake Properties.

10. A new Article 6 entitled Architectural Control Committee is added to the Declaration as follows:

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

The Board of Directors shall appoint an Architectural Control Committee to insure compliance with all provisions of the Declaration, Bylaws, and Rules and Regulations concerning construction on any Walden's Ridge Lake property or any re-subdivision of said property. In the absence of the appointment of a separate Architectural Control Committee, the Board of Directors shall constitute said Committee.

11. A new Article 7 entitled Rules and Regulations is added to the Declaration as follows:

ARTICLE VII
RULES AND REGULATIONS

The following Rules and Regulations for Walden's Ridge Lake Property Owners Association are adopted. The Rules and Regulations may be altered and amended from time-to-time by the Board of Directors of the Association. The initial Rules and Regulations are as follows:

Introduction

The rules and regulations included in this document have been written to preserve and protect the beauty, privacy, enjoyment, and investment in your property at Walden's Ridge Lake. Property owners agreed to be subject to the provisions of our Covenants, Conditions, Easements, and Restrictions, Articles of Incorporation, and By-Laws of our Association, which make up the governing documents. The intent of this document is to guide you and your neighbors in the use of property in Walden's Ridge Lake subdivision. The Board of Directors (POA Board) of Walden's Ridge Lake Property Owner's Association (POA) believes that the application of these rules will benefit all.

Definitions

The Normal High Water Mark for the lake is set at 1896.5 above sea level. This is the engineered height at which water begins to exit the emergency spillway.

The Maximum High Water Mark for the lake is set at 1900.74 above sea level. It is the engineered maximum height of the lake for which the dam and spillway are engineered. The Maximum High Water Mark is the area of the lake shown on the Walden's Ridge Lake subdivision plat.

Clear Cut is when 70% or more of the crown cover (tree tops) or basal area (trunks) of perennial woody vegetation (trees) has been removed.

Selectively Cut is when 25% or less of the crown cover (tree tops) or basal area (trunks) of perennial woody vegetation (trees) has been removed. The percentage is applied to each 100 ft of shoreline.

Lakeside Home is a main domicile within 500 feet of the Maximum High Water Mark.

Reference Boundary A is defined as a boundary within the Walden's Ridge Lake subdivision that follows the original Tract 13/14 boundary starting from Hendon Road proceeding Eastward its entire straight length, and then continues Southward in a straight line to a point which is 200 ft further from the lake than the intersection of Swimming Deer Road and Seven Coves Road. From that point, the boundary continues along a line 200 ft further from the lake than the boundary described as follows. The boundary starts at the intersection of Swimming Deer Road and Seven Coves Road, continues to Swimming Deer Road, continues straight behind the dam easement to the Bowater property and then follows the subdivision boundary west and north to the starting point. "*Within*" or "*Inside*" the Reference Boundary A refers to property within the area defined by the Reference Boundary A towards the lake. "*Outside*" of the Reference Boundary A refers to property in the subdivision from the Reference Boundary A away from the lake. See exhibit A which shows the reference boundary on the subdivision plat.

Reference Boundary B is defined as an area in the subdivision within 400' of Hendon Road. This reference boundary overlaps with Reference Boundary A. "*Within*" or "*Inside*" the Reference Boundary B refers to property within the area defined by the Reference Boundary B. See exhibit A which shows the reference boundary on the subdivision plat.

Roadways references the ingress/egress easement shown on the Walden's Ridge Lake subdivision plat and are for the sole purpose of accessing the owners' property, including utilities.

Process

Property owners should apply to the Architectural Control Committee (ACC) for approvals where required by these rules. All POA dues, assessments, and charges must be paid in full before the ACC will consider any application. The ACC may approve, reject, or conditionally approve a request. Conditional approval requires the stated conditions to be met for approval to be provided. The ACC may monitor progress of projects to ensure compliance with the rules and regulations. If the ACC determines at any time that a project is not in compliance with the Rules and Regulations, it may request compliance, reject an application for approval, and/or seek an injunction.

If a variance to these Rules and Regulations is required, a written application must be submitted clearly indicating the specific reason for such variance. All variance agreements must be finalized prior to issuance of approval and beginning of any project. Should a variance be granted, this is not to be considered a breach of the stated Rules and Regulations and is not setting a precedent.

Non-compliance with the Rules and Regulations may result in fines under a mechanism which may be established in the future by the Board of Directors of the POA.

Prior to start of construction or landscaping, all new construction and landscaping plans must be pre-approved by the ACC.

General

1. The primary power and duty to interpret and enforce these Rules and Regulations is vested in the ACC appointed by the POA Board. The Board of Directors of the POA shall be the ACC, unless the Board chooses to appoint a separate ACC.
2. The application of these rules is on a going-forward basis as of their adoption by the POA Board; the rules are not retroactive. No building, other construction, landscaping, or other improvements covered by these rules and regulations in existence and previously approved by the ACC or POA Board, and maintained in good condition, as of the effective date of these rules and regulations, shall be required to be modified as a result of the adoption of these Rules and Regulations. However, any subsequent modifications in any such improvements must be consistent with any applicable provisions of these Rules and Regulations and approved by the ACC.
3. Once the POA Board or the ACC approves a project, that approval may not be subsequently rescinded and any projects so approved shall in no way be affected by later changes in policy by the membership, POA Board or the ACC.

4. If the ACC consists of an appointed committee separate from the Board of Directors, any decision of the ACC may be appealed to the full Board of Directors. In the event the Board of Directors and the ACC are one and the same, there shall be no appeal from a decision of the ACC.

Construction

Construction rules protect the lake from contamination and preserve beautiful natural views for all property owners.

1. All living quarters must have ACC approval prior to building.
2. Multi-family residential structures are not permitted within the subdivision.
3. Size, architectural design and location on lot must be approved by the ACC. The exterior design, materials, and appearance of any buildings must be generally consistent with existing buildings in the subdivision; and must be approved, prior to the beginning of construction, by the ACC.
4. Disturbed ground must use silt fences and be seeded to avoid soil erosion. Silt fences should be removed only after the ground is stabilized, per TDEC regulations.
5. No used housing may be moved or relocated to any lot in the Walden's Ridge Lake subdivision, without the prior written consent of the POA Board.
6. Single or doublewide manufactured homes are not permitted. Such homes may be allowed during home construction with prior approval by the POA Board provided construction is completed within 12 months of the unit being placed on the property and must be removed within a reasonable timeframe after completion of construction. Extensions require approval by the POA board.

Lake Front Area

1. Any structure built within 500 feet of the maximum high water mark requires prior ACC approval.
2. A minimum of 1750 square feet (for 1 story structures) and 2000 square feet (for 2 story structures) of habitable living space (as defined by BOCA - Building Officials and Code Administrators International) excluding attached garage for the main domicile of Lakeside Homes.
3. Housing structures shall have a minimum setback at the Maximum High Water Mark or 100 feet from the Normal High Water Mark, whichever is more restrictive. The setback is the shortest distance from any point on the structure to the most restricting water mark. The structure includes all constructed elements of the home including patios, decks and porches.
4. Construction plans of Lakeside Homes must include a landscaping plan which ensures a resulting filtered view of the home, from the lake through the trees.
5. All living space above the lowest finished level, at sub-floor level, shall be constructed above the Maximum High Water Mark. All elements of construction including septic systems (at bottom of septic trench), septic drain fields, septic tanks, buried LP tanks, electric trenches

- and well locations shall be constructed above the Maximum High Water Mark. Docks, gazebos, boat houses, separate decks and similar structures for enjoyment of the lake are an exception to this rule, but must be approved by the ACC.
6. Camping trailers are not permitted Within Reference Boundary A. Other temporary camping quarters, such as tents, are permitted for at most two weeks per year Within Reference Boundary A.
 7. Electrical service or electrical lines placed below the Maximum High Water Mark around the lake must meet the following requirements:
 - (A) Must be installed by a licensed professional electrician;
 - (B) Must be installed with an electrical disconnect that is:
 - i. located above the Maximum High Water Mark or other flood risk area, whichever is higher, and
 - ii. is accessible during flood events
 - (C) A permanent electrical circuit must have an operational GFCI circuitry;
 - (D) Any temporary electrical supply (such as an extension cord) must use GFCI receptacles;
 - (E) All required Dock Receptacles protected by operational GFCI circuitry and moisture sealed;
 - (F) Must be periodically inspected to ensure in compliance and all components in acceptable condition.

Satisfactory evidence of compliance must be provided to the ACC upon request.

Non-Lake Front Area

1. Residence or independent living quarters outside of the area 500 feet from the Maximum High Water Mark require a minimum of 1200 square feet of habitable living space (as defined by BOCA – Building Officials and Code Administrators International) excluding attached garage.
2. Camping trailers are permitted Outside Reference Boundary A provided they are screened in all seasons from view from roadways and other properties, but may not be a permanent residence and must be mobile at all times.

Safety

1. The speed limit for all vehicles, including, by way of example but not limitation, cars, trucks, all-terrain vehicles, and tractors on Walden's Ridge Lake Roadways is 20 mph.
2. Hunting shall comply with Tennessee laws. In addition, hunting or firing of firearms on or across the Roadways, the lake, or other owners' properties is prohibited, except for personal defense. Hunting on other property owner's land is not permitted without prior written permission. Other firing of firearms shall take place between noon and dusk. If you fire a weapon, you are responsible for the bullet regardless where the bullet goes.

Lake Use

These rules preserve a peaceful environment in the Walden's Ridge Lake community, help protect water quality and protect the lake shoreline from erosion due to boating activities.

1. The state of Tennessee Wildlife Resource Agency boating and water safety rules and regulations shall apply.
2. There is a 10 mph speed limit on the lake.
3. No motorized personal watercraft (jet skis or similar) will be permitted on the lake.
4. Towing is not allowed on the lake.
5. All watercraft motors permitted on the lake must be electric or gas engines in good repair and with original manufacturer specifications that meet the California Air Resources Board (CARB) 3 star ultralow emissions rating standard or better.
6. Water removal from the lake and waters on the subdivision requires prior approval by the POA Board.
7. Docks, structures or other improvements in the lake may not extend into the lake within fifteen (15) feet of the property boundary line of another property owner's property.

Landscaping

The purpose of landscaping rules is to help preserve natural views for all residents, preserve the lake in its natural state, and preserve habitat to encourage wildlife. Meeting these goals provides enjoyment and preserves investment value for all owners.

1. Landscaping activity that involves grading or tree removal of any healthy trees with a circumference of 19" or more and is visible from the lake, other owners' property, or the Roadways, requires pre-approval of the ACC.
2. The two goals that shall apply to Lakeside Home landscaping are (1) to screen homes on the lake from direct view by others and preserve as much of the wooded shoreline of the lake as possible for the enjoyment of all residents of the community and (2) provide lakeshore homeowners with a view of the lake from their homes that is filtered through the trees.
3. Property owners are encouraged to establish a natural buffer zone around the lake that extends 25 feet back from the Normal High Water Mark and includes at least 70 feet of each 100 feet of lakeshore. The natural buffer zone consists of dense natural vegetation to slow runoff and filter out grass clippings, sediment, nutrients, chemicals, pesticides, and other pollutants. Mowing of vegetation in the natural buffer zone is limited to three times a year.
4. In the area around the lake within 50 feet of the Normal High Water Mark, clearing is limited to Selective Cutting and limbing trees up no higher than 10 ft (removing lower branches) for the purpose of creating a filtered view from a lakefront home, and to clearing for placement of a dock or other lakeside structures such as a gazebo. In addition, underbrush and trees less than 1" diameter measured at 8" from the ground may be manually removed outside of the initial 25 foot natural buffer zone (if established as defined in #3) provided it does not create ground erosion and runoff issues.
5. Properties Within Reference Boundary A shall not Clear Cut areas visible from the lake.

6. Parking areas for vehicles, trailers or equipment (whether informal or constructed as such) and out buildings shall be screened so as not to be seen by other property owners or from roadways, including from direct view from the lake unless visible only from a narrow area of the lake that extends out from the main lake, both sides of which belong to the same owner.
7. When visible from the lake, landscape plantings already native to the area are preferred.
8. Any waterway in the subdivision is property of the state of Tennessee and therefore any activities must follow TN regulations, as now exist or may hereafter be imposed

Quality of Life

1. Outdoor lighting is permitted and is important for safety. Outdoor dusk-to-dawn type security or decorative lights, continuously shining at the lake, or at other homes, are not permitted. This includes such lights mounted on any structure, or landscape lighting. Outdoor lights may be placed on motion sensors or operated manually when needed. If continuously lit, outdoor lighting must be screened from the lake, other homes, and other properties.
2. Vehicle noise must be maintained at acceptable levels as determined by the ACC. Modifications to increase the original equipment sound level output are not allowed.
3. Minimum term for home rental is a 1-year lease. Tenants or guests are required to follow all applicable Walden's Ridge Lake Covenants, Conditions, Easements, and Restrictions. Property owners are responsible to ensure tenants and guests comply with them.
4. Trash and composting containers shall be animal/rodent resistant.
5. Trash such as durable goods, abandoned vehicles, etc. shall be removed from the subdivision; dumping is prohibited even by an owner on their property.
6. Ongoing everyday conversation and music shall be kept to a level that does not disturb neighbors across the water. It is understood that owners may host parties at a reasonable frequency that will be heard by other owners.
7. Cleaning and disposal of fish should not create a nuisance to others such as an odor issue or attracting wildlife that may harm residents.
8. Unless given written permission by a property owner, anyone will be considered trespassing on that property owner's property unless traveling on the Roadways.
9. The right to use the Roadways within Walden's Ridge Lake Subdivision is limited to ingress and egress to a particular property owner's tract(s), for installation and maintenance of utilities, and for access to common facilities, and is not a general right to use the Roadways unassociated with ingress, egress, installation and maintenance of utilities, access to common facilities and to a particular owner's property.

Farming and Animals

1. Farming is not permitted on property Within Reference Boundary A.
2. Domestic livestock, fowl (e.g., chickens, turkeys), or swine are not permitted on property Within Reference Boundary A, with the exception of property Within Reference Boundary B. The type and quantity of livestock, fowl, or swine Within Reference Boundary B must be approved by the POA Board. Domestic livestock, fowl, and swine are permitted Outside of

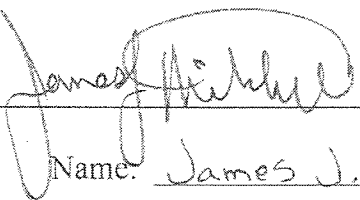
Reference Boundary A for traditional small scale family-owned agricultural use and must be approved by the POA Board. No commercial agriculture or farming, including feed lots are permitted.

3. Property owner must properly maintain livestock and their enclosures.
4. No commercial use, growth, or maintenance of fowl or swine is permitted in the subdivision.
5. Dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, and do not endanger the health, safety or welfare of or unreasonably disturb other property owners with the subdivision.

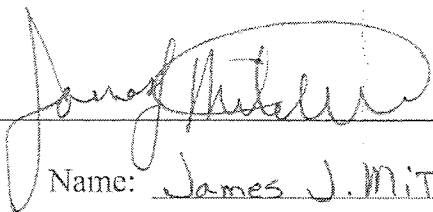
IN WITNESS WHEREOF, the Declarant has executed this document

on the day and date first above written.

TUMILA, LLC
Declarant

By 
Name: James J. Mitchell
Title: Member

WALDEN'S RIDGE LAKE PROPERTY OWNERS ASSOCIATION

By 
Name: James J. Mitchell
Title: Member

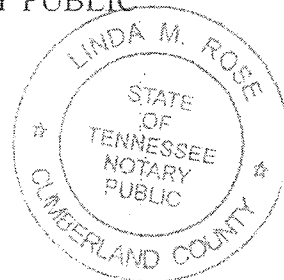
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared James J. Mitchell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Member, of **Walden's Ridge Lake Property Owners Association**, 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 the 27th day of January, 2016.

My commission expires: 12/8/18

Linda M. Rose
NOTARY PUBLIC



State of Tennessee)
County of Cumberland)

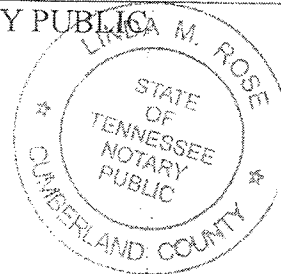
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared James J. Mitchell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Member of **Tumila, LLC**, a Tennessee limited liability company, 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 limited liability company by himself as such officer.

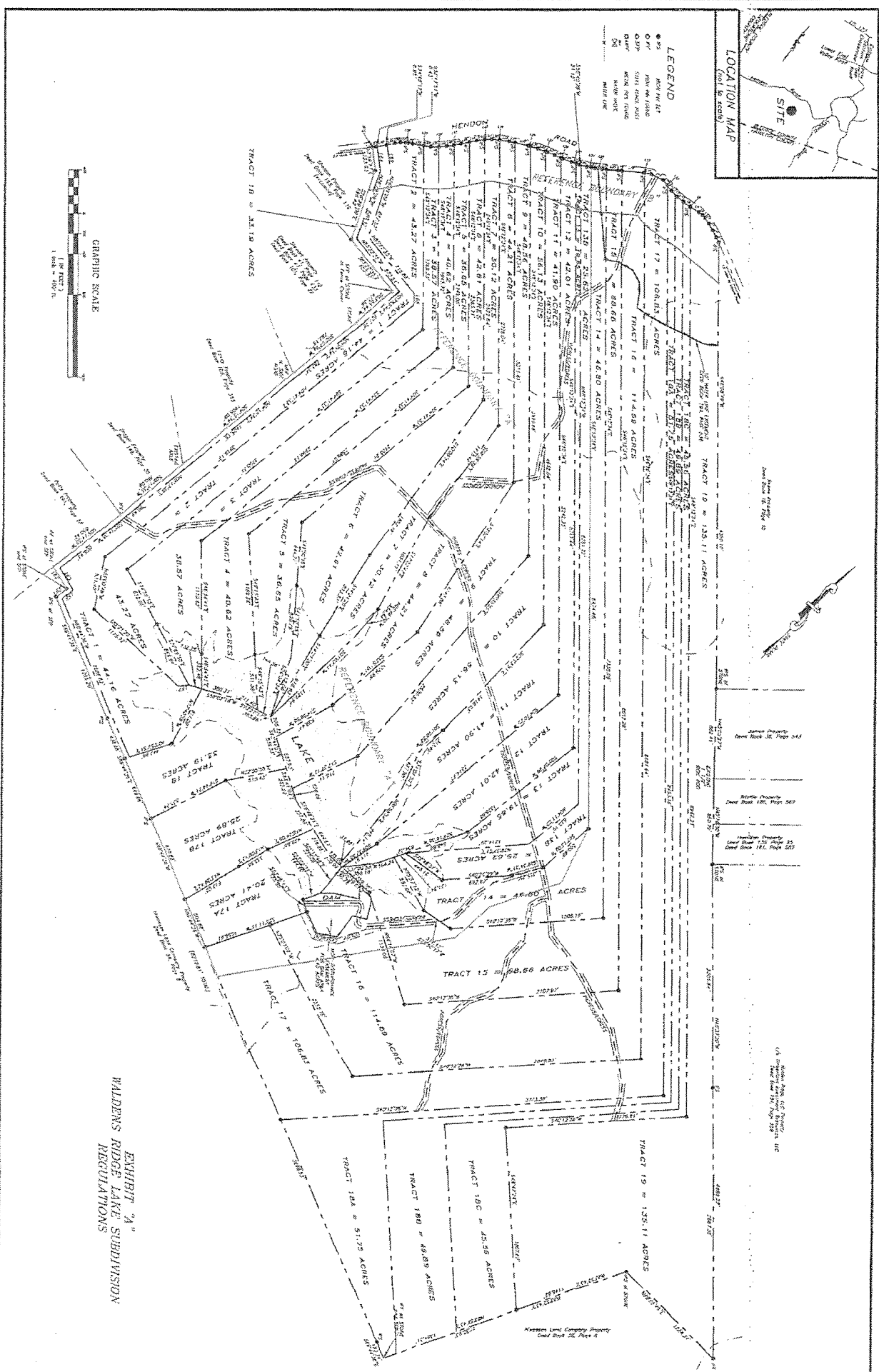
WITNESS my hand and seal of office on this the 27th day of January, 2016.

My commission expires: 12/8/18

Linda M. Rose

NOTARY PUBLIC





THIS INSTRUMENT PREPARED BY
MOWBRAY UTILITY DISTRICT
P.O. BOX 575
SODDY DAISY, TENNESSEE 37384-0575

GRANTEE'S ADDRESS:
Mowbray Utility District
Soddy Daisy, Tennessee 37384-0575

SEND TAX BILLS TO:
EXEMPT

MAP PARCEL NO.
123-007

WATER LINE EASEMENT
PROJECT TRACT NO. 016

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, I, Charles David Sheldon, herein sometimes called "the Grantors," whether one or more, do hereby grant, bargain, sell and convey unto MOWBRAY UTILITY DISTRICT, its successors and assigns, a permanent easement and right-of-way for a water line ten (10') feet wide including sufficient working room to install, repair, and maintain the same, including the perpetual right to enter upon the real estate, hereinafter described, at any time that it may seem fit, and construct, maintain, and repair underground water lines and/or mains for the purpose of conveying water over, across, through and under the land hereinafter described, together with the right to excavate and refill ditches, and/or trenches for the location of said water lines and/or mains, and the further right to remove trees, bushes, underground and other obstructions interfering with the location of said water lines and/or mains. The Utility will replace all fences and remove all brush and trees that are cut from the premises.

The easement and right-of-way hereby granted is described as follows:

IN THE THIRD CIVIL DISTRICT OF BLEDSOE COUNTY, TENNESSEE:

An easement being 10 feet wide and extending 5 feet each side of a centerline which is described as follows:

COMMENCING at a point where the Beene-Sheldon line crosses the centerline of Hendon Road west of Hall Creek Bridge; thence with the centerline of Hendon Road in a westerly direction for a distance of 1464 feet, more or less to a point on the edge of the road being water line station 202+50 more or less and the TRUE POINT OF BEGINNING; thence South 51 degrees 16' 57" East 869.98 feet more or less to a point; thence North 56 degrees 42' 04" East, 132.66 feet, more or less; thence North 74 degrees 15' 37" East, 158.80 feet more or less; thence South 76 degrees 34' 44" East, 134.98 feet more or less; thence South 45 degrees 39' 05" East 126.05 feet more or less; thence South 37 degrees 56' 53" East, 127.30 feet, more or less to a point being water line station 218+00 more or less and the top of slope; thence North 76 degrees 56' 06" East, 149.75 feet, more or less to the center of Hall Creek; thence North 70 degrees 39' 53" East 598.34 feet, more or less; thence North 49 degrees 14' 48" East 135.69', more or less to a point on the Beene-Sheldon Property line, said point being water line station 226+83, more or less and also being 1043 feet, more or less from point of commencement; crossing said property as described in Deed Book 153 Page 190 and as shown by drawing no 1007-2-16 by Art Parry Engineering Company, attached hereto and made a part hereof, containing 0.56 acres, more or less.

FOR PRIOR TITLE, see deed of record in Book 153 Page 190, in the Register's Office of Bledsoe County, Tennessee.

TO HAVE AND TO HOLD the same unto the said Utility, its successors and assigns.

This Easement was prepared from information furnished by the parties hereto. No title examination has been made. NO SURVEY was performed and no property line changes are being made to those of prior title.

BK/PG: WD194/536-538

07093951

3 PGS : AL - EASEMENT	
EST. MATCH: 0501	
06/26/2007 - 01:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, BLEDSOE COUNTY

EMMA S. BOYNTON
REGISTER OF DEEDS

EXECUTED this 8 day of November, 2006.

Charles David Sheldon
Charles David Sheldon

STATE OF TENNESSEE:

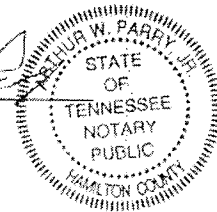
COUNTY OF Bledsoe:

Personally appeared before me, Charles David Sheldon, with whom I am personally acquainted or provided satisfactory evidence of identification, and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand at office this 8 day of November, 2006.

Arthur W. Parry Jr.
Notary Public

My Commission expires: 4-21-2010



STATE OF TENNESSEE:

COUNTY OF Bledsoe:

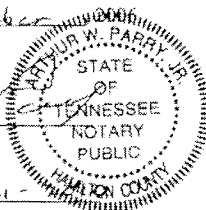
I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ None, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Charles David Sheldon
Affiant

Sworn to and subscribe to before
me this 8 day of November, 2006.

Arthur W. Parry Jr.
NOTARY PUBLIC

My Commission expires: 4-21-

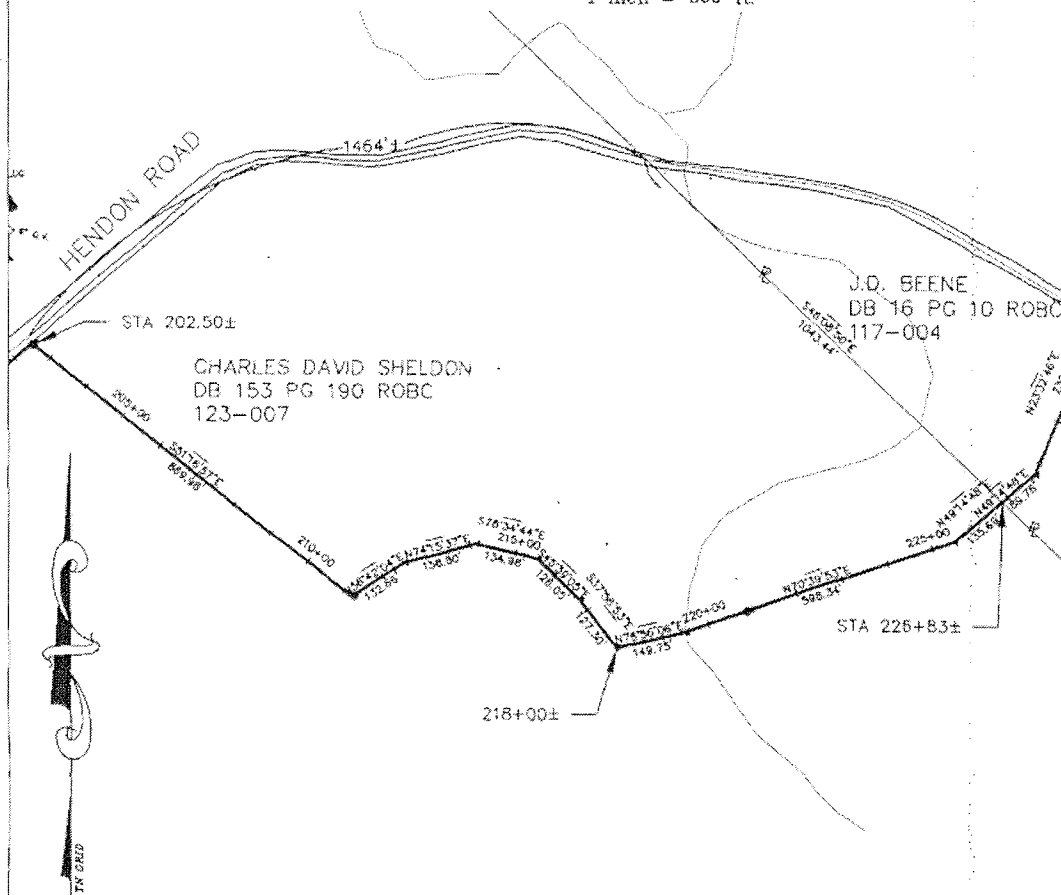


TRACT 016
TAX MAP 123
PARCEL 007

GRAPHIC SCALE



(IN FEET)
1 inch = 300 ft.



Being a permanent easement and right-of-way for a water line ten (10') feet wide and extending 5 feet each side of a centerline which is hereinafter described, including sufficient working room to install, repair, and maintain the same, including a perpetual right to enter upon the real estate, hereinafter described, at any time it may seem fit, and construct, maintain, and repair underground water lines and/or mains for the purpose of conveying water over, across, through and under the land hereinafter described.

COMMENCING at a point where the Beene-Sheldon line crosses the centerline of Hendon Road west of Hall Creek Bridge; thence with the centerline of Hendon Road in a westerly direction for a distance of 1464 feet, more or less to a point on the edge of the road being water line station 202+50 more or less and the TRUE POINT OF BEGINNING; thence South 51 degrees 16' 57" East 869.98 feet more or less to a point; thence North 56 degrees 42' 04" East, 132.66 feet, more or less; thence North 74 degrees 15' 37" East, 158.80 feet more or less; thence South 76 degrees 34' 44" East, 134.98 feet more or less; thence South 45 degrees 39' 05" East 126.05 feet more or less; thence South 37 degrees 56' 53" East, 127.30 feet, more or less to a point being water line station 218+00 more or less and the top of slope; thence North 76 degrees 56' 06" East, 149.75 feet, more or less to the center of Hall Creek; thence North 70 degrees 39' 53" East 598.34 feet, more or less; thence North 49 degrees 14' 48" East 135.69', more or less to a point on the Beene-Sheldon Property line, said point being water line station 226+83, more or less and also being 1043 feet, more or less from point of commencement; crossing said property as described in Deed Book 153 Page 190, containing 0.56 acres, more or less.

Documents was prepared from information provided by the Hamilton County GIS and the Hamilton County Register's Office, Bledsoe County Register's Office, TVA TOPO Quad sheets, and USGS aerial photographs. This document does not constitute a boundary survey.

Area for easements calculated from deed descriptions unless otherwise noted.

HENDON WATER LINE EXTENSION PROJECT MOWBRAY UTILITY DISTRICT - BLEDSOE COUNTY, TENNESSEE

ART PARRY ENGINEERING COMPANY
P.O. BOX 324
SIGNAL MOUNTAIN, TENNESSEE 37377
(423) 886-2354 FAX (423) 886-7726

CHARLES DAVID SHELTON
THIRD CIVIL DISTRICT BLEDSOE COUNTY, TENNESSEE

SCALE: 1" = 300'	DESIGN: AWP	PRJ. NO. 1007-2
DATE: 11/3/06	DRAWN: AWP	SHEET 16