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**RESTRICTIONS AND RESERVATIONS
SAWYERS POND**

DECLARATION OF RESTRICTIONS on land embraced in **SAWYERS POND**, a subdivision of Washington County, Tennessee as shown by plat recorded in Plat Book 19, Page 960, in the Office of the Register of Deeds for Washington County, Tennessee.

We, **Joe M. Wilson, Clarence Mabe, Bucky Mabe and Mark Larkey**, the owners of all of the land embraced in Sawyers Pond, (hereinafter collectively referred to as the "Developer") do hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, shall be deemed to be covenants running with the land and be binding upon the Developer, his heirs, successors and assigns, and all subsequent land or lot owners.

RESERVATIONS AND EASEMENTS

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in Sawyers Pond shall ever be used as a street without the written consent from the undersigned or their designees.
4. Easement for walking trail as shown on recorded plat, said easement to be common area maintained by the Homeowners Association.
5. Such other easements and common areas as may be established by the Developer by plat or otherwise.
6. The right to enter in accordance with Paragraph 19 below.

GENERAL RESTRICTIONS

1. Use.

The lots with Sawyers Pond (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. No residence located within the Subdivision shall ever be used for rental purposes or occupied by anyone other than the owner of the lot without the prior written approval of the Developer. There shall not exist on any lot at any time

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MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, WASHINGTON COUNTY
GINGER B. JILTON
REGISTER OF DEEDS

more than one residence. No trailer, tent, shack, barn, temporary building, outbuildings, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garages, which shall be for the use only of the occupants of the residence with which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, must be constructed in design and materials in a manner identical with the residence and must be approved in advanced by the undersigned or their designee. Garage doors shall remain closed except for the entering and existing of vehicles.

2. Structures-Materials.

Residences shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes for which they are incorporated into the residence. Exterior of any structure, including residences, garages and retaining walls, shall not be constructed of concrete blocks, cinder blocks or materials of similar appearance, nor shall artificial, simulated, fake or imitation materials including vinyl or aluminum siding, be used. Vinyl and aluminum siding may be used for soffits only. The exterior of all residences may be a combination of laid natural stone, cedar shake siding, brick, exterior insulation and finish systems, synthetic stucco systems, all as approved by the Developer or its designee or other materials as approved by the Developer or its designee. No mobile homes, mobile home kindred, manufactured homes, prefabricated homes or modular homes shall be erected or maintained within Sawyers Pond. All roofs shall be architectural styled fiberglass shingles rated for a 40-year life or better and shall include accents of standing seam copper. Any metal portion of any roof shall be for accent only of the standing seam style. All electric service drops to any structures are to be underground.

3. Structure, Size and Shape.

(a) Lot 1, Block A - is currently improved with a residence which will be used temporarily as the sales center. Developer, by this Declaration, approves all aspects of this residence as a completed structure under these restrictions.

(b) As to Lots 2 through and inclusive of Lot 15, Block A - One-story residences shall have no less than 2,000 square feet of floor area devoted to living purposes, exclusive of front porches and garages. Two story and one and a half story residences shall have no less than 2,300 square feet of floor area with a minimum of 1,300 square feet on the ground floor devoted to living purposes exclusive of open porches and garages.

(c) As to Lots 1 through and including Lot 22, Block B - One-story residences shall have no less than 2,200 square feet of floor area devoted to living purposes, exclusive of front porches and garages. Two story and one and a half story residences shall have no less

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than 2,600 square feet of floor area with a minimum of 1,600 square feet on the ground floor devoted to living purposes exclusive of open porches and garages.

(d) No residence shall be constructed with a straight line roof. Bonus Rooms or finished basement areas do not count as square foot for the above square footage requirements.

4. Structures - Construction.

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, and then such material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line unless approved by the undersigned or their designee. After construction of any structure has commenced, work thereon must be prosecuted diligently and must be completed within eight (8) months. Completion of the exterior of all improvements started on said land, including driveway, sidewalks, finish grading and landscaping shall be given priority and expedited to the maximum extent possible in order to minimize the disturbance created during the construction process. No residence may be in any manner occupied until complete and made to comply with approved plans, the requirements herein, and all other covenants, conditions, reservations and restrictions here in set forth and a certificate of occupancy granted from the City of Johnson City.

5. Sod and Landscaping.

The front and side yards and 50 feet of the rear yard immediately behind the residence of each home shall be sodded and have an automatic lawn irrigation system installed. A minimum of Three Thousand Dollars (\$3,000.00) shall be invested in landscaping plant material and labor. Lot 1, Block A, having been previously landscaped, is exempt from the requirements of this Paragraph 5.

6. TDEC Compliance.

All lot owners will comply with all requirements of Tennessee Department of Environment and Conservation. Lot owners must contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent ("NOI") for storm water discharge as well as any other applicable requirements.

7. Construction Clean-up.

Throughout the course of construction, the job site shall be kept in a neat and orderly condition. Excess material, trash and other debris shall not be allowed to accumulate on

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site. Necessary measures must be taken to prevent job site debris from relocating to adjoining lots. Weekly clean-up shall be performed in order to maintain a neat and orderly job site.

8. Approval of Plans.

(a) For the purpose of further insuring the development of Sawyers Pond as a neighborhood of high standards, the undersigned or their designee hereby reserves the right and power to approve the homes and other improvements placed on each lot as well as to make such exceptions to these Reservations and Restrictions as the undersigned or the designee shall deem necessary and proper.

(b) In order to be considered for approval, the homeowner or builder shall submit the following information: (1) complete set of Architectural Plans, (2) detailed site plan showing building setbacks, retaining walls, driveway location and existing and proposed drainage; (3) landscape plan, (4) exterior surface materials and (5) exterior color scheme.

(c) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or the successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees, that no building, wall, fence or other structure shall be placed upon such lot unless and until the plans and specifications therefore and sit plan have been approved in writing by the undersigned or their designee. Each such building, wall, fence, or structure shall be placed on the premises only in accordance with the plans and specifications and site plan approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or the designee shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. The undersigned or their designee agree to approve or disapprove the plans and specifications within 30 days after written request thereof. the undersigned may appoint one or more persons as the designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided. The Developer reserves the right to convey all privileges, powers, rights and authority to approve or disapprove as provided in this restriction to a committee to be known as Sawyers Pond Architectural Committee.

9. Approval of Contractors.

Any and all contractors seeking to construct or modify a home located in Sawyers Pond must be approved prior to commencement of construction by Developer or Developer's designee. Said Developer or Developer's designee having the sole authority to approve or reject any builder. In order to obtain the necessary approval of the builder, such builder and/or homeowner must submit such information as may reasonably be required by the Developer or its designee.

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10. Designee.

The undersigned may appoint one or more persons as the designee for purposes of passing on matters which the undersigned are entitled to approve or disapprove as herein provided.

11. Subdivision and Addition of Lots.

Each lot as shown on the recorded plat hereinbefore referred to, constitutes a building site and no one lot shall be divided into two sites. Further, no building site shall be less than the area of the smallest lot shown on the recorded plat hereinbefore referred to. Multiple lots or a single lot together with a contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided without the approval of the Developer or their designee. The owners/developers reserve the right to add additional land for the development of additional lots for Sawyers Pond. Undersigned may add additional lots from adjoining properties as future phases to the subdivision. Said lots shall have rights to all amenities of the subdivision and shall be obligated to pay annual maintenance fees.

12. Setback lines.

Setback lines shall be as required by applicable governmental regulation.

13. Fences, Walls, Outbuildings.

(a) No improvement or structure whatever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed, or maintained on any building site.

(b) Above ground storage tanks, for any use, are not allowed.

(c) All garbage and HVAC equipment must be landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(d) Satellite dishes smaller than one meter in diameter used for the reception of satellite signals must be approved prior to installation. Television broadcast antennas, as well as any other antennae, are not allowed.

(e) Retaining walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with paragraph 2 above. No boundary line hedge or shrubbery shall be permitted with a height of more than six feet, nor are any boundary walls of any height allowed.

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(f) No wall of any height or for any purpose shall be constructed on any lot until after the height, type, design, and approximate location thereof shall have been approved in writing by the undersigned or their designee. The heights or elevations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any question as to such heights may be completely determined by the undersigned or their designee.

(g) No fence shall be constructed on any lot unless and until the plans and material have been approved by the undersigned or the designee in writing. Fences must be complimentary to the design and materials used in constructing the residence. All fences must be of wrought iron materials.

(h) All driveways must be constructed of concrete or approved pavers.

(i) All mailboxes must conform to the pre-selected style and manufacture of the developers.

14. Native Growth, Vegetation, Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. Grass and shrubbery on each lot shall be mowed and trimmed at regular intervals so as to maintain a neat and attractive appearance. Trees, shrubs, vines, and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his/her obligations hereunder, the undersigned or their designee may cause the obligation to be performed and the owner of the lot shall be obligated to pay for the cost of such work. In the event native growth is removed or injured in violation hereof, the owner shall replace same.

15. Signs.

No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. One sign of no more than six(6) square feet advertising the property for sale and a similarly sized sign used by a builder to advertise the property during the construction and sale period shall be permitted.

16. Nuisances.

Except as provided in Paragraph 17 below, no cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot. No clotheslines or drying yards shall be permitted. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the

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Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the undersigned or their designee may enter upon such lands and remove the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or their designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within 30 days after the owner is billed therefore. No trash, ashes or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors, shall be allowed or kept upon any lot. Nor shall any thing, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surround property. Specifically prohibited, but without limitation thereto, is the keeping of any motor vehicle, including cars, trucks, and motorcycle designed, intended or actually used for the off-road purposes of track racing, dirt-bike riding, motor-cross racing or the like. This prohibition is specifically intended to prohibit dirt-bikes, race cars and trucks and loud motorcycles. This prohibition is not intended to prohibit factory standard on and off road four-wheel drive recreational vehicles. Furthermore, no boat, recreational vehicle, motor home, or camper may be stored on any lot, street, or driveway.

17. Pets.

Dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed two(2) of any species or three(3) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice.

18. Water Supply.

No individual water supply systems, including wells, shall be permitted.

19. Remedies for Violations-Invalidations.

For a violation or breach of any of these Reservations and Restrictions by any person claiming by, through, or under the undersigned or their designee, or by virtue of any judicial proceedings, the undersigned or their designee, and the lot owners, or any of them individually or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent by injunctions the violation or breach of any of them. In addition to the foregoing right, the undersigned or their designee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation of these Reservations and Restrictions exists and summarily abate and remove the same at the expense of the owner, and

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any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the Reservations and Restrictions shall not bar their enforcement. The invalidation of any one or more of the Reservations and Restrictions by any Court of competent jurisdiction in no way shall affect any of the other Reservations and Restrictions, but they shall remain in full force and effect. In the event that the undersigned or their designee incurs any expense in the prevention, abatement, or removal of any violation of these Reservations and Restrictions, and/or incurs any expense in connection with the enforcement, at law or in equity of compliance with these Reservations and Restrictions, such expense, including reasonable attorneys fees, shall be a lien in favor of the undersigned or their designee upon the subdivision for containing the violation or breach.

20. Homeowner's Association.

For the purpose of maintaining common areas, road (other than roads maintained by the applicable governmental authority), community services, and recreational facilities, if any, every owner, in accept a deed or contract for any lot in Sawyers Pond agrees to and shall be a member of and be subject to the obligations, including the obligation to pay dues, and to abide by the decisions of Sawyers Pond Architectural Committee and the By-Laws of Sawyers Pond Homeowner's Association, a nonprofit corporation. The unsold lots of the Developer shall be exempt from the obligation to pay any dues or assessments imposed by the Sawyers Pond Homeowner's Association.

The undersigned may elect to convey all authority for the enforcement of the restrictive covenants to the Homeowner's Association prior to One Hundred percent (100%) of the lots having been sold, but may reserve the rights to architectural control.

21. Changes to Restrictive Covenants.

Until all of the lots have been conveyed, the undersigned reserves the right to amend the restrictive covenants or to waive or modify any restrictions for any lot in the development.

22. Effective Dates.

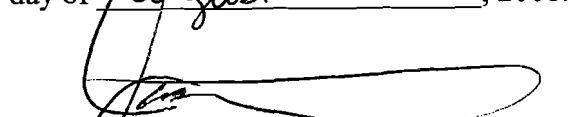
These restriction shall be effective until January 1, 2029 and shall automatically be extended thereafter provided; however, that the owners of the majority of lots in Sawyers Pond may, after January 1, 2029 and after a one year notice to all property owners therein, release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the Office of the Register of Deeds for Washington County, Tennessee after January 1, 2030.

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IN WITNESS WHEREOF, the undersigned have executed this instrument on the 22nd
day of August, 2008.




Joe M. Wilson



Bucky Mabe



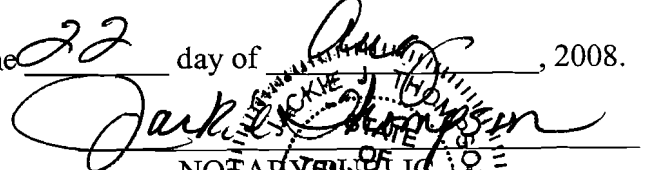
Clarence Mabe



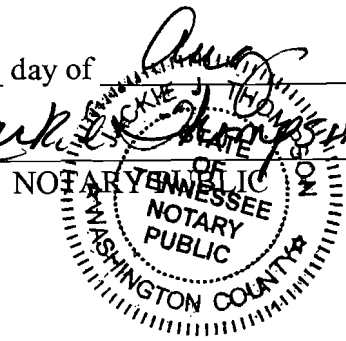
Mark Larkey

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 22 day of August, 2008.


My Commission Expires: 9-01-2010



STATE OF TENNESSEE
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Clarence Mabe**, with whom I am personally acquainted (or who proved to me on the

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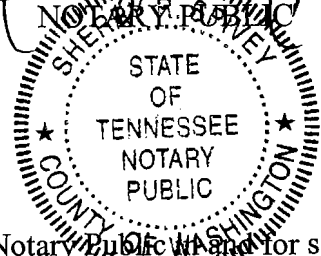
WITNESS my hand and seal on this the 22nd day of August, 2008.

Sherry R. Spivey

NOTARY PUBLIC

My Commission Expires: March 30, 2010

STATE OF TENNESSEE
COUNTY OF WASHINGTON



Personally appeared before me, the undersigned Notary Public in and for said County and State, **Bucky Mabe**, 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.

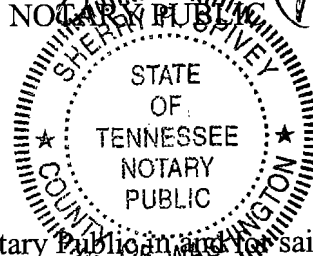
WITNESS my hand and seal on this the 22nd day of August, 2008.

Sherry R. Spivey

NOTARY PUBLIC

My Commission Expires: March 30, 2010

STATE OF TENNESSEE
COUNTY OF WASHINGTON



Personally appeared before me, the undersigned Notary Public in and for said County and State, **Mark Larkey**, 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 22nd day of August, 2008.

Sherry R. Spivey

NOTARY PUBLIC

My Commission Expires: March 30, 2010

STATE OF TENNESSEE
COUNTY OF WASHINGTON



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