

This Instrument Prepared by:
 Bill Ferrell
 9721 Kingston Pike
 Knoxville, Tn. 37922

DECLARATIONOFCOVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration, made on the date hereinafter set forth by Bill E. Ferrell, and wife, Patricia G.M. Ferrell, hereinafter collectively referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Knox County, State of Tennessee, known as Williams Bend Subdivision, Unit Two, which is shown and more particularly described in Map Book 87-S, page 21, in the Register's Records for Knox County, Tennessee; and which was conveyed to Declarant by Warranty Deed from Nina Ball et al, dated January 23rd, 1986, and appearing of record in Deed Book 1871, page 582, in the aforesaid Register's Office.

NOW, THEREFORE, Declarant hereby declares that Lot Numbers 1,2,3,4, and 5, as shown on the above described recorded plat map, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean the aggregate of all lot owners in Williams Bend Subd., Unit 2, and unless hereafter incorporated by the Owners, shall be unincorporated.

Section 2. "Owner" shall mean and refer to the record Owner (other than Declarant), whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in the aforesaid map of record.

Section 4. "Easement" shall mean and refer to that certain real property as shown on aforesaid map of record as "50' Joint permanent easement."

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon the aforesaid recorded plat map of the Properties.

Section 6. "Declarant" shall collectively mean and refer to Bill E. Ferrell and Patricia G.M. Ferrell



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See WB 1880 Amendment
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ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Enjoyment of Easements. Every Owner shall have the Easement for ingress, egress and regress which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or any part of the Easement to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless approved by a vote of at least two-thirds of the Owners;

(b) the right of the Association to impose regulations for the use and enjoyment of the Easement and improvements thereon, which regulations may further restrict the use of the Easement.

Section 2. Delegation of Use. Any Owner may delegate his rights of enjoyment of the Easement to the members of his family, his guests, and invitees and his tenants, who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. One vote shall be allocated to each lot for the purpose of determining voting rights, regardless of the number of Owners of said lot.

When more than one person holds any interest in any Lot, all such persons shall constitute one owner for the purposes of voting. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be allocated to each lot be cast with respect to any such Lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner for any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association his pro-rata portion of all costs of maintaining, improving, and protecting the easement to the extent two-thirds of the Association may from time to time vote to incur such costs (the "Assessments").

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for improvement and maintenance of the easement, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes, if any, assessed against the Easement, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.



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Section 3. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Easement or abandonment of his Lot.

ARTICLE V

COMPLETION OF CONSTRUCTION

After excavation and preparation for the construction of any building shall begin, construction must continually progress until said building is completed and in any event, the Lot Owner must cause the exterior of the building to be completed within twelve (12) months of the first date of excavation, unless a delay shall be caused by shortage of materials, strikes, weather, or acts of God.

ARTICLE VI

SEWAGE DISPOSAL SYSTEMS

That before any dwelling on any Lot or Lots shall be occupied, a septic tank or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed and approved by the appropriate governmental sewer authority.

ARTICLE VII

USE RESTRICTIONS

Section 1. Land Use and Building Type. No Lot shall be used except for residential purposes.

Section 2. Animals. No swine may be kept on any Lot.

Section 3. Nuisance. No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

Section 4. Signs. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil for natural gas shall be erected, maintained or permitted upon any Lot.

Section 6. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All containing equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of sight of the general public.

or rubbish or as a "junk yard", whether for commercial purposes or otherwise. All Homes and yards shall be kept neat, and no abandoned junk cars, trucks, or other abandoned property shall be permitted to remain upon any portion of the lots.

Section 8. Mobile Homes. Mobile homes shall be permitted; however, any mobile home placed on any lot must be in a state of good repair, and all mobile homes must be underpinned within 90 days from the date it is first placed on the lot. No mobile home shall be placed on any lot closer than 60 feet from the 50' easement (Roadway).

Section 9. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the Easement or Lots and dwellings, nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10. Commercial Business. No commercial businesses may be maintained on the Lots.

Section 11. Alteration. Nothing shall be altered or constructed on or removed from the Easement except upon the written consent of the Association.

Section 12. Rules for Easement. The Association is authorized to adopt rules for the use of Easement and such rules shall be furnished in writing to the Owners. There will be no violation of these rules allowed.

Section 13. Parking of Vehicles. No vehicles shall be parked on the Easement except when a Lot Owner is entertaining guests, too numerous to accommodate in his driveway, inclimate weather prohibiting entry to driveways, or other unusual or emergency situations.

ARTICLE VIII

EASEMENTS FOR UTILITIES

Easements for installation and maintenance of utilities and drainage facilities are reserved for the benefit of Owners through the Easement as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifteen (15) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first fifteen (15) year period by an instrument signed by not less than all of the Lot Owners, and thereafter by an instrument signed by no less than two-thirds of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have executed this Declaration of Restrictions, this 22nd day of May, 1986.

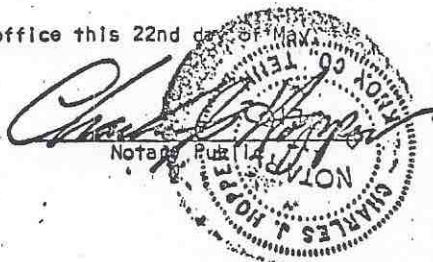
Bill E. Ferrell
Bill E. Ferrell
Patricia G.M. Ferrell
Patricia G.M. Ferrell

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, Bill E. Ferrell and Patricia G.M. Ferrell, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 22nd day of May, 1986.



My commission expires:

My Commission Expires 10/20/87

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INSTRUMENT NO. 35144

This Instrument Prepared By
MASTERS, WOODS & NORWOOD
Suite 701 Franklin Square
9724 Kingston Pike
Knoxville, Tennessee 37922
(615)693-9369

AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

WHEREAS, Bill E. Ferrell and Patricia G.M. Ferrell ("Declarants") recorded a Declaration of Covenants, Conditions, and Restrictions dated May 22, 1986, in Warranty Book 1881, Page 813, in the Office of the Register of Deeds for Knox County, Tennessee, for Williams Bend Subdivision Unit 2, as shown on the plat of record in Map Book 87-S, Page 21, in said Office ("Original Restrictions"); and #600

WHEREAS, Eric D. Campbell, Mary Jane Campbell, Earl E. Bolden, and Shirley D. Bolden ("Owners") acquired real property subject to the Original Restrictions; and

WHEREAS, Declarants and Owners desire to amend the Original Restrictions,

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the execution of this instrument and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties recite as follows:

The Original Restrictions are amended as follows: Article VII, Section 1, and Article VII, Section 4, and Article VII, Section 10 are deleted in their entirety. All other provisions of the Original Restrictions remain in full force and effect.

IN WITNESS WHEREOF, the undersigned executes this instrument this the 8th day of July, 1986.

Bill E. Ferrell
Bill E. Ferrell

Patricia G.M. Ferrell
Patricia G.M. Ferrell

Eric D. Campbell
Eric D. Campbell

Mary Jane Campbell
Mary Jane Campbell

Earl E. Bolden
Earl E. Bolden

Shirley D. Bolden
Shirley D. Bolden



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STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, Charles J. Hopper, a notary public of the state and county aforesaid, Bill E. Ferrell and Patricia G.M. Ferrell, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 8TH day of JULY.


Notary Public

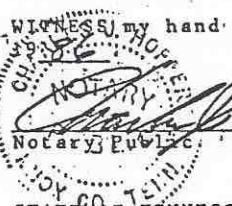
My Commission Expires 10/20/87

Commission Expiration Date

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, Charles J. Hopper, a notary public of the state and county aforesaid, Mary Jane Campbell and Eric D. Campbell, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 8TH day of JULY.


Notary Public


My Commission Expires 10/20/87

Commission Expiration Date

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, Charles J. Hopper, a notary public of the state and county aforesaid, Earl E. Bolden and Shirley D. Bolden, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and seal, at office, this 8TH day of JULY.


Notary Public

My Commission Expires 10/20/87

Commission Expiration Date



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