

**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 \_\_\_\_\_ day of \_\_\_\_\_, 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 intends to subdivide the property into 19 tracts, numbered 1 through 19, containing the respective acreages shown on Exhibit "A" attached hereto; and,

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

C1/d:declaration/walden's ridge lake restrictions (12-1-09)

**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 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 Exhibits "B", "C", "D", and "E" attached hereto. 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 Exhibits "B", "C", "D", and "E" attached hereto. 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 described on the attached Exhibits.

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 Properties are for

non-commercial use only. No commercial use of the roads 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 Properties 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. Exhibit "A" attached hereto sets out the acreage contained in each of the 19 tracts making up Walden's Ridge properties. A portion of the acreage in Tracts 1 through 17 is property covered by the surface of the Lake. Exhibit "A" sets out the approximate acreage of each of those tracts lying in the lakebed of Walden's Ridge 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 such 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. A description of the tract containing the Dam is attached as Exhibit "F". 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. A description of those facilities is attached hereto as Exhibit "G". 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**

By \_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

**RIDGE LAKE PROPERTY  
ASSOCIATION**

**WALDEN'S  
OWNERS**

By \_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_