

original

DECLARATION OF LOT OWNERS
TURNER LAKE DEVELOPMENT

This instrument is executed by the owners of the lots and common properties in the development commonly referred to as the Turner Lake property that is shown by plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 9, page 265, (Slide 112-A), for the following purposes:

1. To correct the description of a private right-of-way that is 40 feet in width leading from Peavine Road into the property and serving the lots and common property;

2. To declare that any equitable lien or right thereto which may attach to any of the subject lots to enforce payment of any common property maintenance costs are expressly subordinated to the lien of any lender or financial institution that is a bona fide encumbrancer for value;

3. To declare that the exterior building material requirements for all buildings does not include roof material; and,

4. In addition to confirming the utility easements reserved in the various deeds and shown on the plat hereinabove referred to in Plat Book 9, page 265, to declare that easements or maintenance of water lines in their current locations and serving the lots in the development are permanent in nature and that no cross connections shall occur.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and benefits to be derived by each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, being all of the owners of lots and the common property in the Turner Lake Development located in the FIRST CIVIL DISTRICT of Cumberland County, Tennessee, and as shown on a plat of record in the Register's Office of Cumberland County, Tennessee, in Plat Book 9, page 265, do hereby acknowledge, declare and agree as follows:

1. The described location of the private right-of-way 40 feet in width, leading from Peavine Road into the Turner Lake

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This instrument prepared by:
LOONEY & LOONEY, ATTYS (C1-AGREE)
Crossville, Tennessee 38555

J.N.B.

Development that serves Lots 1 through 9, inclusive, and the common property is more particularly described as set out on Exhibit No. "1", attached hereto and incorporated herein by reference as if set out verbatim. It is expressly understood, declared and agreed, that said right-of-way is located on and within the boundaries of Lots 6, 7, and 8, and that the fee simple ownership of said lots is burdened by this right-of-way conveyance and the rights of other lot owners to use same freely and unrestricted. Said right-of-way shall remain a private right-of-way and be maintained at the expense of the lot owners in accordance with prior instruments or record applicable to said property. The description of the private right-of-way as set out herein, shall be construed as a corrected description from prior instruments of record describing same.

corrected by Turner Lake Inc. Nov 12-6-81
of Turner Lake Inc. 12-6-81

2. Prior recorded instruments applicable to the lot owners fix certain obligations on each of them to contribute the maintenance and repair of the right-of-way referred to above, water lines, and the common properties. It is acknowledged that failure to pay their respective pro rata share of the repairs or maintenance costs could give rise to a lien to enforce payment of same. In order to induce lenders and financial institutions to use the respective properties of lot owners as collateral for mortgage lending, it is declared, acknowledged and agreed, that any lien rights to enforce payment of right-of-way, water line or other common property expenses, shall be subordinate to the lien of bona fide encumbrances for value. Therefore, it is declared, acknowledged and agreed that any lien applicable to the enforcement of lot owner obligation for repairs, maintenance or construction of right-of-ways, water lines, or other common property expenditures, of whatever nature or kind, is subject to, subordinate to, and shall not affect in any way the rights of the holder or owner of any indebtedness secured by any recorded mortgage or deed of trust upon any of the lots in the Turner Lake Development, which indebtedness and mortgage or deed of trust was made in good faith and for value.

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The foreclosure of any such mortgage or deed of trust indebtedness shall avoid any subordinate liens for enforcement of the aforementioned common property maintenance funds.

3. That the restriction in prior recorded instruments limiting exterior construction of all buildings to "natural materials" does not include roofs which can be finished with shingles or other coverings that are not of "natural materials" .

4. That the common water line serving the lots in Turner Lake Development is now completed so as to serve all of the lots, but the location of portions of these water lines are not shown on the recorded plat referred to above nor set out in previously recorded instruments applicable thereto. In order to assure each lot owner that the common location of these water lines shall remain in place, an easement for its current location and its continued maintenance is hereby declared and agreed. This easement is in addition to and does not affect other easement reservations set out in prior recorded instruments or set out on the above-referenced plat. Lot owners are strictly prohibited from making any "cross connections" of the water lines as that term is defined by Tennessee Code Annotated §68-221-101(A) and any subsequent amendments thereto.


This Declaration shall be liberally construed to carry out the declaration of property rights set out herein. Any vestiture of property rights or divestiture of property rights necessary to carry into effect the property rights herein declared shall be construed as having been completed upon the due execution of this Declaration by the parties hereto. Should any conflict arise between this Declaration and any prior recorded instrument applicable to the Turner Lake Development and these lot owners, this instrument shall be controlling and any conflicting provisions in prior recorded instruments shall be changed, modified or deleted to conform to this Declaration and the provisions of this instrument.

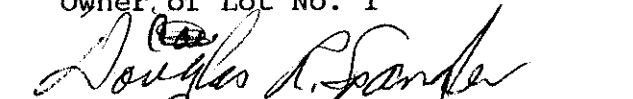
The undersigned, for itself, himself, herself, or themselves, and for its, his, her or their heirs, successors or


assigns and personal representatives, as the case may be, warrant that the undersigned are the owners of the lots in Turner Lake Development indicated below the signature of the undersigned, and that the undersigned have a good and lawful right to execute this instrument for the purposes herein contained.

Further, the undersigned intends this instrument to be binding upon the respective heirs, successors assigns, and personal representatives, of the undersigned and to all owners of lots in Turner Lake Development.

IN WITNESS WHEREOF, the undersigned have duly executed this Declaration as and for this the 2nd day of December, 1994.

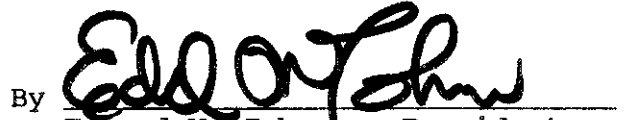

Mary Lou Wibel, a single person,
Owner of Lot No. 1



Douglas R. Spangler

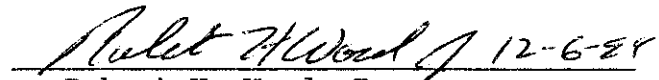

Carolyn Spangler, his wife
Owners of Lot No. 2

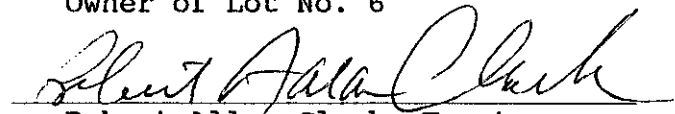

Phillip Carl Freitag, a single
person, Owner of Lot No. 3

Mobile Satellite Service, Inc.

By 
Edward M. Johnson, President
Owner of Lot No. 4


E. Kaye Johnson, a single person
Owner of Lot No. 5


Robert H. Wood, Jr.,
Owner of Lot No. 6


Robert Allen Clark, Trustee
Owner of Lot No. 7

Larry F. Turner

Larry F. Turner,
Owner of Lot No. 8

Dean Presson

Dean Presson

Vicki Presson

Vicki Presson, his wife
Owners of Lot No. 9

TURNER LAKE, INC.

By *Robert H. Wood*

President

Owner of all common property
and common property rights and
easements

The wives of the owner of Lots No. 6 and 8,
respectively, join in this instrument to convey whatever right,
title claim and interest each of them may have in and to any
property rights as the spouse of the respective owners of Lot Nos.
6 and 8.

Barbara Wood

Barbara Wood

Cleta Turner

Cleta Turner

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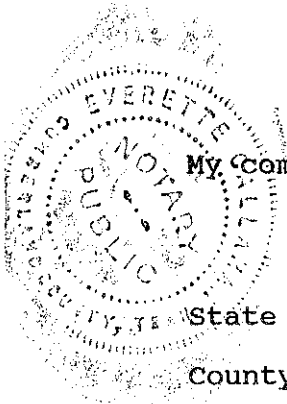
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Mary Lou Wibel**, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 2nd day of March, 1994.

Everett Calahan
NOTARY PUBLIC

My commission expires: 10-29-96



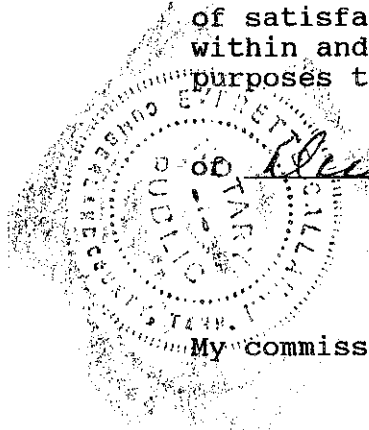
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Douglas R. Spangler and wife, Carolyn Spangler**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 2nd day of March, 1994.

Everett Calahan
NOTARY PUBLIC

My commission expires: 10-29-96



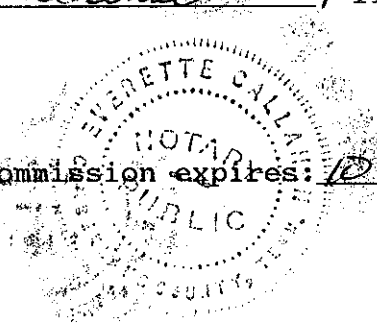
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Phillip Carl Freitag**, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 2nd day of March, 1994.

Everett Calahan
NOTARY PUBLIC

My commission expires: 10-29-96



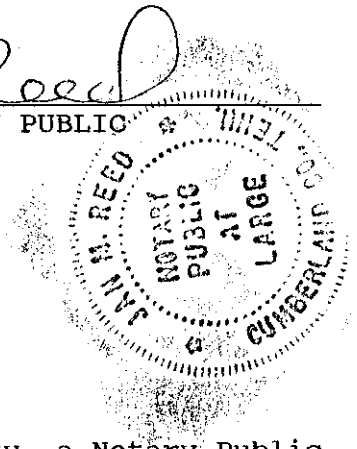
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Edward M. Johnson, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Mobile Satellite Service, Inc., a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 5th day of December, 1994.

Jan M Reed
NOTARY PUBLIC

My commission expires: 3-1-98



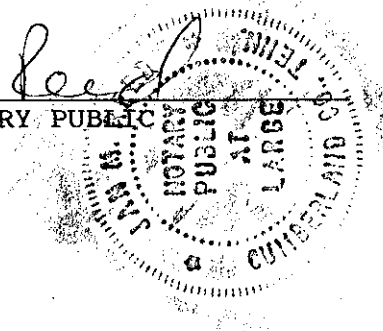
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared E. Kaye Johnson, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 5th day of December, 1994.

Jan M Reed
NOTARY PUBLIC

My commission expires: 3-1-98



State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Robert H. Wood, Jr. and wife, Barbara Wood, the within named bargainers with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 6th day of December, 1994.

Everette Callahan
NOTARY PUBLIC

My commission expires: 12-29-96

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State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Robert Allen Clark, Trustee**, the within named bargainer with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as his free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 2nd day of December, 1994.

Ernest Colahan
NOTARY PUBLIC

My commission expires: 10-29-96

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Larry F. Turner and wife, Clela Turner**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 2nd day of Dec, 1994.

Ernest Colahan
NOTARY PUBLIC

My commission expires: 10-29-96

State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Dean Presson and wife, Vicki Presson**, the within named bargainors with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as their free act and deed for the purposes therein contained.

WITNESS my hand and signature on this 6th day of December, 1994.

Mary Helen McHugh
NOTARY PUBLIC

My commission expires: 8/19/98

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State of Tennessee)
County of Barbarous)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared

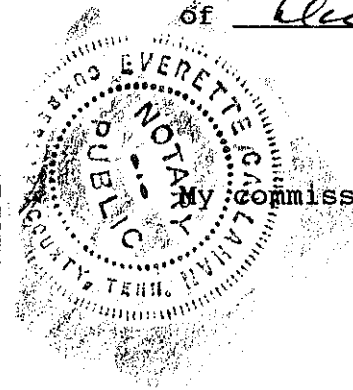
Robert N Wood Jr, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who,

upon oath, acknowledged himself to be President of Turner Lake, Inc., a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office this 6th day of December, 1994.

Everett Calahan
NOTARY PUBLIC

My commission expires: 10-29-96



State of Tennessee, County of CUMBERLAND
Received for record the 09 day of
DECEMBER 1994 at 12:43 PM. (RECH# 131102)
Recorded in official records DEED
Book D479 Page 319-328
Notebook 9 Page 23
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 40.00, Total \$ 40.00,
Register of Deeds JUDY GRAHAM SWALLONS
Deputy Register PHYLLIS K. HALE

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Cont'd. 1 page!

EXHIBIT "1"

Being two intersecting rights-of-ways, 40 feet in width, one leading from Peavine Road into the Turner Lake Development, and the other providing ingress and egress to Lots No. 1 through 9, inclusive, of said Development.

The right-of-way leading from Peavine Road into the Turner Lake Development is more particularly described as follows:

BEGINNING at the point of intersection of the center line of a right-of-way, forty (40) feet in width, and the westerly right-of-way of the Peavine Road, said point of intersection being located Northeast approximately one hundred (100) feet from the corner of the Turner Lake, Inc. property and the James Red Smith property; thence with the center line of said forty foot right-of-way in a Northwesterly direction approximately One Thousand (1,000) feet to the point in the center line of an intersecting right-of-way forty (40) feet in width leading from Lot No. 1 of the Turner Lake Development to Lot No. 9.

The right-of-way leading from Lot No. 1 to Lot No. 9 of the Turner Lake Development is more particularly described as follows:

BEGINNING at a point in the center line of said right-of-way forty (40) feet in width, which point is in the southerly boundary of Lot No. 1, located Southeast twenty (20) feet from a point marking the Northeast corner of Lot No. 2 and a corner of Lot No. 1; thence from said point along the center line of said right-of-way, twenty feet from and parallel to the Easterly boundaries of Lots 2 and 3 in a Southwest direction, approximately 1,168 feet to a point twenty feet East of the corner of Lots 3 and 4; thence continuing with said center line in a Southwest and Westerly direction and being twenty feet from the Easterly and Southerly boundary of Lot No. 4, approximately Eleven Hundred (1,100) feet, more or less, to a point twenty (20) feet from the corner of Lots No. 4 and 5; thence continuing in a Westerly direction with the centerline of said right-of-way, parallel to and twenty feet from Southerly boundary of Lot No. 5, approximately Six Hundred Fifty (650) feet, more or less, to a point twenty feet from the corner of Lots 5 and 6; thence continuing with the center line of said right-of-way, twenty feet from and parallel to the Westerly boundary of Lot No. 6 in a Northerly direction, approximately Four Hundred Fifty (450) feet to a point twenty (20) feet from the Westerly boundary of Lot No. 6; thence continuing with the center line of said right-of-way, twenty (20) feet from and parallel to said Westerly boundary, which boundary is described as being North 29° 39' 21" East, 511.93 feet; North 33° 29' 50" East, 719.4 feet; and, North 34° 48' 14" West, passing the corner of Lots 6 and 7 at 410 feet, in all 770.00 feet to a point; thence continuing with the center line of said right-of-way at a point twenty feet from and parallel to the Westerly boundary line of Lots No. 7 and 8, described as being about North 25° West, approximately 400 feet to a point in the Southerly boundary line of Lot No. 9, and located twenty (20) feet from the corner of Lots 8 and 9.

Both of said rights-of-way are forty (40) feet in width and extend twenty (20) feet on each side of the center line described above. The right-of-way leading from Peavine Road and so much of the right-of-way that leads along Lots No. 1 through 5 is located on the property of Turner Lake, Inc. The remainder of the right-of-way leading from Lot No. 6 to Lot No. 9 is located within the boundaries of Lots No. 6, 7, and 8, and these three lots are owned expressly subject to the right-of-way and its uses for ingress and egress and the installation and maintenance of other utilities.

Said rights-of-way are further described as platted and shown on a plat captioned "Larry Turner Property" recorded in the Register's Office of Cumberland County, Tennessee in Plat Book 9, page 265, (Slide 112-A).