

Prepared by:
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State of Tennessee, County of WASHINGTON
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Deputy Register CHRISTIN SMITH
ROLL 460 IMAGE 834

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DRY CREEK ROAD PROPERTY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for
DRY CREEK ROAD PROPERTY ("Declaration") is made, imposed and declared as of this the
24th day of August, 2005, by Joe M. Wilson and Billy O. Proffitt ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in the 8th Civil District of
Washington County, Tennessee, upon which Developer desires to impose restrictions on said property
to govern the use thereof and insure the orderly development and to maintain the value of the same; and

WHEREAS, the property to be subject to the Declaration is described on Exhibit "A" attached
hereto hereinafter referred to as the "Property".

NOW, THEREFORE, in accordance with the foregoing recitals and premises, Developer
hereby declares that the real property as hereinafter described shall be owned, held, used, leased, sold,
conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements as
set forth herein, and other provisions of this Declaration, all of which are declared and agreed to be in
furtherance of Developer's plan for the Property, and the development, sale and improvement of the real
property made subject hereto, and which are for the purpose of protecting the value, desirability and
attractiveness of such real property and portions thereof hereafter conveyed to others. The rights,
privileges, covenants, conditions, restrictions, and easements set forth herein, and other provisions of this
Declaration shall run with the real property made subject hereto, and be binding upon and inure to the
benefit of all parties having any right, title or interest therein, their respective heirs, personal
representatives, successors and assigns.

ARTICLE I - ESTABLISHMENT OF EASEMENT

A natural gas line crosses the property running from north to south. Declarant hereby establishes an easement fifty feet (50') in width having twenty-five feet (25') on each side of said gas line. Said easement being only for abutting property owners. The purpose of the easement area is for ingress and egress to the National Forest located to the south and southeast of the Property. The use of said easement is limited to pedestrians, non-motorized vehicles and horseback riders. The establishment of this easement by Declarant is without warranty and is established only by such interest and ability the Declarant may possess in the easement area. Declarant reserves unto themselves to sell any of the property described in Exhibit "A" to the U.S. National Forest Service without the burden of this easement and in the event of the sale of any of the property affected by this easement, the easement within the bounds of the property sold to the U.S. National Forest Service shall terminate and cease to exist.

ARTICLE II - USE AND OTHER RESTRICTIONS

1. The property shall be used for agricultural, farming, equestrian or residential purposes.
2. There shall be no commercial activity of any character upon the property and no building or structure shall be erected thereon to be for any purpose of any trade, manufacturing or other business.
3. No fences shall be erected without written approval of the Declarant. In no case will be chain link fencing be approved as perimeter fencing.
4. No trucks, cars or motorized vehicles may be junked, left unattended or inoperable for over two weeks.
5. No mobile homes or mobile home kindred shall be permitted on any lot or tract.
6. Woods and vegetation shall be maintained in good condition. Grass shall be mowed at regular intervals as to maintain the same in a neat and attractive manner prior to and after dwelling is on said tract. Each lot shall be landscaped. Should any lot owner fail to comply with the provision, then Declarant may take such action as it deems appropriate including, without limitation, mowing and any other action necessary in the Developer's discretion to make the lot neat and attractive. The lot owner shall, immediately upon demand, reimburse Declarant or other performing entity for all its expenses incurred in so doing.

7. No trash, ashes or other refuse may be thrown or dumped on any vacant tract, street or right of way of this subdivision. No outside burning of garbage or debris is permitted. No debris or trash shall be permitted to remain on any tracts of land.

8. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence construction of improvements. Then such material shall be placed within the property lines of the tract of land upon which the improvements are to be erected. Materials shall not be placed in the street or between the curb and property line unless approved by the Declarant or Declarant's designee. The exterior of all improvements started on said land must be completed immediately. When construction of any structure is once begun, work must proceed diligently and must be completed within eight (8) months. No building shall be occupied during construction until substantially complete. Nor shall any residence when completed, be occupied in any manner until made to comply with the approved plans, the requirements herein and all other covenants, conditions, reservations and restrictions herein set forth.

9. No signs, billboards or posters shall be placed on the property except for "For Sale" sign or "For Rent" sign in order to aid in the sale or rental of a lot or residence.

10. No horses shall be stabled on the property other than those belonging to the property owner.

11. Any resubdivision of any parcel shall not create a lot or parcel less than 5 acres in size.

ARTICLE III - APPROVAL OF PLANS

1. No clearing or grading of any lots will be permitted and no structure may be erected or placed on any lot until the lot owner has submitted in writing and the Declarant has approved in writing a site plan, architectural plans and any other information or documents as Declarant in its sole discretion determine. Approval shall not be unreasonably withheld. Declarant reserves the right to waive or modify this Declaration in connection with such approvals as the Declarant may deem necessary and proper. Declarant's reservation of approval power extends to residences, barns, outbuildings, stables and structures of any type.

2. Each residence constructed on the Property must meet the minimum square footage requirements as follows:

- (a) a minimum of 2,000 square feet of living area for a single level residence or
- (b) a minimum of 2,500 of living area for a two story residence.

3. Any dwelling or residence or other building erected on any lot shall be situated on the tract subject to the following minimum setback requirements with regard to the property lines: 40' front line setback; 12' side lin setback and 30' rear line setback.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration of Covenants, Conditions and Restrictions as of the day, month and year first above written.

Joe M. Wilson
 Joe M. Wilson

Billy O. Proffitt
 Billy O. Proffitt

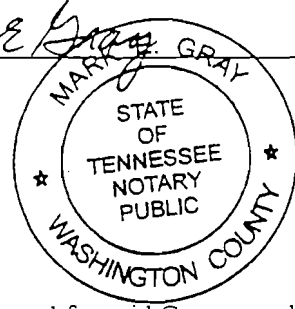
STATE OF TENNESSEE
 COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Joe M. Wilson**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 25th day of August, 2005.

Mark E. Gray
 Notary Public

My Commission Expires: Monday, October 27, 2008



STATE OF TENNESSEE
 COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Billy O. Proffitt**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the 25th day of August, 2005.

Mark E. Gray
 Notary Public

My Commission Expires: Monday, October 27, 2008



Exhibit "A"

Situate, lying and being in the 8th Civil District of Washington County, Tennessee, and more particularly described as follows, to wit:

BEGINNING at a post in the southwesterly right-of-way line of Dry Creek Road, corner to McNees Property Subdivision (Plat Book 18, Page 2); thence leaving Dry Creek Road and with the line of McNees Property Subdivision, South 61° 59' 49" West, 220.97 feet to a post, corner to 32.91 +/- acres retained by the McNees Heirs; thence with the line of the McNees heirs the following four courses and distances: South 36°38'05" West, 1,264.98 feet to an iron rod set; South 42°29'43" East, 398.63 feet to a metal power pole; South 45°41'20" East, 1,083.88 feet to an iron rod set; and North 50°44'30" East, 546.41 feet to an iron rod set in the westerly right-of-way line of Dry Creek Road; thence with the westerly right-of-way line of Dry Creek Road as it curves to the left with a radius of 1,115.92 feet a long chord with bearing South 06°10'29" West, 189.95 feet to a point; thence continuing with Dry Creek Road, South 11°03'26" West 249.35 feet to a point; thence continuing with the westerly right-of-way line of Dry Creek Road as it curves to the left with a radius of 1,667.04 feet a long chord with bearing of South 02°29'39" West, 542.13 feet to a point; thence leaving Dry Creek Road South 82°49'37" West, 70.00 feet to a point; thence North 71°15'17" West, 315.01 feet to a point; (OMITTED CALL); thence North 30°08'47" West, 134.66 feet to a post; thence South 73°04'32" West, 490.88 feet to a point; thence South 29°00'22" East, 108.46 feet to an iron rod found; thence South 28°58'13" East, 337.11 feet to an oak stump with wire; thence South 05°31'43" West, 360.32 feet to a point; thence North 84°32'04" West, 208.66 feet to a 38" oak with wire; thence South 88°34'12" West, 230.69 feet to an iron rod set at fence intersection; thence South 48°14'59" West, 529.85 feet to an iron rod set at fence intersection, corner to France (Deed Book 394, Page 339), thence with France's line the following three courses and distances: South 76°57'39" West, 927.66 feet to a point; North 11°26'10" West, 1,260.64 feet to a 54 inch white oak; and North 85°54'10" West, 271.31 feet to an iron rod set, corner to Slagle (Deed Book 631, Page 138); thence with Slagle's line the following three courses and distances: North 04°09'25" East, 502.22 feet to a post; North 04°11'49" East, 402.19 feet to a post; and North 48°44'27" West, 125.64 feet to a post; thence North 36°38'05" East, 3,465.72 feet to an iron rod found in the southwesterly right-of-way line of Dry Creek Road, corner to Wexler (Plat Book 17, Page 48); thence with the southwesterly right-of-way line of Dry Creek Road, the following eight bearings and distances or curves: South 35°25'30" East, 131.64 feet to a point; South 54°27'18" West, 10.00 feet to a point; South 35°32'42" East, 92.09 feet to a point; a curve to the right with a radius of 2,825.94 feet a long chord with bearing South 35°55'24" East, 82.91 feet to a point; thence North 54°54'53" East, a distance of 5.00 feet to a point; a curve to the right with a radius of 2,829.79 feet a long chord with bearing of South 30°57'29" East, 394.56 feet to a point; North 62°54'28" East, 5.00 feet to a point; a curve to the left with a radius 2,834.79 feet a long chord with bearing of South 25°29'13" East, 149.58 feet to a point; South 24°04'06" East, 172.21 feet to a point; and South 19°46'38" East, 117.41 to the point of BEGINNING, as shown by a map entitled "McNees Heirs", dated February 16, 2003, prepared by Joseph G. McCoy, III, Tennessee Registered Land Surveyor No. 1430, c/o McCoy Land Surveying, 806 East Jackson Blvd., Suite 11, Jonesborough, TN 37659.

AND BEING part of the same property conveyed to Joe M. Wilson and Billy O. Proffitt by deed from Robert A. McNees, III et ux et al dated March 3, 2004 and recorded March 3, 2004 at 2:00 p.m. in official records film Roll 378, Image 2422, in the Register's Office for Washington County, Tennessee, to which reference is here made.