

AUCTION & REAL ESTATE INFORMATION

Northgate Land Capital LLC | Online-Only Auction

AUCTION INFORMATION

AUCTION DATE	BUYER'S PREMIUM	DEPOSIT AMOUNT	CLOSING DATE
November 10, 2026 3:00 PM	10%	\$5,000	On or before December 28, 2026
Auction Format		Online only; bids are subject to Seller approval.	
Bidding Website		BlueRidgeLandandAuction.HiBid.com	
Soft Close		A bid received within the final 2 minutes extends bidding for 2 minutes; each bid during an extension restarts the 2-minute period.	
Auction Contact		United Country Blue Ridge Land & Auction • (540) 745-2005	

CHEROKEE LAKE LOT | ±0.99 ACRES

Address	Lot 27R Walnut Bend Dr., Whitesburg, TN 37891
Parcel	Parcel #133C-A-027.00
Acreage	±0.99 acres
Property Type	Vacant waterfront residential lot in the Walnut Bend development

SITE INFORMATION

County	Hawkins County, Tennessee
Legal Reference	PB CAB3 PG 1042A; Lot 27R
Survey / Plat	Survey depicts Lot 27R at approximately 0.99 acre; refer to the recorded plat for exact boundaries
Preview	Property may be inspected by appointment through the Auction Company or Affiliate Broker Kimberly Young at (727) 542-9733

WATERFRONT & ACCESS

Waterfront	Lot fronts Cherokee Lake / Holston River as shown on the aerial mapping and plat in the Bidder Packet
Road Access	Frontage on Walnut Bend Dr. within the Walnut Bend development
Access Easement	Warranty deed conveys a non-exclusive right of access over the subdivision access easement referenced in the recorded plat
Common Amenities	Recorded declaration identifies common lands including private roads and a boat launch; marina provisions are also included in the declaration

RESTRICTIONS & POA

Property Owners Association	Ownership automatically includes membership in Walnut Bend Property Owners Association, Inc.; recorded declaration initially set annual dues at \$400 per lot — verify current amount
Residential Use	Generally limited to one single-family detached residence, one outbuilding and incidental recreational uses, subject to recorded restrictions
Building Requirements	Recorded restrictions state minimum finished living areas of 1,600 sq ft for single-story homes and 1,800 sq ft for multi-story homes; mobile and modular homes are prohibited

GENERAL AUCTION NOTES

Earnest Money	\$5,000 non-refundable deposit, due by wire transfer or certified funds no later than 48 hours after the auction closes
Possession	At closing, after payment in full and transfer of title
Deed	General warranty deed
Taxes	Current-year real estate taxes will be prorated through the date of closing
Condition	Real estate is sold as-is, where-is, with no warranties expressed or implied; financing is not a contingency

SOURCE NOTES

- Property, survey, deed, access, restriction and POA information are summarized from the Bidder Packet. Buyers should review the complete recorded documents and verify current POA dues and requirements.



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Northgate Land Capital LLC by and through Brandon Gates

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Tuesday, November 10th, 2026 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

BROKER/AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

AFFILIATE BROKER – Kimberly Young (Affiliate Broker) of United Country – Clinch Mountain Realty & Auction Co located at 3736 US-25E, Bean Station, TN 37708; (727) 542-9733 has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 0.99 acres; Parcel # 133C-A-027.00; PB CAB3 PG 1042A; Lot 27R

Address: Lot 27R Walnut Bend Dr., Whitesburg, TN 37891

- **Online Bidding Open NOW**
- **Online Bidding Closes on Tuesday, November 10th, 2026 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman** at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Affiliate Broker Kimberly Young with United Country Clinch Mountain Realty and Auction (727) 542-9733 or email clinchmtnrealtykim@gmail.com
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$5,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 28th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Tennessee code § 47-2-328 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to TN State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating TN State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction

Owner, Real Estate Broker, Auctioneer, MBA

102 South Locust Street; PO Box 234

Floyd, VA 24091

540-239-2585

Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Kimberly Young – United Country Clinch Mountain Realty and Auction

Affiliate Broker

3736 US-25E,

Bean Station, TN 37708

(727) 542-9733

clinchmntnrealtykim@gmail.com

Tennessee Real Estate Affiliate Broker License #	331010
North Carolina Real Estate Broker License #	362455



Auction Services

Aerial



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.****



Neighborhood

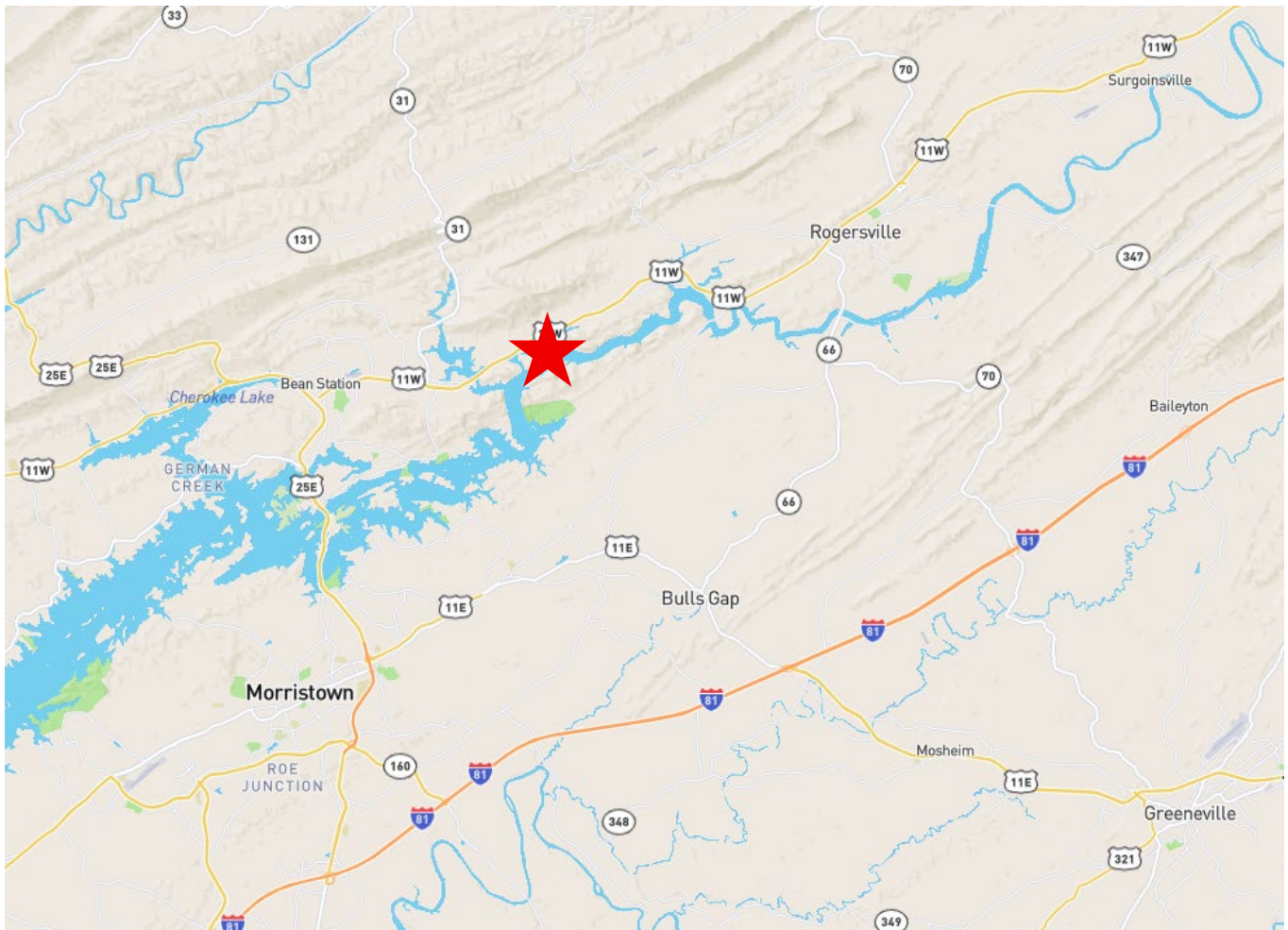
Lot 27R Walnut Bend Dr.,
Whitesburg, TN 37891

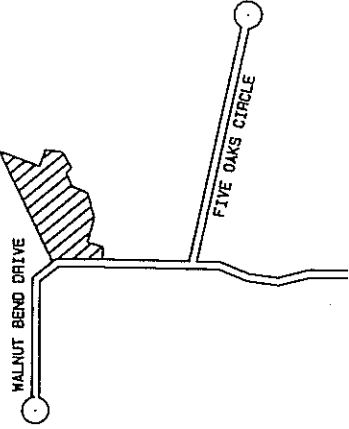




Location

Lot 27R Walnut Bend Dr.,
Whitesburg, TN 37891





NOT TO SCALE

APPROVAL IS HEREBY GRANTED FOR LOTS 27R & 28R, CHEROKEE LAKE, COUNTY, TENNESSEE, AS BEING SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL (SSD) WITH THE LISTED OR ATTACHED RESTRICTIONS.

PRIOR TO ANY CONSTRUCTION OF A STRUCTURE, MOBILE OR PERMANENT, THE PLAN MUST BE APPROVED BY THE DIVISION OF GROUND WATER PROTECTION AND AN SSD SYSTEM PERMIT ISSUED BY THE DIVISION OF GROUND WATER PROTECTION. TAPS, WATER LINES, UNDERGROUND UTILITIES AND DRIVEWAYS SHOULD BE LOCATED AT THE SUBDIVISION LINES UNLESS OTHERWISE NOTED. ANY CUTTING, FILLING OR ALTERATIONS OF THE SOIL CONDITIONS MAY VOID THIS APPROVAL.

DATE 2-14-08
DIVISION OF GROUND WATER PROTECTION

LOTS 27R & 28R, CHEROKEE LAKE, COUNTY, TENNESSEE, AS BEING SUITABLE FOR SUBSURFACE SEWAGE DISPOSAL (SSD) WITH THE LISTED OR ATTACHED RESTRICTIONS.

THIS SURVEY IS SUBJECT TO ANY AND ALL RESTRICTIONS, EASEMENTS, EMBODIMENTS, OR ENCUMBRANCES, EITHER WRITTEN OR UNWRITTEN, BASE BEARING TAKEN FROM MAP CAB. 3 - ENV. 891A. SEE RECORDED MAP FOR DRAINAGE & UTILITY EASEMENTS CAB. 3 - ENV. 891A. ALL LOTS SUBJECT TO AN EASEMENT FOR STREET PAVEMENT ENDOACHMENT IF NECESSARY.

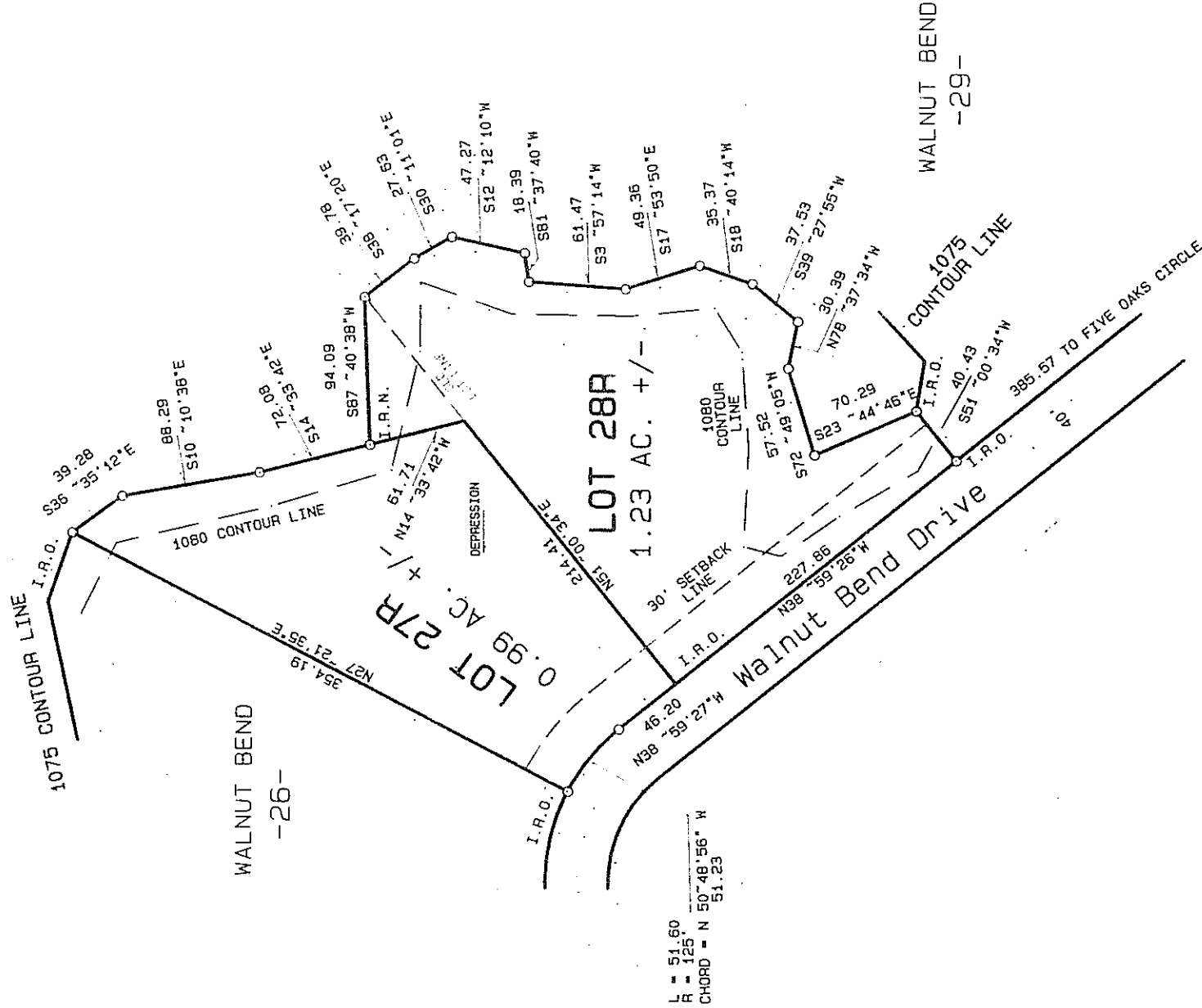
SEE SDTL MAP FOR SSDS INSTALLATION AREA BEFORE STARTING CONSTRUCTION.
SSDS CANNOT BE INSTALLED BELOW 1075 ELEVATION
25 FOOT SETBACK FOR SSDS REQUIRED FROM 1075 ELEVATION

A PERMIT FOR THE INSTALLATION OF THE SUBSURFACE SEWAGE DISPOSAL SYSTEM MUST BE OBTAINED FROM THE ENVIRONMENTAL DEPARTMENT OF THE STATE OF TENNESSEE PRIOR TO CONSTRUCTION OF ANY GROUND WATER PROTECTION BEGINS.

HOUSE LOCATION, CONSTRUCTION OF DWELLINGS WITH LARGE FLOORPLANS, OLD SHAPED CONFIGURATIONS, PROPERTY MAY RESULT IN REDUCTION OF BEDROOMS AND/OR SSD SYSTEM BEING REQUIRED TO BE PUMPED TO A DEPRESSION. (THIS SITUATION CAN BE DISCUSSED.)

SEE MAP CAB. 3 ENV. 891A FOR ADDITIONAL NOTES OF RECORD. WATER LINES, UNDERGROUND UTILITIES AND DRIVEWAYS SHOULD BE LOCATED AT THE SUBDIVISION LINES UNLESS OTHERWISE NOTED.

THERE SHALL BE A 30' MINIMUM BETWEEN ALL WELLS AND ALL SSD SYSTEMS.



Cherokee Lake

Cabinet 3 Env 1042A

08001858

1 PCS. 1 AL. - SUB. BLANK	
JUDY KIRKPATRICK	482.71
01/07/2008 - 11:01:55 AM	
VALUE	
MORTGAGE TAX	0.00
RECORDING FEE	0.00
TRANSFER TAX	0.00
STATE TAX	15.00
NOTARY FEE	2.00
TOTAL AMOUNT	17.00

JUDY KIRKPATRICK
REGISTER OF DEEDS

D.B. 770 - P. 721
MAP CAB. 3 ENV. 891A
TAX MAP 133C GROUP A PARCELS 27 & 28

GATED COMMUNITY

REPLAT OF LOTS 27 & 28, WALNUT BEND

HAWKINS REGIONAL PLANNING COMMISSION

TOTAL ACRES 2.21 +/- TOTAL LOTS 2

ACRES NEW ROAD 0 MILES NEW ROAD 0

OWNER MCKEUGH LAND CO. INC. CIVIL DISTRICT 1st

SURVEYOR MURRELL WEEMS CLOSURE ERROR 1/10.610

SCALE 1" = 100'

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE SUBDIVISION ACT AND THAT THE SAME HAS BEEN RECORDED IN THE OFFICE OF THE REGISTER.

DATE 2-14-08
SECRETARY 22708 REGIONAL PLANNING COMM.

CERTIFICATE OF THE APPROVAL OF SHEETS AND UTILITIES

I HEREBY CERTIFY (1) THAT STREETS, UTILITIES AND EASEMENTS TO BE SHOWN ON THIS PLAT HAVE BEEN LOCATED AND APPROVED BY THE DIVISION OF GROUND WATER PROTECTION AND THE ENVIRONMENTAL DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.

DATE
CITY ENGINEER OR COUNTY ROAD COMM.

CERTIFICATE OF APPROVAL OF WATER & SEWERAGE SYSTEM

I HEREBY CERTIFY THAT THE WATER SUPPLY AND/OR SEWAGE DISPOSAL UTILITY SYSTEMS INSTALLED, OR PROPOSED FOR INSTALLATION, ON THIS PLAT HAVE BEEN APPROVED BY THE ENVIRONMENTAL DEPARTMENT, AND ARE HEREBY APPROVED AS SHOWN.

DATE
CITY OR COUNTY HEALTH OFFICER OR REPRESENTATIVE

CERTIFICATE OF ACCURACY

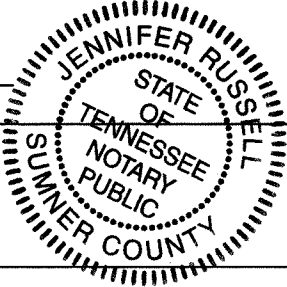
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORDING OF THE SAME IN THE OFFICE OF THE REGISTER.

DATE MAY 10 2007
MURRELL WEEMS
REGISTERED ENG. OR SURVEYOR

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM THE OWNER (S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY DEDICATE THE SAME TO THE PUBLIC AS A HIGHWAY, AND I HEREBY REQUEST THAT THE SAME BE PLACED ON THE MAPS AND RECORDS OF THE REGISTER.

DATE 2-27-08
OWNER

		STATE OF TENNESSEE COUNTY OF Hawkins <u>Sumner</u> The actual consideration or value, whichever is greater, for this transfer is \$70,000.00 _____ Affiant Subscribed and sworn to before me, this <u>17th</u> day of <u>March</u> , <u>2026</u> . <u>Jennifer Russell</u> Notary Public My commission expires: <u>01/30/2029</u>
THIS INSTRUMENT WAS PREPARED BY Signature Title Services, LLC 309 W Main St, Ste A Murfreesboro, TN 37130		
		
WARRANTY DEED		
Address of New Owner(s) as follows: Northgate Land Capital, LLC	Send Tax Bills To: New Owner	Map-Parcel Numbers: 133C-A-027.00
750 Hawthorn Row #1108		
Vernon Hills, IL 60061		

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID BY THE
HEREINAFTER NAMED GRANTEES, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE
RECEIPT OF WHICH IS HEREBY ACKNOWLEDGE, WE,

Kenneth M Suesse and Debra J Suesse, husband and wife

HEREINAFTER CALLED THE GRANTORS, HAVE BARGAINED AND SOLD, AND BY THESE
PRESENTS DO TRANSFER AND CONVEY UNTO

Northgate Land Capital, LLC

HEREINAFTER CALLED THE GRANTEES, THEIR HEIRS AND ASSIGNS, A CERTAIN TRACT OR
PARCEL OF LAND IN Hawkins COUNTY, STATE OF TENNESSEE, DESCRIBED AS FOLLOWS, TO-
WIT:

Land in Hawkins County, Tennessee, being Lot No. 27R, Replat of Lots 27 and 28 of Walnut Bend, of
record in Map Cabinet 3, Envelope 1042A, Register's Office for Hawkins County, Tennessee, to which
reference is hereby made for a more complete and accurate legal description of said property.

THERE IS ALSO CONVEYED the non-exclusive right for access to the subdivision over that easement
granted from The Sequoyah County, Inc, Boy Scouts of America, of record in Record Book 604, Page
632, as re-recorded in Record Book 770, Page 623, which easement is shown on the plat of record in
Map Cabinet B, Envelope 930B, Register's Office for Hawkins County, Tennessee.

Being the same property conveyed to Kenneth M Suesse and wife, Debra J Suesse, as tenants by the
entirety, by Deed from Fifth Third Bank, a Michigan banking corporation, dated December 8, 2009, of
record in Book 974, Page 455, in the Register's Office for Hawkins County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Restriction Amendments of record in Book 992, Page 413 & Book 1082, Page 760, said Register's
Office.

Subject to any and all encumbrances, restrictions, easements, plats, covenants, rights, and conditions that may appear of record in the Register's Office of Hawkins County, Tennessee.

This is improved (X) unimproved () property known as 0 Walnut Bend Dr, Whitesburg, TN 37891.

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said GRANTEES, their heirs and assigns forever; and we do covenant with the said GRANTEES that we are lawfully seized and possessed of said land in fee simple, have a good right to convey it and the same in unencumbered, unless otherwise herein set out; and we do further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said land to the said GRANTEES, their heirs and assigns, against the lawful claims of all persons whomsoever. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Kenneth M. Suesse Date: 3/12/26
Kenneth M Suesse

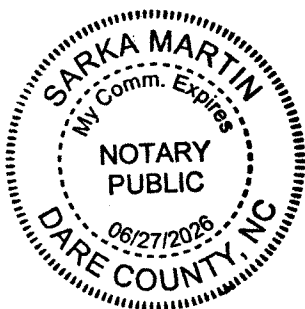
Debra J Suesse Date: 3/12/2026
Debra J Suesse

STATE OF North Carolina

COUNTY OF DARE

Personally appeared before me, a Notary Public of said County and State, Kenneth M Suesse and Debra J Suesse, the within named Grantor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 12 day of MARCH, 2026.



[Signature]
NOTARY PUBLIC
JUN 27 2026
My Commission Expires: _____

This certificate is attached to a.....
Warranty Deed
dated 3/12/26 of pages, signed by:
Kenneth M. Suesse and Debra J Suesse

3 PGS : WARRANTY DEED

LAGONDA SHAW 189183 - 26001656

03/17/2026 - 12:29:07 PM

VALUE 70000.00

MORTGAGE TAX 0.00

TRANSFER TAX 259.00

RECORDING FEE 15.00

DP FEE 2.00

REGISTER'S FEE 1.00

TOTAL AMOUNT 277.00

STATE of TENNESSEE, HAWKINS COUNTY

JUDY KIRKPATRICK

REGISTER OF DEEDS

Tennessee Certification of Electronic Document

I, Jennifer Russell, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 3/12/26 (date of document).

Jennifer Russell
Affiant Signature

3/17/26
Date

State of Tennessee

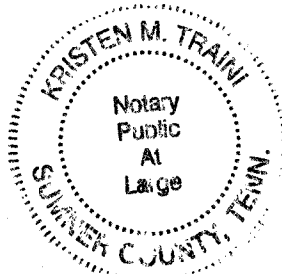
County of Sumner

Sworn to and subscribed before me this 17th day of March 2026.

[Signature]
Notary's Signature

MY COMMISSION EXPIRES: 10/24/2028

NOTARY'S SEAL



LOT/LAND PURCHASE AND SALE AGREEMENT

- 1. Purchase and Sale.** For and in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned buyer

_____ (“Buyer”) agrees to buy and the undersigned seller Northgate Land Capital LLC, by and through Brandon Gates (“Seller”) agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract of land known as: Lot 27R Walnut Bend Dr

(Address) Whitesburg (City), Tennessee, 37891 (Zip), as

recorded in Hawkins County Register of Deeds Office,

_____ deed book(s), _____ page(s), and/or _____ instrument number and as further described

as: Parcel ID: 133C-A-027.00

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the “Property.”

- ☐ **This box must be checked to be part of this Agreement.** The full and legal description of said Property is as described in the attached “Legal Description Exhibit.”

A. LEASED ITEMS. Leased items that remain with the Property (e.g. billboards, irrigation systems, fuel tank, etc.) _____ Buyer shall assume any and all lease payments as of Closing. If leases are not assumable, the balance shall be paid in full by Seller at or before Closing.

- ☐ Buyer does not wish to assume a leased item. **(THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.)**

- ☐ Buyer does not wish to assume Seller's current lease of _____; therefore, Seller shall have said lease cancelled and leased items removed from Property prior to Closing.

B. FUEL. Fuel, if any, shall be adjusted and charged to Buyer and credited to Seller at Closing at current market prices.

- 2. Purchase Price, Method of Payment and Closing Expenses.** Buyer warrants that, except as may be otherwise provided herein, Buyer shall at Closing have sufficient cash to complete the purchase of the Property under the terms of this Lot/Land Purchase and Sale Agreement (hereinafter “Purchase and Sale Agreement” or “Agreement”). The purchase price to be paid is: \$ _____, _____ U.S. Dollars, (“Purchase Price”) which shall be disbursed to Seller or Seller’s Closing Agency by one of the following methods:

- i. a Federal Reserve Bank wire transfer;
- ii. a Cashier’s Check issued by a financial institution as defined in 12 CFR § 229.2(i); OR
- iii. other such form as is approved in writing by Seller.

This price is based (Select one. The sections not checked are not a part of this Agreement.):

- ☒ for entire Property as a tract, and not by the acre **OR**
- ☐ per acre with the Purchase Price to be determined by the actual amount of acreage of the Property, \$ _____ per acre based on a current or mutually acceptable survey **OR**
- ☐ for entire Property as a tract but with the Purchase Price to be adjusted upward or downward at \$ _____ per acre in the event the actual amount of acreage of the Property based on a current or mutually acceptable survey should vary more or less than _____ acre(s) from the _____ estimated acreage.

A. Appraisal (Select either 1 or 2 below. The sections not checked are not a part of this Agreement).

- ☒ **1.** This Agreement **IS NOT** contingent upon the appraised value either equaling or exceeding the agreed upon Purchase Price.
- ☐ **2.** This Agreement **IS CONTINGENT** upon the appraised value either equaling or exceeding the agreed upon Purchase Price If appraised value is equal to or exceeds the Purchase Price, this contingency is satisfied. In consideration of Buyer having conducted an appraisal, the sufficiency of such consideration being hereby acknowledged, if the appraised value of the Property does not equal or exceed the Purchase Price, Buyer

shall promptly notify the Seller via the Notification Form or equivalent written notice. Buyer shall then have 3 days to either:

1. waive the appraisal contingency via the Notification Form or equivalent written notice
- OR**
2. terminate the Agreement by giving notice to Seller via the Notification Form or equivalent written notice. Upon timely termination, Buyer is entitled to a refund of the Earnest Money/Trust Money.

In the event Buyer fails to either waive the appraisal contingency or terminate the Agreement as set forth above, this contingency is deemed satisfied. Thereafter, failure to appraise shall not be used as the basis for loan denial or termination of Agreement. Seller shall have the right to request any supporting documentation showing appraised value did not equal or exceed the agreed upon Purchase Price.

B. Closing Expenses.

1. **Seller Expenses.** Seller shall pay all existing loans affecting the Property, including all penalties, release preparation costs, and applicable recording costs; any accrued and/or outstanding association dues or fees; fee (if any) to obtain lien payoff/estoppel letters/statement of accounts from any and all associations, property management companies, mortgage holders or other liens affecting the Property; Seller's Closing fee, document preparation fee and/or attorney's fees; fee for preparation of deed; notary fee on deed; and financial institution (Bank, Credit Union, etc.) wire transfer fee or commercial courier service fee related to the disbursement of any lien payoff(s). Seller additionally agrees to permit any withholdings and/or to pay any additional sum due as is required under the Foreign Investment in Real Property Tax Act. Failure to do so shall constitute a default by Seller.

In the event Seller is subject to Tax Withholding as required by the Foreign Investment in Real Property Tax Act, (hereinafter "FIRPTA"), Seller additionally agrees that such Tax Withholding must be collected from Seller by Buyer's Closing Agent at the time of Closing. In the event Seller is not subject to FIRPTA, Seller shall be required as a condition of Closing to sign appropriate affidavits certifying that Seller is not subject to FIRPTA. *It is Seller's responsibility to seek independent tax advice or counsel prior to the Closing Date regarding such tax matters.*

2. **Buyer Expenses.** Buyer shall pay all transfer taxes and recording fees on deed of conveyance and deed of trust; Buyer's Closing fee, document preparation fee and/or attorney's fees; preparation of note, deed of trust, and other loan documents; mortgage loan inspection or boundary line survey; credit report; required premiums for private mortgage, hazard and flood insurance; required reserved deposits for insurance premiums and taxes; prepaid interest; re-inspection fees pursuant to appraisal; and any costs incident to obtaining and closing a loan, including but not limited to: appraisal, origination, discount points, application, commitment, underwriting, document review, courier, assignment, photo, tax service notary fees, and any wire fee or other charge imposed for the disbursement of the Seller's proceeds according to the terms of this Agreement.

3. **Title Expenses.** Cost of title search, mortgagee's policy and owner's policy (rates to be as filed with the Tennessee Department of Commerce and Insurance) shall be paid as follows:
Purchaser _____.

Simultaneous issue rates shall apply. It is the Buyer's responsibility to seek independent advice or counsel prior to Closing from Buyer's Closing Agency regarding the availability and coverage provided under and American Land Title Association Standard Owner's Insurance Policy and, if available, a Homeowner's Title Insurance Policy which provides additional coverage.

Not all of the above items (Seller Expenses, Buyer Expenses and Title Expenses) are applicable to every Transaction and may be modified as follows:

Closing Agency for Buyer & Contact Information: _____

Closing Agency for Seller & Contact Information: _____

- C. **Financial Contingency – Loan(s) To Be Obtained:** This Agreement is conditioned upon Buyer's ability to obtain a loan(s) in the principal amount up to _____% of the Purchase Price listed above to be secured by a deed of trust on the Property. "Ability to obtain" as used herein means that Buyer is qualified to receive the loan described herein based upon Lender's customary and standard underwriting criteria. In consideration of Buyer, having acted in

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good faith and in accordance with the terms below, being unable to obtain financing by the Closing Date, the sufficiency of such consideration being hereby acknowledged, Buyer may terminate this Agreement by providing written notice via the Notification form or equivalent written notice. Seller shall have the right to request any supporting documentation regarding loan denial. Upon termination, Buyer is entitled to a refund of the Earnest Money/Trust Money. Lender is defined herein as the financial institution funding the loan.

The loan shall be of the type selected below (**Select the appropriate boxes. Unselected items shall not be part of this Agreement**):

☐ Conventional Loan ☐ Rural Development/USDA

☒ Other Not subject to financing

Buyer may apply for a loan with different terms and conditions and also Close the transaction provided all other terms and conditions of this Agreement are fulfilled and the new loan does not increase any costs charged to Seller. Buyer shall be obligated to Close this transaction if Buyer has the ability to obtain a loan with terms as described herein and/or any other loan for which Buyer has applied and been approved.

Loan Obligations: *The Buyer agrees and/or certifies as follows:*

- (1) Within three (3) days after the Binding Agreement Date, Buyer shall make application for the loan and shall pay for credit report. Buyer shall immediately notify Seller or Seller's representative of having applied for the loan and provide Lender's name and contact information, and that Buyer has instructed Lender to order credit report. Such certifications shall be made via the Notification form or equivalent written notice;
- (2) Within fourteen (14) days after the Binding Agreement Date, Buyer shall warrant and represent to Seller via the Notification form or equivalent written notice that:
 - a. Buyer has notified Lender of an Intent to Proceed and has available funds to Close per the signed Loan Estimate; and
 - b. Buyer has requested that the appraisal be ordered and affirms that the appraisal fee has been paid.
- (3) Buyer shall pursue qualification for and approval of the loan diligently and in good faith;
- (4) Buyer shall continually and immediately provide requested documentation to Lender and/or loan originator;
- (5) Unless otherwise stated in this Agreement, Buyer represents that this loan is not contingent upon the lease or sale of any other real property and the same shall not be used as the basis for loan denial; and
- (6) Buyer shall not intentionally make any material changes in Buyer's financial condition which would adversely affect Buyer's ability to obtain the Primary Loan or any other loan referenced herein.

Should Buyer fail to timely comply with 2.C.(1) and/or 2.C.(2) above and provide notice as required, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

THIS BOX MUST BE CHECKED IN ORDER FOR IT TO BE A PART OF THIS AGREEMENT.

☒ **Financing Contingency Waived** (e.g. "All Cash", etc.):

Buyer's obligation to Close shall not be subject to any financial contingency. Buyer reserves the right to obtain a loan. Buyer shall furnish proof of available funds to close in the following manner: _____ (e.g. bank statement, Lender's commitment letter) within five (5) days after Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived. Failure to Close due to lack of funds shall be considered default by Buyer.

In the event that this Agreement is contingent upon an appraisal, Buyer must order the appraisal and provide Seller with the name and telephone number of the appraisal company and proof that appraisal was ordered within five (5) days of the Binding Agreement Date. Should Buyer fail to do so, Seller may make written demand for compliance via the Notification form or equivalent written notice. If Buyer does not furnish Seller with the requested documentation within two (2) days after such demand for compliance, Buyer shall be considered in default and Seller

has the right to terminate this Agreement. If the Seller fails to terminate before the Buyer cures, then that right has been waived.

- 3. Earnest Money/Trust Money.** Buyer has paid or shall pay within 2 bus. days after the Binding Agreement Date to _____ (name of Holder) ("Holder") located at _____ (address of Holder), an Earnest Money/Trust Money deposit of \$ 5,000 by check (OR _____) ("Earnest Money/Trust Money").

A. Failure to Receive Earnest Money/Trust Money. In the event Earnest Money/Trust Money (if applicable) is not timely received by Holder or Earnest Money/Trust Money check or other instrument is not honored, for any reason by the bank upon which it is drawn, Holder shall promptly notify Buyer and Seller of the Buyer's failure to deposit the agreed upon Earnest Money/Trust Money. Buyer shall then have one (1) day to deliver Earnest Money/Trust Money in immediately available funds to Holder. In the event Buyer does not deliver such funds, Buyer is in default and Seller shall have the right to terminate this Agreement by delivering to Buyer or Buyer's representative written notice via the Notification form or equivalent written notice. In the event Buyer delivers the Earnest Money/Trust Money in immediately available funds in the form of a wire transfer or cashier's check to Holder before Seller elects to terminate, Seller shall be deemed to have waived Seller's right to terminate, and the Agreement shall remain in full force and effect.

B. Handling of Earnest Money/Trust Money upon Receipt by Holder. Earnest Money/Trust Money (if applicable) is to be deposited promptly after the Binding Agreement Date or the agreed upon delivery date in this Earnest Money/Trust Money section or as specified in the Special Stipulations section contained herein. Holder shall disburse Earnest Money/Trust Money only as follows:

- (a) at Closing to be applied as a credit toward Buyer's Purchase Price;
- (b) upon a written agreement signed by all parties having an interest in the funds;
- (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money/Trust Money;
- (d) upon a reasonable interpretation of the Agreement; or
- (e) upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter.

Holder shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Holder. No party shall seek damages from Holder (nor shall Holder be liable for the same) for any matter arising out of or related to the performance of Holder's duties under this Earnest Money/Trust Money section. Earnest Money/Trust Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

4. Closing, Prorations, Special Assessments and Association Fees.

A. Closing Date. This transaction shall be closed ("Closed") (evidenced by delivery of warranty deed and payment of Purchase Price, the "Closing"), and this Agreement shall expire at 11:59 p.m. local time on the 28th day of December, 2026 ("Closing Date"), or on such earlier date as may be agreed to by the parties in writing. Such expiration does not extinguish a party's right to pursue remedies in the event of default. Any extension of this date must be agreed to by the parties in writing via the Closing Date/Possession Date Amendment or equivalent written agreement.

1. Possession. Possession of the Property is to be given (Select the appropriate boxes below. Unselected items shall not be part of this Agreement):

☒ at closing as evidenced by delivery of warranty deed and payment of Purchase Price;

OR

☐ as agreed in the attached and incorporated Temporary Occupancy Agreement;

B. Prorations. Real estate taxes, rents, dues, maintenance fees, and association fees on said Property for the calendar year in which the sale is Closed shall be prorated as of the Closing Date. In the event of a change or reassessment of taxes for the calendar year after Closing, the parties agree to pay their recalculated share. Real estate taxes, rents, dues, maintenance fees, and association fees for prior years and rollback taxes, if any, shall be paid by Seller.

SAMPLE

C. **Greenbelt.** If property is currently classified by the property tax assessor as “Greenbelt” (minimum of 15 acres or otherwise qualifies), does the Buyer intend to keep the property in the Greenbelt? (**Select the appropriate boxes below. Unselected items shall not be part of this Agreement**):

- ☐ Buyer intends to maintain the property’s Greenbelt classification and acknowledges that it is Buyer’s responsibility to make timely and proper application to ensure such status. Buyer’s failure to timely and properly make application shall result in the assessment of rollback taxes for which Buyer shall be obligated to pay. Buyer should consult the tax assessor for the county where the property is located prior to making this offer to verify that their intended use shall qualify for Greenbelt classification.
- ☐ Buyer does not intend to maintain the property’s Greenbelt status and rollback taxes shall be payable by the Seller at time of closing.

D. **Special Assessments.** Special Assessments approved or levied prior to the Closing Date shall be paid by Seller at or prior to Closing unless otherwise agreed as follows:

E. **Association Fees.** Buyer shall be responsible for all homeowner or condominium association transfer fees, related administration fees (not including statement of accounts), capital expenditures/contributions incurred due to the transfer of the Property and/or like expenses which are required by the association, property management company and/or the bylaws, declarations or covenants for the Property (unless otherwise specifically addressed herein and/or unless specifically chargeable to Seller under applicable bylaws, declarations, and/or neighborhood covenants).

5. Title and Conveyance.

A. Seller warrants that at the time of Closing, Seller shall convey or cause to be conveyed to Buyer or Buyer’s assign(s) good and marketable title to said Property by general warranty deed, subject only to:

- (1) Zoning;
- (2) Setback requirements and general utility, sewer, and drainage easements of record on the Binding Agreement Date upon which the improvements do not encroach;
- (3) Subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the Binding Agreement Date; and
- (4) Leases and other encumbrances specified in this Agreement.

If title examination, closing or loan survey pursuant to Tenn. Code Ann. § 62-18-126, boundary line survey, or other information discloses material defects, Buyer may, at Buyer’s discretion:

- (1) accept the Property with the defects **OR**
- (2) require Seller to remedy such defects prior to the Closing Date. Buyer shall provide Seller with written notice of such defects via the Notification form or equivalent written notice. If defects are not remedied prior to the Closing Date, Buyer may elect to extend the Closing Date by mutual written agreement evidenced by the Closing Date/Possession Amendment form or other written equivalent. If defects are not remedied by the Closing Date or any mutually agreed upon extension thereof, this Agreement shall terminate, and Buyer shall be entitled to a refund of Earnest Money/Trust Money.

Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Tennessee shall insure at its regular rates, subject only to standard exceptions. The title search or abstract used for the purpose of evidencing good and marketable title must be acceptable to the title insurance agent and the issuing title insurance company. Seller agrees to execute such appropriate affidavits and instruments as may be required by the issuing title insurance company.

B. Buyer warrants Buyer has reviewed Tenn. Code Ann. Title 66, Chapter 2, Part 3 and is not a prohibited foreign party or prohibited foreign-party controlled business prohibited from purchasing agricultural or non-agricultural land in Tennessee pursuant to the statute.

C. **Deed.** Name(s) on Deed to be: _____
It is the Buyer’s responsibility to consult the closing agency or attorney prior to Closing as to the manner in which Buyer holds title.

6. Inspections and other requirements made a part of this Agreement.

ALL INSPECTIONS ARE TO BE MADE AT BUYER’S EXPENSE. Buyer, its inspectors and/or representatives shall have the right and responsibility to enter the Property during normal business hours for the purpose of making inspections

and/or tests. Buyer agrees to indemnify Seller for the acts of themselves, their inspectors and/or representatives in exercising their rights under this section. Buyer's obligations to indemnify Seller shall also survive the termination of this Agreement by either party, which shall remain enforceable. Buyer shall make such inspections as indicated in this section and either accept the Property in its present condition by written notice to Seller or terminate the Agreement as provided for in each section marked below.

[Select any or all of the following stipulations. Unselected items are not a part of this Agreement.]

- ☐ **A. Feasibility Study.** Buyer shall have the right to review all aspects of the Property, including but not limited to, all governmental, zoning, soil and utility service matters related thereto. In consideration of Buyer having conducted Buyer's good faith review as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer shall provide written notification to Seller and/or Seller's Broker within _____ days after Binding Agreement Date that Buyer is not satisfied with the results of such review, and this Agreement shall automatically terminate and Broker shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide notice, then this contingency shall be deemed to have been waived by Buyer. Seller acknowledges and agrees that Buyer and/or Buyer's agents and employees may have free access during normal business hours to visit the Property for the purpose of (1) inspection thereof and (2) conducting such soil and other tests thereon as are deemed reasonably necessary by Buyer. Buyer hereby agrees to indemnify and hold Seller, Broker, and Broker's Affiliated Licensees harmless from and against any and all loss, injury, cost, or expense associated with Buyer's inspection of and entry upon Property.
- ☐ **B. Building Permit.** This Agreement is contingent upon Buyer's ability to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements on the Property. In consideration of Buyer, having acted in good faith, being unable to acquire all required licenses and permits from the appropriate governmental authority to make specific improvements to the Property, the sufficiency of such consideration hereby being acknowledged, Buyer may terminate this agreement by providing written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.
- ☐ **C. Permit for Sanitary Septic Disposal System.** This Agreement is contingent upon the Buyer's ability to obtain a permit for a sanitary septic disposal system from the respective Tennessee Ground Water Protection Office for the county in which the Property is located (generally, located at the local Health Department) to be placed on the Property in a location consistent with Buyer's planned improvements. In consideration of Buyer, having acted in good faith, being unable to meet this condition, the sufficiency of such consideration being hereby acknowledged, Buyer must notify Seller and/or Seller's Broker in writing within _____ days after the Binding Agreement Date. With proper notice, the Agreement is voidable by Buyer and Earnest Money/Trust Money refunded. If Buyer fails to provide said notice, this contingency shall be deemed to have been waived by Buyer.
- ☐ **D. Rezoning.** This Agreement is contingent upon the Property being rezoned to _____ by the appropriate governmental authorities on or before _____. (Buyer or Seller) _____ shall be responsible for pursuing such rezoning, and paying all associated cost. All rezoning applications shall be submitted to Seller for Seller's approval prior to filing, which approval shall not be unreasonably withheld. All parties agree to cooperate, to sign the necessary documentation and to support the rezoning application. In consideration of Buyer having acted in good faith, Buyer may provide notification to Seller and/or Seller's Broker within 48 hours after the above date that the Property cannot be so zoned, the sufficiency of such consideration being hereby acknowledged, and this Agreement shall automatically terminate. Upon termination, holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.
- ☐ **E. Well Test.** This Agreement is contingent upon the well water serving the Property passing testing for suitability for drinking as performed by a testing laboratory selected by Buyer, or required by Buyer's Lender, prior to Closing. Buyer shall be responsible for ordering, supervising and paying for any such well water sample test. This Agreement shall also be contingent upon said well providing an adequate quantity of water to serve Buyer's intended purpose for the Property. In consideration of Buyer, having conducted a well test as provided for herein, the sufficiency of such consideration being hereby acknowledged, Buyer may provide written notification to Seller and/or Seller's Broker within _____ days after the Binding Agreement Date that test results are unacceptable, and in such event this Agreement shall automatically terminate, and Holder shall promptly refund the Earnest Money/Trust Money to Buyer. If Buyer fails to provide said notice, then this contingency shall be deemed to have been waived by Buyer.

SAMPLE

- **F. Other Inspections.** See Special Stipulations for additional inspections required by Buyer.
- ☑ **G. No Inspection Contingencies.** Buyer accepts the Property in its present condition. All parties acknowledge and agree that the Property is being sold “AS IS” with any and all faults.
7. **Final Inspection.** Buyer and/or Buyer’s inspectors/representatives shall have the right to conduct a final inspection of Property on the Closing Date or within ____ day(s) prior to Closing Date only to confirm Property is in the same or better condition as it was on the Binding Agreement Date, normal wear and tear excepted, and to determine that all repairs/replacements have been completed. Property shall remain in such condition until the Closing Date at Seller’s expense. Closing of this sale constitutes acceptance of Property in its condition as of the time of Closing, unless otherwise noted in writing.
8. **Buyer’s Additional Due Diligence Options.** If any of the matters below are of concern to Buyer, Buyer should address the concern by specific contingency in the Special Stipulations section of this Agreement.
- A. Survey and Flood Certification.** Survey Work and Flood Certifications are the best means of identifying boundary lines and/or encroachments and easements or flood zone classifications. Buyer may obtain a survey, closing loan survey or Boundary Line Survey and Flood Zone Certifications.
- B. Insurability.** Many different issues can affect the insurability and the rates of insurance for property. These include factors such as changes in the Flood Zone Certifications, changes to the earthquake zones maps, the insurability of the buyer, and previous claims made on the Property. It is the right and responsibility of Buyer to determine the insurability, coverage and the cost of insuring the Property. It is also the responsibility of Buyer to determine whether any exclusions shall apply to the insurability of said Property.
- C. Water Supply.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. [For additional information on this subject, request the “Water Supply and Waste Disposal Notification” form.]
- D. Waste Disposal.** The system may or may not meet state and local requirements. It is the right and responsibility of Buyer to determine the compliance of the system with state and local requirements. In addition, Buyer may, for a fee, obtain a septic system inspection letter from the Tennessee Department of Environment and Conservation, Division of Ground Water Protection. [For additional information on this subject, request the “Water Supply and Waste Disposal Notification” form.]
- E. Title Exceptions.** At Closing, the general warranty deed shall be subject to subdivision and/or condominium declarations, covenants, restrictions and easements of record, which may impose obligations and may limit the use of the Property by Buyer, including the property being part of a Planned Unit Development (PUD). There may also be fees and assessments connected with these exceptions.
- F. Toxic/Foreign Substances.** Testing (including but not limited to a Phase 1 study) may be performed to determine the presence of radon or other potentially toxic substances. Buyer may wish to inquire or have the property inspected for underground tanks, tires, appliances, garbage, foreign and/or unnatural materials, asbestos, polychlorinated biphenyl (PCB’s), ureaformaldehyde, methane gas, radioactive material, or methamphetamine production.
- G. Land Issues.** Buyer may be interested in learning more about the presence of any fill, mine shaft, well, diseased or dead trees or private or non-dedicated roadways on the Property as well as any sliding, settling, earth movement, upheaval or earth stability problems detected through inspections or evaluations previously performed on property or to be performed.
- H. Rights and Licenses.** Certain Property may contain mineral, oil and timber rights which may or may not transfer with the Property. It is possible licenses or usage permits were granted for crops, mineral, water, grazing, timber, hunting or fishing, including a Crop Rotation Program. Buyers should consult their closing agency for questions regarding any leases which may be in the chain of title.
9. **Disclaimer.** It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Seller and/or Buyer and their brokers (collectively referred to as “Brokers”) are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Seller or Buyer. Buyer and Seller agree that Brokers shall not be responsible for any of the following, including but not limited to, those matters which could have been revealed through a survey, flood certification, title search or inspection of the Property; the insurability of the Property or cost to insure the Property; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect the Property prior to entering into this Agreement and/or Closing; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for the tax or legal consequences of this transaction; for the availability, capability, and/or cost of utility, sewer, septic, or community amenities; for any proposed or pending condemnation actions involving the

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Property; for acreage or square footage; for applicable boundaries of school districts or other school information; for the appraised or future value of the Property; for any condition(s) existing off the Property which may affect the Property; for the terms, conditions, and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Buyer and Seller acknowledge that Brokers are not experts with respect to the above matters and that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. Buyer and Seller understand that it has been strongly recommended that if any of these or any other matters concerning the Property are of concern to them, that they secure the services of appropriately credentialed experts and professionals of Buyer's or Seller's choice for the independent expert advice and counsel relative thereto. Buyer and Seller acknowledge that photographs, marketing materials, and digital media used in the marketing of the property may continue to remain in publication after Closing. Buyer and Seller agree that Brokers shall not be liable for any uses of photographs, marketing materials or digital media which the Broker is not in control.

10. Brokerage. As specified by separate agreement(s), the parties agree and acknowledge that the Brokers involved in this transaction may receive compensation for their services; the compensation may come from more than one party. All parties to this Agreement agree and acknowledge that any real estate firm involved in this transaction shall be deemed a third party beneficiary only for the purposes of enforcing their compensation rights, and as such shall have the right to maintain an action on this Agreement for any and all compensations due and any reasonable attorney's fees and court costs. **Broker compensation is not set by law and compensation rates are fully negotiable.**

11. Default. Should Buyer default hereunder, the Earnest Money/Trust Money shall be forfeited as damages to Seller and shall be applied as a credit against Seller's damages. Seller may elect to sue, in contract or tort, for additional damages or specific performance of the Agreement, or both. Should Seller default, Buyer's Earnest Money/Trust Money shall be refunded to Buyer. In addition, Buyer may elect to sue, in contract or tort, for damages or specific performance of this Agreement, or both. In the event that any party hereto shall file suit for breach or enforcement of this Agreement (including suits filed after Closing which are based on or related to the Agreement), the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees. In the event that any party exercises its right to terminate due to the default of the other pursuant to the terms of this Agreement, the terminating party retains the right to pursue any and all legal rights and remedies against the defaulting party following termination. The parties hereby agree that all remedies are fair and equitable and neither party shall assert the lack of mutuality of remedies, rights and/or obligations as a defense in the event of a dispute.

12. Non-Assignability. This Purchase and Sale Agreement shall not be assignable by the Buyer without prior written consent by the Seller.

13. Other Provisions.

A. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date. This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and approved assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or approved assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. It is hereby agreed by both Buyer and Seller that any real estate agent working with or representing either party shall not have the authority to bind the Buyer, Seller, or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement. Any approved assignee shall fulfill all the terms and conditions of this Agreement. The parties hereby authorize either licensee to insert the time and date of receipt of the notice of acceptance of the final offer. The foregoing time and date shall be referred to for convenience as the Binding Agreement Date for purposes of establishing performance deadlines.

B. Survival Clause. Any provision contained herein, which by its nature and effect is required to be performed after Closing shall survive the Closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

C. Governing Law and Venue. This Agreement is intended as a contract for the purchase and sale of real property and shall be interpreted in accordance with the laws and in the courts of the State of Tennessee.

D. Time of Essence. Time is of the essence in this Agreement.

E. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. **In the event a performance deadline, other than the Closing Date (as defined**

herein), Date of Possession (as defined herein), and Offer Expiration Date (as defined in Time Limit of Offer Section), occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103(a). In calculating any time period under this Agreement, the commencement day shall be the day following the initial date (e.g. Binding Agreement Date).

- F. Responsibility to Cooperate.** Buyer and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement, including any information a reporting officer, such as a closing agent, may need to complete any reporting mandated by federal, state, or local governments (e.g. FINCEN, FIRPTA, etc.). Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the Closing. Buyer and Seller agree that if requested after Closing, they shall correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.
- G. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE** shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the real estate licensee or the Broker assisting a party as a client or customer shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.
- H. Risk of Loss.** The risk of hazard or casualty loss or damage to the Property shall be borne by Seller until transfer of title. If casualty loss prior to Closing exceeds 10% of the Purchase Price, Seller or Buyer may elect to terminate this Agreement with a refund of Earnest Money/Trust Money to Buyer.
- I. Equal Housing.** This Property is being sold without regard to race, creed, color, sex, religion, handicap, familial status, or national origin.
- J. Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect. In the event that the contract fails due to the severed provisions, then the offending language shall be amended to be in conformity with state and federal law.
- K. Alternative Dispute Resolution.** In the event the parties elect to utilize Alternative Dispute Resolution, incorporate "Resolution of Disputes by Mediation Addendum/Amendment" (RF629).
- L. Contract Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- M. Section Headings.** The Section Headings as used herein are for reference only and shall not be deemed to vary the content of this Agreement or limit the scope of any Section.

14. Method of Execution. The parties agree that signatures and initials transmitted by facsimile, other photocopy transmittal, or by transmittal of digital signature as defined by the applicable State or Federal law shall be acceptable and may be treated as originals and that the final Lot/Land Purchase and Sale Agreement containing all signatures and initials may be executed partially by original signature and partially on facsimile, other photocopy documents, or by digital signature as defined by the applicable State or Federal law.

15. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement:

16. Special Stipulations. The following Special Stipulations, if conflicting with any preceding section, shall control:

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17. Time Limit of Offer. This Offer may be withdrawn at any time before acceptance with Notice. Offer terminates if not countered or accepted by _____ o'clock ☐ a.m./ ☐ p.m. on the _____ day of _____, _____.

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have any questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box “☐” must be marked to be a part of this Agreement. Any blank herein that is not otherwise completed shall be deemed to be zero or not applicable.

WIRE FRAUD WARNING: Never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Never wire money without double-checking that the wiring instructions are correct. **NEVER ACCEPT WIRING INSTRUCTIONS FROM YOUR AGENT OR BROKER.**

SAMPLE

511 **BY AFFIXING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND**
512 **UNDERSTAND ALL TERMS OF THIS AGREEMENT.**

513 Buyer hereby makes this offer.

514 _____
515 **BUYER** **BUYER**
516 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
517 **Offer Date** **Offer Date**

518 Seller hereby:
519 ☐ **ACCEPTS** – accepts this offer.
520 ☐ **COUNTERS** – accepts this offer subject to the attached Counter Offer(s).
521 ☐ **REJECTS** – rejects this offer and makes no counter offer.

522 _____
523 **SELLER** **SELLER**
524 _____ at _____ o'clock ☐ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm
525 **Date** **Date**

526 **Acknowledgement of Receipt.** _____ hereby acknowledges receipt of the final accepted offer
527 on _____ at _____ o'clock ☐ am/ ☐ pm, and this shall be referred to as the Binding Agreement Date for
528 purposes of establishing performance deadlines as set forth in the Agreement.

For Information Purposes Only:

Listing Firm: United Country Clinch Mountain Realty & Auction Buying Firm: _____
Listing Firm Address: 3736 US-25E, Bean Station, TN 37708 Buying Firm Address: _____
Firm License No.: 258922 Firm License No.: _____
Firm Telephone No.: 865-993-5263 Firm Telephone No.: _____
Listing Licensee: Kimberly Young Buying Licensee: _____
Licensee License Number: 331010 Licensee License Number: _____
Licensee Email: clinchmntnrealtykim@gmail.com Licensee Email: _____
Licensee Cellphone No.: (727) 542-9733 Licensee Cellphone No.: _____
Home Owner's / Condominium Association ("HOA/COA") / Property Management Company: _____

Phone: _____ Email: _____

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

Listing Firm: United Country Blue Ridge Land & Auction
Listing Firm Address: 102 S Locust St., Floyd, VA 24091
Firm License No.: 263941
Firm Telephone No.: 540-745-2005
Listing Licensee: Matthew Gallimore
Licensee License Number: 7095; 350819
Licensee Email: gallimore.matt@gmail.com
Licensee Cellphone No.: 540-239-2585

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WALNUT BEND PROPERTY OWNERS ASSOCIATION, INC.

BYLAWS Amended 12-06-2025

GENERAL PROVISIONS

Section 1. Applicability. These Bylaws are established pursuant to the Tennessee Nonprofit Corporation Act, Tennessee Code Annotated Section 48-51-101, et seq. (the “Act”) and are applicable to the Walnut Bend Property Owners Association, Inc. (the “Association”); and are binding on all present and future owners, and occupants of any lots in Walnut Bend pursuant to the Amedended Declaration of Easements, Permits, Covenants, Conditions and Restriction for the Plat of Walnut Bend (the “Declaration”) recorded in the Register’s Office for Hawkins County in Record Book 783, page 200 and subsequent amendments.

ARTICLE I

MEMBERS’ MEETINGS/VOTING

Section 1. Procedure. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in these Bylaws. Meetings of the Association shall be conducted in accordance with Robert’s Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with any Articles of Incorporation, these Bylaws, the Declaration or the laws of the State of Tennessee.

Section 2. Meetings. Annual meetings of the members of the Associaiton shall be held each year during the fourth quarter of the year at such time and place as shall be determined by the Board of Directors. At the annual meetings, there shall be elected by the ballot of the members a Board of Directors in accordance with the requirements of Article III of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them. The President shall preside at all meetings of the Association.

Section 3. Special Meetings. Special meetings of the members of the Association shall be held as directed by the Board of Directors, and at least ten (10) days’ written notice thereof shall be given to each member.

Section 4. Notice. It shall be the duty of the Secretary (or other Association officer designated by the President in the Secretary’s absence) to serve a notice of each annual, special or other meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member of record, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. Notice may be served by regular mail, electronic mail (“email”), or personal delivery. Notice is deemed served when emailed, when delivered to a member personally, or when sent by regular mail, postage prepaid, to a member or representative of the member at the address given by the member to the Secretary or Treasurer of the Association, Written notice is effective when emailed or received if personally delivered. Any member may, by written

waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice. If the meeting notice contains any item(s) requiring a vote of the members a proxy shall be mailed along with the meeting notice. Each member is responsible to provide current mailing and email addresses to the Association

Section 5. Adjournment. If any meeting of the members cannot be held because a quorum (defined as Lot Owners in good standing who together own more than 50% of the Lots in the Plat of Walnut Bend) is not in attendance, the members who are present may adjourn the meeting for not more than thirty (30) days.

Section 6. Attendance Via Conference Telephone or Similar Communications Equipment. A member may attend and participate in a meeting of members via a conference telephone or similar communications equipment by which all persons participating in the meeting may hear each other; provided that all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants. Such participation by a member in a meeting shall constitute presence in person at the meeting.

Section 7. Voting. Each member in good standing (specifically in this instance not to include any lessee) shall be eligible to cast one vote for each Lot in the Plat of Walnut Bend owned. Votes may be cast in person or by proxy. Proxies must be filed with the secretary at or before the time of each meeting. A member may designate any other eligible property owner or officer of the association to act as proxy. The designation of any proxy shall be made in writing, signed by the member, and unless limited by its own terms, shall be revocable by written notice to the secretary. Proxy votes must be presented at the annual voters' meeting.

If more than one person or entity shall own a lot, and agree on their vote, then the majority of the owners of the lot shall be entitled to cast the vote, or if no majority position can be arrived at, the president shall declare the vote a nullity.

SECTION 8. GOOD STANDING; SUSPENSION OF MEMBERSHIP AND VOTING RIGHTS. A Lot Owner is in good standing except during any period in which the owner is in default of any payment of any assessment, annual, special or otherwise. If a member is not in good standing, the member shall not be entitled to vote or use the common areas or facilities until such time as the default is cured or the suspension has ended.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be governed by a Board of not less than three (3) or more than five (5) Directors, all of whom must be members of the Association and in good standing. Directors shall serve without compensation. Unless removed a Director shall serve until a successor is elected at the next annual meeting of the Association.

Section 2. Terms, Vacancies and Removal. Directors shall be elected at the annual meeting of the members of the Association. The terms for which all Directors serve will expire concurrently. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by vote of the members of the Association shall be filled by vote of the majority of remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor.

At any regular or special meeting of the members of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority of the members and at the same meeting and following the removal a successor may be elected by the members to fill the vacancy thus created. Any Director whose removal has been proposed by members shall be given an opportunity to be heard at the meeting.

Section 3. Powers. The Board of Directors shall have the powers and duties which are usually vested in the Board of Directors of a corporation.

Section 4. Initial Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days after its election at such place as shall be fixed by the Directors at the meetings at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or electronic mail, at least ten (10) days prior to the date named for such meeting.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President with not less than seven (7) days' notice to each Director, given personally or by mail, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors may be called by another Officer of the Board of Directors in like manner and on like notice upon the written request of a majority of the Directors.

Section 7. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof unless his appearance is for the purpose of protesting the holding of such meeting. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the Board of Directors there be less than a quorum present, the Directors present at a meeting may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for purposes of determining a quorum, but no proxies shall be permitted.

Section 9. Bonding or Insurance. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. Or be specifically addressed in the Association insurance policy. The premiums on such bonds shall be expenses of administration.

Section 10. Procedure for Election of Directors. Any member may nominate any member in good standing (including themselves) to serve on the Board of Directors of the Association pursuant to timely notice in writing (including by email) to the President or Secretary of the Association. A member's notice of nomination must be received by the Secretary no later than 30 days prior to the designated meeting and shall contain the name, residence address, Walnut Bend lot number(s), if the nominee is residing on the lot(s), email address (if any) and telephone number of such person and may contain additional biographical information if so desired. The Secretary shall make the nominees information available to the members as part of the notice announcing the meeting at which the election will take place. A Director who has been removed shall not be eligible to serve on the Board of Directors or any Association committee for a period of 3 years after the date of removal

Section 11. Vote Required to Elect Directors. Election of Directors at all meetings of the members at which Directors are to be elected shall be by official secret ballot sent out to all members in good standing by the Secretary. Ballots shall be accepted if returned up to the day and time prior to adjournment of the meeting of the members at which Directors are to be elected either in person or by mail. The Directors are elected by a plurality of votes.

The Board of Directors shall establish guidelines for methods of maintaining voter confidentiality and fairness to include, but not be limited to:

- a) Ensuring that proxies are received, recorded and securely retained by the Secretary.
- b) Designating a minimum number of members to count the ballots.
- c) Providing for the ordering of candidates' names appearing on the ballots so that no name appears first or last on every ballot.
- d) Providing for procedures to ensure the integrity of the ballot and the ballot count.

ARTICLE III

OFFICERS

Section 1. Designation. The officers of the Association shall be a President, Secretary and Treasurer, who shall all be members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected annually by the Board of Directors no later than 14 days after the annual meeting of the members of the association. All officers shall be members of the association, and no person shall hold more than one office.

Section 3. Removal. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called in whole or in part for such purpose. A member of the Board of Directors must be and remain in good standing on all lots owned by the member during the election process.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually associated with the role of President of a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as may be deemed appropriate to assist in the conduct of the affairs of the Association

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct and shall, in general, perform all duties incident to the office of the Secretary.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements, specifying the operating expenses clearly, in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors. The Treasurer shall ensure that expenditures for the maintenance and repair of Common Lands and any other expenses incurred by or in behalf of the Association are properly recorded. The Treasurer shall prepare and distribute to each member at least once per year the Association financial statement. This subsection is not subject to amendment.

Section 7. Other Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors. No officer shall receive any compensation from the association for acting as such. However, any officer shall be reimbursed for any reasonable and necessary expenses incurred on behalf of the association.

ARTICLE IV

SEAL

Section 1. Description. If so determined by the Board of Directors, the Association shall have a seal which shall have inscribed thereon the name of the Association, and the words ("Corporate Seal" and "Tennessee").

ARTICLE V

FINANCE

Section 1. Handling. The finances of the Association shall be handled in accordance with the Bylaws.

Section 2. Fiscal Year. The fiscal year of the Association shall be an annual period commencing on January 1. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

Section 3. Depository. The funds of the Association shall be deposited in such bank(s) as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 4. Contracting of Goods and Services. The following standards shall apply for the payment of expenses by the Association:

- (a) All Association expenses between \$500.00 and \$2,000.00 must be approved by a majority vote of the Board of Directors either at the meeting or by email.
- (b) All Association expenses over \$2,000.00 should be competitively bid to three contractors, whenever possible; then voted upon by the Board of Directors at a duly called meeting.
- (c) In emergency situations, a majority of Directors may authorize an expense that will then be ratified by a vote of the Board of Directors at a duly called meeting.

ARTICLE VI

INDEMNIFICATION

Section 1. A volunteer director of the Association shall not be personally liable to the Association or its members for monetary damages for a breach of fiduciary duty as a Director, except for liability:

- (a) For a breach of the director's duty of loyalty to the Association or its members;
- (b) For acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- (c) For any violation of Tennessee law;
- (d) For any transaction from which the director derived an improper personal benefit; ~~and~~
- (e) For an act or omission that is grossly negligent. and
- (f) For acts creating conflicts of interest or acting in a way that disproportionately favors the director's ownership of any lot.

Section 2. The Association assumes all liability for all acts or omissions of a nondirector volunteer occurring after the date at which the Declaration is recorded in the Office of the

Hawkins County (Tennessee) Register of Deeds, provided that all of the following conditions are met:

- (a) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (b) The volunteer was acting in good faith;
- (c) The volunteer's conduct did not amount to gross negligence nor willful and wanton misconduct;
- (d) The volunteer's conduct was not an intentional tort.

ARTICLE VII

AMENDMENTS

Section 1. Method. These Bylaws may be amended by the Association, at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the members in good standing present in person or by proxy.

Section 2. Proposed. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article I of these Bylaws.

Section 4. Effective Date. Any amendment to these Bylaws shall become effective upon its adoption.

Section 5. Distribution. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption, but failure to make such distribution shall not affect the validity of any amendment otherwise duly adopted.

ARTICLE VIII

COMPLIANCE

In the case whereby any of these Bylaws conflict with the provisions of applicable law, the Declaration or the Articles of Incorporation, the provisions of the applicable law, the Declaration and the Article of Incorporation shall be controlling in that order.

**AMENDED DECLARATION OF EASEMENTS, PERMITS, COVENANTS,
CONDITIONS and RESTRICTIONS FOR THE PLAT OF
WALNUT BEND**

This Declaration of Easements, Permits, Covenants, Conditions and Restrictions (the “Declaration”) is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 208 Franklin Street, Grand Haven, Michigan 49417, hereinafter referred to as the “Developer.”

WITNESSETH

WHEREAS, the Developer, owning more than seventy-five (75) percent of the Lots in the Development, and being the owner of all real property in the Plat of Walnut Bend, with the exception of lot 7, 10, 12, 14, 18, 21, 22, 23, and 47 (said lots’ owners hereinafter are referred to sometimes as the “Original Lot Owners”), which property is located in Hawkins County, Tennessee (subject to and together with any and all appurtenances, improvements, easements, licenses, permits, restrictions, and conditions), as recorded in the Office of the Register of Deeds of Hawkins County, Tennessee at Plat Cabinet 3, Envelope 891A (the “Development”), hereby modifies the Original Restrictions (as hereinafter defined) by replacing them with the following Declaration as to easements, permits, covenants, conditions, and restrictions affecting and covering the Development;

WHEREAS, the Development consists of Lots identified in the Plat of Walnut Bend by the numbers “1-56”, each of which is individually referred to as a “Lot” and which are collectively referred to herein as the “Lots”;

WHEREAS, Lot 9 contains a boat launch and Developer intends for Lot 9 and the boat launch to be Common Lands;

WHEREAS, Lot 51A and 55A are platted for the express use of establishing an on-site septic systems for lot 51 and 55, respectively;

WHEREAS, the Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property;

WHEREAS, it is essential to the value of the Lots that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards;

WHEREAS, to accomplish the foregoing, the Developer desires to impose certain building and use restrictions, easements, permits, covenants and conditions, as herein contained upon and for the benefit of said Lots and Development as a whole; and

WHEREAS, the Developer is willing to sell the Lots, but all buyers and subsequent owners hereby accept such Lots subject to the declarations, easements, permits, covenants, conditions and restrictions set forth herein;

NOW, THEREFORE, the Developer hereby declares and provides that the Development is hereby subject to the following easements, licenses, permits, covenants, conditions, and restrictions:

ARTICLE 1
DEFINITIONS

- 1.1 “Association” shall mean the Walnut Bend Property Owners Association, Inc., as established hereinafter in article 9.
- 1.2 “Architectural Review Committee” or “Committee” or “ARC” shall mean the Architectural Review Committee as established hereinafter in article 10.
- 1.3 “Common Land” and “Common Lands” shall mean land, other real estate interests such as licenses and permits, and improvements, in the Development, which are owned in common by all of the Lot Owners or owned by the Association for the benefit of said owners, including, but not limited to, the entryway to the project, all private roads within the Development, the marina, if any, and boat launch on lot 9 and lot 9, as depicted on the Plat of Walnut Bend as approved by the Hawkins County Planning Commission.
- 1.4 “Developer” shall mean the McKeough Land Company, Inc., the current owner of the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Office of the Register of Deeds of Hawkins County, expressly assign one or more of its rights hereunder, or delegate its authority hereunder.
- 1.5 “Development” shall mean the Plat of Walnut Bend (and its site plan is approved by the Hawkins County Planning Commission), subject to and together with any and all appurtenances, improvements located thereupon, easements, licenses, permits, restrictions and conditions.
- 1.6 “Lot” shall mean any one of the numbers Lots within the Development, other than lot 9. “Lots” shall mean all such Lots.
- 1.7 “Owner” and “Lot Owner” shall mean any person or other entity owning or purchasing a Lot and any person having the right of occupancy of any dwelling constructed on such Lot.
- 1.8 “Mobile Home” shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis.
- 1.9 “Modular Home” shall mean any dwelling constructed off-site in 3-dimensional modules, which modules are then transported to the site for assembly and integration

to form the dwelling unit and which modules do not have as part of their integral construction a permanent chassis for transporting said modules.

- 1.10 “Boat Slip” or “Slip” shall mean those spaces within the Marina, if any, constructed by the Developer for the Development, which area is intended to accommodate the docking of watercraft and the right to use said area shall be owned by the Association.
- 1.11. “Dock” shall mean the physical structure within the Marina, if any, adjacent to a Boat Slip used for access to and the securing of watercraft. Docks are personal property owned by the Association.
- 1.12 “Marina”, if any, shall mean the physical structure constructed by the Developer on Tennessee Valley Authority (TVA) lands and water for the Development, which structure include piers, docks, roofs and all other accessory improvements thereto necessary for the provision of docking facilities for watercraft, and other associated and permitted activities, for the Lot Owners. The Marina is personal property owned by the Association.
- 1.13 “Original Lot Owners” shall mean those owners of Lots enumerated in the first **WHEREAS** clause hereof and the exemption granted to them are personal and do not run to the successors in title to those Lots unless the exemption has been acted upon prior to the conveyance of the enumerated Lot(s).
- 1.14 “Original Restrictions” shall mean the Protective and Restrictive Covenants for Walnut Bend recorded in the Office of the Register of Deeds for Hawkins County, Tennessee in book 718, page 645.

ARTICLE 2

SUBDIVISION

- 2.1 No Lot may be further subdivided unless all the resultant parcels created by the subdivision are deeded to an adjacent Lot Owner(s) to increase the size of another Lot and such division satisfies the requirements of applicable zoning ordinances and all other governmental regulations.
- 2.2 Lot 42 and 43 (42/43) shall be considered as one (1) Lot.

ARTICLE 3
CARE AND APPEARANCE OF PREMISES

- 3.1 Lot Owners shall maintain the exterior of all improvements on any Lot and the Lot itself in a neat and attractive manner and in good condition and repair.
- 3.2 All Common Lands shall be maintained by the Association in a neat and attractive manner and in good condition and repair.

ARTICLE 4
PERMITTED AND PROHIBITED USES

- 4.1 No Lot or Common Lands shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances or other governmental regulations, if any, which are in effect at the time of the contemplated use for the construction of any structure, or unless approval thereof is obtained from the appropriate zoning or regulatory authority.
- 4.2 Except as otherwise specifically provided herein, Lots shall be used for the construction of one single-family, detached residence, one outbuilding and recreational uses incidental thereto only.
- 4.3 Home businesses are permitted if operated entirely within the dwelling, employ not more than one non-family member, and excessive traffic and parking requirements are not generated. No exterior signage relating to home business shall be permitted.
- 4.4 No unregistered or non-operational vehicle (unless garaged), trash, refuse pile or unsightly or objectionable object or materials shall be permitted or maintained upon the Development. A Lot Owner may park one (1) recreational vehicle, including, but not limited to boats, trailers, campers, ATVs, personal watercraft (PWC) and snowmobiles on a Lot outside of enclosed building. Said recreational vehicle shall be located in such an area so as to be as inconspicuous as possible. Furthermore, no such aforementioned vehicles may be stored upon a Lot prior to completion of the construction of the dwelling on the Lot. As to PWC and ATVs, a trailer accommodating up to four (4) such recreational vehicles is here in to be construed as one (1) such recreational vehicle. No such storage of any kind is permitted upon the Common Lands.
- 4.5 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute, or governmental regulation shall be conducted in the Development, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.
- 4.6 Camping, including the use of recreational camping vehicles, is permitted on a Lot for no more than 5 consecutive days nor more than 14 cumulative days in a calendar year.

This restriction will be in effect until 10 homes are built and Development or November 12, 2008, whichever occurs later, after which date no camping on a Lot is permitted. All camping vehicles, tents, rubbish and debris associated with camping activities shall be removed from the premises upon departure. After a dwelling has been constructed upon a Lot, the typical "backyard camping" activity of children is not restricted. Camping is prohibited on Common Lands.

- 4.7 All garbage and refuse shall be promptly disposed of so that will not be objectionable to neighboring Lot Owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening. No dumping of refuse or storage of materials is permitted upon the Common Lands. No garbage receptacle shall be left curbside more than a twenty-four (24) hour period preceding and following scheduled garbage pickup times.
- 4.8 Propane gas and heating fuel tanks shall be located underground or screened from direct view from beyond the Lot with shrubbery or other vegetative materials.
- 4.9 Hunting and any use of firearms of any kind are prohibited on the Development.
- 4.10 For a period of two (s) years from the date this Declaration is recorded, or the time at which Developer has sold all Lots in the Development, whichever occurs earlier, no signs or other advertising devices shall be displayed upon vacant Lots and which are visible from the exterior of a Lot, including "For Sale" signs, except those signs placed by the Developer and except for "For Sale" signs on Lots upon which the construction of a dwelling has commenced or has been completed. Garage and yard sale signs, for the actual days of any such sale, are permitted. No Lot Owner shall be permitted to conduct more than one (1) garage/yard sale per calendar year; any such sale must not be conducted for greater than three (3) consecutive days and may only be held on those days as shall be specified in advance by the Association. The Original Lot Owners shall be exempt from the provisions of this section 4.10 and paragraph 18 of the Original Restrictions shall be applicable to the Original Lot Owners.
- 4.11 The Developer hereby reserves all minerals in the Plat of Walnut Bend, except the mineral estate in and to Lots 7, 10, 12, 14, 18, 21, 22, 23 and 47, and, except as otherwise provided herein, mineral exploration of any kind is expressly prohibited upon the surface of those portions of the Plat of Walnut Bend in which the Developer has reserved such minerals. Exploration therein and removal therefrom of minerals is permitted by the Developer or its assigns or successors in title, but only if no surface activity or reduction of vertical support of the surface of the Plat of Walnut Bend will occur.
- 4.12 No animals shall be kept except common indoor household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run unsupervised upon the Common Lands or upon another Lot.

- 4.13 No motorized vehicles are permitted upon the Common Lands except for maintenance and repair activities and except for uses upon Common Lands where motorized vehicles are obviously intended, such as the boat launch area.
- 4.14 Only satellite dishes of thirty-two (32) inches or less in diameter are permitted, and must be attached to the principal dwelling in a location that is as inconspicuous as reasonably possible. In the event that a satellite dish is unable to function properly when attached to the principal dwelling, then the location of the satellite dish must be specifically approved by the committee.
- 4.15 No Lot Owner may be permitted to construct and/or use and operate their own external radio and/or television antenna for broadcasting or reception purposes without the approval of the ARC.
- 4.16 Above-ground swimming pools shall not be permitted, unless said pool is engineered and constructed in such a fashion as to blend into the plan for the development of the Lot and in such a manner so as to be aesthetically and architecturally pleasing and using a masonry or stone retaining wall on the exposed vertical portion of the pool. Any such construction of above-ground pool contemplated shall first have the approval of the Committee before construction commences.
- 4.17 Outdoor clothes lines are strictly prohibited.

ARTICLE 5

CHARACTER OF BUILDINGS AND CONSTRUCTION

- 5.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of the Lots. The Developer wishes to encourage the formulation of new and/or innovative concepts and ideas. Nevertheless, for the protection of all Lot Owners, and for the preservation of the Developer's concept for the Development, the Developer wishes to make certain that any development of a Lot will maintain the natural beauty of the Development and blend man-made structures into the natural environment to the extent reasonably possible.
- 5.2 The exterior of any structure or improvement being constructed upon a Lot shall not remain incomplete for a period of longer than twelve (12) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion and such completion shall occur prior to occupancy.
- 5.3 No building shall be erected on any Lot except the single, private dwelling to be occupied by not more than one (1) family for residential purposes only. This dwelling shall include at a minimum, one attached two (2) or more car garage, unless the ARC determines that due to topographical conditions, practical difficulty would exist in constructing a two-car attached garage. Single-story dwellings constructed shall have a minimum total of 1,600 square feet of finished living area, excluding any garage, basement and porch, on the first floors wholly above grade. Multiple-story dwellings

constructed shall have a minimum total of 1,800 square feet of finished living area, excluding any garage, basement and porch, on the floors wholly above grade, of which a minimum of 1,200 square feet shall be on the first floor wholly above grade. The Original Lot Owners shall be exempt from the provisions of this section 5.3 and paragraphs 3 and 5 of the Original Restrictions shall be applicable to the Original Lot Owners.

- 5.4 Outbuildings (including, without limitation barns, stables, and an attached garages for private, and not public or commercial use), which are incidental to the primary use of the Lot, shall be no larger than 750 square feet, shall not have a height exceeding twenty-five (25) feet, shall be situated on the Lot in a manner that is logical and aesthetically pleasing (in the sole judgment of the ARC) and in no instant shall cause the blocking of another Lot Owner's view. The outbuilding shall be constructed only after the dwelling is completed on any Lot in the Development.
- 5.5 All garages and outbuildings must be architecturally related to and must match the overall color scheme of the dwelling and must be constructed only of materials permitted for the construction of residences. No metal outbuildings are permitted.
- 5.6 All exteriors shall be composed of natural wood (e.g. redwood, cedar or logs), brick stone, cultured stone, stucco, masonry shake and clapboard, and other high-quality exterior materials that may be approved by the ARC. Original Lot Owners shall be permitted the use of high-quality vinyl sidings by the ARC. Such vinyl siding shall be of a quality such that bowing and/or buckling does not occur and in the instance of clapboard-type vinyl siding, the clapboard sections shall be continuous and uninterrupted by seams across the entirety of the façade. Lot Owners are encouraged to complete the exterior of any dwelling in natural hues with flat finishes. No gaudy or garish colors are permitted. No aluminum or vinyl clapboard siding will be allowed except for such uses as gutters and soffits.
- 5.7 No exposed concrete or concrete blocks shall be permitted on any exterior except for foundation walls, which may be exposed to the maximum height of eighteen (18") inches above the ground level (grade). Any concrete or concrete block wall, which exceeds eighteen (18") inches in height above finished grade, must be covered with an exterior finish material approved by the ARC.
- 5.8 All structures shall direct collected, sediment-containing stormwater runoff away from TVA lands or in such a manner to prevent direct collected discharge of such runoff onto TVA lands.
- 5.9 The principal roof components on all structures shall have a pitch at least 7:12. All roofing materials used on structures shall be of dark colors or of a weathered, natural appearance and in the case of asphaltic materials, be of at a minimum 25-year rated architectural-grade laminated shingles that have a raised-relief surface. In the particular case of metal roofs, those shall be permitted in darker shades of red, brown and green or other lighter colors at discretion of the ARC.
- 5.10 Modular Homes and Mobile Homes shall not be permitted. Campers, basement homes, tents, shacks, garages, barns or other outbuildings shall not be used as a

temporary or permanent residence. Earth berm, underground, A-frame and dome homes are prohibited.

- 5.11 All construction materials utilized shall satisfy all applicable building code requirements.
- 5.12 Lot Owners are required to connect their respective driveways to the paved roads and their respective utility lines to the utility leads located within the easement areas provided therefore. All utility service lines constructed by Lot Owners within the Development, shall be located underground.
- 5.13 All driveways shall be constructed as a paved (asphalt and/or concrete), brick or fixed-stone surface and have an improved travel path of at least twelve (12) feet in width. All driveway access locations shall be restricted to the interior road system and in accordance with all governmental regulations.
- 5.14 No part of any building or improvements of any kind (except decorative fencing, landscaping elements, and mailboxes) shall be located closer than thirty (30) feet from the right-of-way line of the roadways. No part in a building shall be located closer than fifteen (15) feet from any rear or side Lot line. In the case of a Lot that directly abuts the TVA boundary, no part of any building shall be located closer than the 1080 foot contour elevation line or within fifteen (15) feet horizontally of the 1075 foot contour elevation line, whichever is greater. There is a twenty-five (25) foot setback for subsurface disposal systems required from the 1075 foot contour elevation. A setback of fifty (50) feet is required from any subsurface disposal system to any well and a setback of twenty-five (25) feet is required from any well to any property line.
- 5.15 A permit for the installation of the subsurface sewage disposal system must be obtained from the Tennessee Department of Environment and Conservation's Division of Ground Water Protection before any construction begins. Lots 1, 2, 7, 17, 19, 33, 36, 37, and 55 are approved for standard individual subsurface sewage disposal system serving a 2 bedroom dwelling. All other Lots in the Development are approved for 3 bedroom dwelling. Lots valuated as 2 bedrooms due to usable soil area, slope and contour, may be further evaluated to test for the possibility of servicing more bedrooms.
- 5.16 Decorative, split-rail fencing of the standard two-rail variety (or an equivalent type of fencing that by virtue of material, aesthetics, color, height and opacity provides the same natural appearance) shall be permitted. Metal and chain link fencing is specifically prohibited. Safety fencing surrounding in-ground swimming pools must be of wood, stone, wrought iron (and its synthetic imitations) and other natural material construction, but in no case may such fence be taller than the minimum required by code, if any. All other types of fencing shall be prohibited anywhere on the Development other than "invisible" fencing for pet control.
- 5.18 Each Lot Owner shall be responsible for any damage to the Common Lands, which occur as a result of construction on the Owner's Lot and all such damaged shall be repaired within thirty (30) days of occurrence by the responsible owner.

- 5.18 Any debris resulting from the construction or improvement or alteration of a Lot shall be completely removed from the Development at least twice per month in order to prevent an unsightly or unsafe condition.
- 5.19 The size, color, style, location and other attributes of the mailbox and/or newspaper receptacle for any residence shall be as specified by the Developer and/or ARC.

ARTICLE 6

LANDSCAPING AND GRADE

- 6.1 It is the intent of the Developer that the Development retain a more, rather than less, “wooded” aesthetic. Trees and vegetation may be completely removed from the area of the actual “footprint” of the dwelling on a Lot and an area consisting of a twenty (20) foot perimeter around said “footprint”, along with necessary clearing for driveway access, septic systems and other normal appurtenances (together such areas are referred to you as the “Home Site Area”). Reasonable additional vegetation clearing outside of the Home Site Area is permitted in compliance with all governmental regulations and with the approval of the ARC, which permission shall not be unreasonably withheld. Vegetation that is dead, damaged or that poses a safety hazard may be removed from any Lot without the prior approval of the ARC. In general, unless otherwise permitted by the ARC in writing, no Lot Owner may clear more than fifty (50) per cent of trees upon a Lot which are twelve (12) inches or more in diameter measured at breast height. Furthermore, “limbing up” of trees, rather than the felling of trees, shall be the standard used for clearing limitations by the ARC.
- 6.2 Natural groundcover, wood chips or other natural plantings indigenous to wooded areas are encouraged.
- 6.3 Existing trees and natural cover (wildflowers, groundcover, shrubs, etc.) shall be preserved wherever possible and practical.
- 6.4 The grade of the Lot shall be maintained in harmony with the topography of the Development and with respect to adjoining Lots.
- 6.5 In the interest of preserving the existing condition of natural slopes, Lot Owners shall maintain groundcover to prevent water and wind erosion on their Lot.
- 6.6 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other Lots.
- 6.7 All land cuts caused by driveway installation or home construction must be stabilized upon commencement of construction with appropriate erosion control materials and in accordance with applicable permits.

- 6.8 Old stumps, trees and brush, cut or cleared during construction on any Lot must be removed from the Development, except timber cut and saved for firewood. Prior to burning, a permit should be obtained from the local fire department.
- 6.9 All foundation landscaping must be completed according to the site plan approved by the Committee within six (6) months upon completion of the dwelling and all yards must be seeded or sodded within three (3) months upon completion of the dwelling and properly maintained thereafter.
- 6.10 Silt fencing shall be installed in appropriate areas prior to site excavation, driveway construction, landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fences shall be maintained until the landscaping necessary to prevent erosion of soil is completed.
- 6.11 Lot Owners owning Lots along the land owned by the TVA shall not permit any channeled and/or collected runoff from their Lots to discharge directly onto TVA lands. All finish grading of said Lots shall as much as reasonably possible slope the grade away from TVA lands.
- 6.12 No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Lot without the prior written approval of the Committee.
- 6.13 No outdoor property night light of any kind shall be permitted to cast its direct rays beyond any of the boundary Lot lines of the Lot on which it is installed or maintained.

ARTICLE 7

EASEMENTS AND DEDICATIONS

- 7.1 No Lot Owner shall be permitted to grant any right-of way or easement across their Lot, except to another Lot Owner or to benefit a Lot governed hereby. Neither may a Lot Owner use all or any portion of his Lot to establish a road access to property not included in the Development.
- 7.2 Any type of permanent construction or improvement within designated easement areas, other than those provided for herein (and including the construction of driveways and placement of mailboxes), is prohibited.
- 7.3 Easements for installation and maintenance of utilities and drainage facilities are hereby reserved seven and one-half (7.5) feet in width along Development boundary and Lot lines, and shall be fifteen (15) feet in width along all Lot lines, where the adjoining property is not subject to a similar easement of at least seven and one-half (7.5) feet in width. There is also hereby reserved a utility easement of required dimensions to access and maintain all existing utilities in the Development.

- 7.4 Lot 52 is encumbered by a utility easement granted to Bell South as recorded in the Office of the Register of Deeds of Hawkins County, Tennessee at Book 748, pages 782-784.
- 7.5 Lot 8 is subject to an additional expansion easement of ten (10) feet to existing road right-of-way, as shown on the plat of Walnut Bend, in order to construct, maintain, and repair road.
- 7.6 Easements for installation and maintenance of drainage facilities, including but not limited to, detention/retention basins, if any, and drainage ways are hereby reserved as shown on the plat of Walnut Bend. 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 detain the flow of water through drainage channels in the easements. Exception shall be made for the construction of driveways required for normal access to each Lot and as approved by all regulating bodies.

ARTICLE 8

MARINA INSTALLATION, TRANSFER OF SLIPS & MAINTENANCE

- 8.1 All water related facilities, including but not limited to, the Marina, ~~if any~~, boat launch and associated parking facilities, are strictly for the use and enjoyment of Lot Owners and their guests.
- 8.2 The Walnut Bend Property Owners' Association, Inc. will solely own the marina, including but not limited to all slips, boat launch, parking facilities and common area. The Walnut Bend Property Owners Association, Inc. will form a committee, including at least one Board Member, to oversee the installation, maintenance, upkeep and regulation of the marina. The committee will submit any proposed rule, regulation or recommendation to the Walnut Bend Property Owners' Association, Inc.'s Board of Directors for ratification and adoption before becoming effective.
- 8.3 The marina will consist of twelve (12) individual slips. An individual slip will be licensed to a Qualified Lot Owner on a first come, first serve basis. A "Qualified Lot Owner" is defined as a person or entity who:
- a. Must own a lot that is **not** permitted to have its own dock.
 - b. Must pay any cost (including a pro rata share of the total cost of installation of the marina), expense, contribution, or fee as required by the Association.
 - c. Must be in good standing with the Association.
- 8.4 A Qualified Lot Owner may transfer and sale his or her license: (1) to another lot owner who meets the qualifications outlined in Article 8.3; or (2) if the Qualified Lot Owner sells his lot, the license may be transferred to the purchaser of the lot. If the Qualified Lot Owner fails or neglects to meet either condition, then the license is automatically voided and reverts back to the Association.

- 8.5 The Association may install one or more short-term slips. A short-term slip shall only be used by Lot Owners and their guests for transient uses such as pickup and dropping off persons and supplies. The short-term slip may be used by Lot Owners on the first come, first served basis. In no case shall a watercraft remain in the short-term slip for longer than a twelve (12) hour period.
- 8.6 Notwithstanding the above, all Lot Owners shall be permitted access to the boat launch (Lot 9), marina (for typical pier structure uses such as swimming, sunbathing, fishing, etc.), if any, and parking facilities associated therewith. Vehicles are not permitted to remain in said parking facilities overnight.
- 8.7 Lot Owners and their guests shall comply with the provisions of the Tennessee Valley Authority and other regulating bodies.

All other Articles, sections, subsections, paragraphs and exhibits to the Declaration not specifically and expressly amended herein, shall remain in full force and effect.

ARTICLE 9

WALNUT BEND PROPERTY OWNERS ASSOCIATION, INC

- 9.1 Lot Owners shall automatically, by virtue thereof, become a member of Walnut Bend Property Owners Association, Inc., a non-profit corporation chartered in the state of Tennessee. The Association is entitled to carry on such business as this customary of such an Association and in such manner as prescribed by its Bylaws.
- 9.2 As a member of the Association, each Lot Owner agrees for himself or herself, and his or her heirs, successors and assigns, to pay to the Association any dues, assessments for maintenance charges and costs or fines (collectively, the "Dues") as may from time to time be levied by the Association for maintenance, repairs, improvements, insurance, license fees or for any other lawful purpose. The Dues shall run with the land.
- 9.3 Dues may be assessed annually and from time to time to meet the needs and Committees of Association. Lot Owners shall commence paying annual dues in advance, beginning July 1, 2006. Initially, the Dues shall be \$400.00 per Lot per year.
- 9.4 In the first-time purchases of Lots from the Developer, purchasers shall pay to the Association, at the closing of their purchase, a working capital deposit. This contribution to the Association's account will be \$200.00 per Lot.
- 9.5 Notice of the amount of any Dues, other than those specified in section 9.4 above as being due at closing, shall be given to the Lot Owner by first-class mail addressed to his or her last known address as it appears on the rolls of the Association.

- 9.6 Any Dues not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as Association may establish. Such interest and all costs incurred by the Association in connection with the collection of any such charges, including, without limitation, reasonable attorney fees, shall be collectible by the Association and shall constitute a continuing lien upon any Lot within the Development owned by the Lot Owner responsible therefore. The Association shall have the right to proceed at law or in equity to foreclose such lien. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.
- 9.7 Each Lot Owner (and in this specific context a Lot Owner does not mean a lessee) shall have one vote in the voting affairs of the Association for each Lot owned.

ARTICLE 10

ARCHITECTURAL REVIEW COMMITTEE DEVELOPMENT/CONSTRUCTION

10.1 Site Development/Architectural Review Committee.

- (a) An Architectural Review Committee (the "Committee", or ARC) shall be established by the Association's Board of Directors and shall at all times consist of the Developer and no less than two nor more than four persons appointed by the Board, until such time as Developer elects not to serve, at which time the Board shall appoint that member of the Committee as well. All members appointed by the Board shall be Lot Owners. The Architectural Review Committee shall assist Lot Owners in complying with the development restrictions set forth in this document.
- (b) Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer's consent shall be required for all Committee action until such time as a Developer elects not to serve on the Committee.
- (c) If the Committee shall cease to exist for any reason shall fail to function, the Board of Directors of the Association shall serve as the Committee, and in the absence of such a Board, the Committee shall be selected by a majority of Lot Owners.
- (d) The Committee shall have no affirmative obligation to be certain that all of the restrictions contained in this Declaration are fully complied with and no member of the Committee shall have any personal liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a

member of such Committee. Such Committee and its members shall have only an advisory function, and

the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such Lot Owner's Lot or improvements to be constructed on such Lot.

- (e) The Committee, if it observes deviations from or lack of compliance with the provisions of this Declaration, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

10.2 Architectural Review Committee Approval.

- (a) No Lot Owner shall construct, alter, or maintain any improvements on a Lot until all the following have been completed:

1. The Lot Owner has submitted to the Committee four (4) complete sets of preliminary sketches showing floor plans, exterior elevations and an outline of specifications for materials and finishes;
2. The Committee has approved the preliminary sketches, and
3. Upon approval of preliminary sketches, the Lot Owner has submitted to the Committee four (4) copies of complete site plans and specifications therefore, in a form satisfactory to the Committee, showing insofar as is appropriate:
 - i. The size, dimensions and style of the improvements, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
 - ii. The exterior design and building materials;
 - iii. The exterior color scheme;
 - iv. The approximate location of the improvements on the Lot, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
 - v. The approximate location of the driveways, parking areas and landscaping (including location and construction of all fences or walls, recreational facilities, and utilities) and the types of materials to be used therefor, and
 - vi. The vegetation proposed to be removed or altered in order to accommodate construction, complete landscaping and enhance views.
4. Such plans and specifications have been approved in writing by the Committee.
5. An acknowledgment form is signed by both the Lot Owner and their contractor wherein each acknowledges that they have read and understand the provisions of the restrictions set forth in this Declaration.

- (b) Approval for any plans that comply with restrictions embodied in this Declaration will not be unreasonably withheld, however, approval of the preliminary sketches and detailed site plans and specifications described above may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein (including the submission of incomplete site plan), but also because of the reasonable dissatisfaction of the Committee as the location of the structure(s) on the Lot, color scheme of such structure(s), finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot. The Committee may exercise reasonable discretion to grant a variance to the restrictions and conditions contained herein, when in the reasonable judgment of the Committee, the granting of a variance would not render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot. Approval of plans does not evidence compliance with this Declaration and any variance must be specifically granted.
- (c) Any building, structure or improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the site plans and specifications approved by the Committee.
- (d) If, at any time, a Lot Owner shall have submitted to the Committee site plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specific specifications within fourteen (14) days from the date of submission nor notified the Lot Owner of its objection within that fourteen (14) day period, then such site plans and specifications shall be deemed to have been approved by the Committee, provided that the plans conform to, or are in harmony with, these restrictions, the applicable zoning ordinance or other governmental regulation, if any, and the existing structures in Walnut Bend, and further provided that no suit to enjoin the construction has been commenced prior to the completion of any improvements to the Lot.
- (e) In the event that a Lot Owner shall file revised site plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original site plans and specifications, and the Committee has neither approved them nor notified the Lot Owner of further objections within fourteen (14) days from the date of submission, then such revised site plans and specifications shall be deemed to have been approved by the Committee. The date of submission is herein defined as the date upon which any member of the Committee has received said site plans and specifications.

ARTICLE 11
RULES AND REGULATIONS

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Development desired by the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations, and the Association may establish and levy fines for any failure to comply with the same.

ARTICLE 12
ASSIGNMENT OF RIGHTS

Except as specifically provided for elsewhere in this Declaration, all rights hereunder granted to Lot Owners shall not be further assignable except as an appurtenance to and in conjunction with the sale of their Lot.

ARTICLE 13
VIOLATION OF PROVISIONS

- 13.1 In the event that any Lot Owner violates the terms of this Declaration, the Developer and/or the Association, and/or their agents, not earlier than thirty (30) days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions hereof, may enter upon the violating Lot Owner's Lot, specifically not to include buildings thereon, and correct the violation and alter, repair or change any building, structure or thing which may be upon the Lot in violation thereof, so as to make such improvement or thing conform to such provisions.
- 13.2 The Developer, Association or any Lot Owner(s) may charge the Lot Owner in violation for the entire cost of the work done pursuant to the provisions of this Section, which shall become a lien against the Lot Owners Lot.

ARTICLE 14
ENFORCEMENT

- 14.1 In addition to any rights set forth in Article 13 for a violation or breach of any of the provisions hereof, the Developer, the Association, any Lot Owner(s) or any municipal governing authority shall have the right to proceed at law or in equity to prevent the violation or breach of the provisions of this Declaration or to cover recover damages for such violation and to foreclose any lien granted hereunder.

- 14.2 In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and other legal costs.
- 14.3 Whenever there is discrepancy between minimum standards or dimensions noted herein and those contained in zoning regulations, building codes, or other official regulations, the most restrictive standard shall prevail.

ARTICLE 15

DURATION AND EFFECT

The provisions hereof shall run with the Development and shall be binding upon all Lot Owners and all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the requisite number of Lot Owners set forth in article 16 hereof, has been recorded agreeing to cancel, amend or change, in whole or in part this Declaration.

ARTICLE 16

AMENDMENT

- 16.1 The Developer, so long as it owns any Lot in the Development, hereby reserves the right to amend these covenants and restrictions without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.
- 16.2 These restrictions may be rescinded or amended, in whole or in part, by an appropriate recorded written instrument executed and acknowledged by not less than three-fourths (3/4) of the Lot Owners, provided, however, that any such rescission or amendment must be acknowledged by all of the Lot Owners if:
- (a) it changes the single-family nature of the Development; or
 - (b) it expands the rights of a Lot owner to subdivide a Lot or to place more than one house on a Lot.
- 16.3 Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owners. Notwithstanding the foregoing provisions of this Section, certain rights reserved by the Developer shall not be terminated by any amendment without the consent of Developer.

ARTICLE 17
SEVERABILITY

- 17.1 The invalidation of any one or more of the reservations and restrictions provided herein, by judgement or court order, or the amendment of any one or more of the restrictions as hereinabove provided. Shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- 17.2 In the event that there exist now or in the future regulations, federal, state, local or otherwise, that are more restrictive than those contained herein, the more restrictive regulation shall apply.
- 17.3 In the event this Declaration conflicts with the provisions of the Articles of Incorporation or Bylaws of the Association, the provisions of this Declaration shall control.

Original document filed 12/9/2005
McKeough Land Company, Inc.
Patrick C. Regan, Vice President

Article 8 amended June 16, 2010
Article 5.13 amended February 22, 2013