

**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, RESERVATIONS, AND EASEMENTS
APPLICABLE TO Winning Gait Village.
Revised 7/25/06**

This Declaration is made this 26th day of June, 2006, by William E. Legg for WEL Enterprises, a family partnership located in Sequatchie County, Tennessee, with Tennessee property located in Bledsoe County, Tennessee, as follows:

WHEREAS, William E. Legg and WEL Enterprises, hereinafter referred to as the "Declarants," are the owners of that certain tract or parcel of real property lying and being in Bledsoe County, Tennessee and being more fully described upon a plat of survey prepared by Vick Surveying, dated 3/22/2006, and recorded in the Office of the Register of Deeds for Bledsoe County, Tennessee in Plat Book P2; Page 311 and,

WHEREAS, the Declarants have subdivided said property as shown on the above-described plat of survey and propose to develop said property into residential subdivision lots; and,

WHEREAS, the Declarants will, after, selling 90% to 100% of all lots planned for all phases of the 80 acre development, create a non-profit corporation, the name of which is the Winning Gait Village Owners Association, Inc., hereinafter referred to as WGVOA, for the purpose of carrying out and enforcing the terms and provisions of this Declaration and to take possession/ownership of all land to be designated as subdivision common area in the future. When the WGVOA is established, the property owners will elect their own officers and the WGVOA board. They will also establish the WGVOA by-laws and the WGVOA will be responsible for payment of any taxes/assessments imposed by the local, state or federal governments.

By accepting these restrictions and conditions, all property owners in Winning Gait Village agree to become voting members of the Winning Gait Village Owners Association when it is established. A copy of the restrictions and these conditions is to be provided upon closing for each subdivision lot as part of the associated deed.

WHEREAS, the Declarants desire to establish an orderly plan of residential development upon the various lots: and.

WHEREAS, the Declarants propose to take all reasonable steps required to insure the quiet enjoyment and ecological beauty of the subject property.

NOW, THEREFORE, the Declarants do hereby make, declare and publish their intentions and desires to submit, and do hereby submit the above—described property to be held, sold, enjoyed, and conveyed subject to the following restrictive covenants, conditions, reservations, and easements all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property and all of which constitute covenants

running with said land which shall be binding on all parties having or acquiring any right, title, or interest in said property or any part thereof and shall inure to the benefit of and shall be enforceable by each owner of a lot contained therein (including declarant(s)).

PREFACE:

These restrictions and provisions for the future establishment of the Winning Gait Village Owners Association serve two primary purposes:

1. Preservation and enhancement of property values for residents.
2. Provision for the future ownership and maintenance of subdivision common areas and recreation areas.

The developer is strongly committed to providing reasonably priced housing in a community that is clean, healthy and nourishing to the residents. Everyone deserves such a community – not just the wealthy. In any community, especially one where households are not separated by large parcels of land, there is a need to respect and care for neighbors, the investment they have made in their property as well as the enhancement of physical and mental health they associate with their home and community.

But, it is recognized that there are sometimes a few in any community whose actions tend to have a negative impact on their neighbors. **These restrictions have been formulated to provide the home-owners in Winning Gait Village some protection from the most common factors having a negative impact on property values as well as the physical and mental enjoyment of property ownership in a community.**

The restrictions are as follows:

LOTS AND BUILDINGS:

1. Lots, homes and associated buildings are to be used for residential purposes only. Commercial activity is prohibited. Exception is made for a home office designed for personal use, which does not generate commercial business traffic and does not require signage.
2. No numbered lot can be further subdivided.
3. No building shall be erected, altered, placed or permitted to remain upon any portion of said property other than one single-family dwelling which has at least 1250 square feet of heated/cooled space.
 - a. One storage building is allowable but must not be greater in size than 300 square feet in size.
 - b. A garage or carport is allowed but must be no greater in size than 600 square feet.

- c. Porches, patio areas and basements are allowed but the designs must be compatible with the exterior design of the dwelling.
 - d. Exterior designs for garages, carports and storage buildings will be compatible with the primary dwelling. Construction and materials (including siding and roofing) will match or blend the primary dwelling.
 - e. Until establishment of the WGVOA, the Declarants have the right to review and approve the design and materials/compatibility of any storage building, garage, carport, porch or deck to be added to a home or be placed upon a lot.
2. New dwellings will be allowed which are:
- a. Homes manufactured off-site but which meet HUD requirements,
 - b. Modular (system built) homes built off-site but approved by the State of Tennessee,
 - c. Site built homes constructed using standard construction techniques.
 - d. No single wide manufactured home will be permitted on the property.
 - e. All dwellings erected on the property must meet applicable County, State, Federal or other governmental regulations.
 - f. All buildings, residences or portions thereof (including decks, porches, patios and driveways) must be constructed within the bounds of any road or street easement and with proper set-backs from roads, streets and property lines (as shown on the above referenced plat).
3. Fences and hedges are limited to 48" in height and must tastefully complement the home and community. Fences will be chain link and be limited to side and back yards.
4. No illegal or noxious activity shall be carried on or allowed to exist upon any portion of the lands affected hereby.
5. No tent, travel trailer, recreational vehicle (including a boat) shall be installed or allowed to remain on any property for use as a permanent residence or dwelling.
6. None of the property affected hereby shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers.
7. Motor vehicles within the community shall be operated in a safe manner and shall not exceed a 15 MPH speed limit.

RECREATIONAL VEHICLES AND LARGER BOATS - not ATV's, small boats (up to 19') or folded pop-up campers:

- 1. Travel trailers, larger boats and recreational vehicles are to be permanently parked in off-site storage areas or designated storage areas associated with the subdivision (if available).
- 2. Any recreational vehicle, boat or travel trailer kept in the designated storage area of the subdivision must be properly registered and insured.

3. Visitors of residents may park their travel trailers/recreational vehicles on a lot temporarily (meaning a few weeks and not a month or months).

VEHICLES and SMALL BOATS:

1. Commercial trucks, tractor trailer trucks (tractor and/or trailer) and large commercial vans are not to be parked overnight in the subdivision.
2. Pick-up trucks (including "dualies") and regular family size vans are not to be included in this restriction.
3. Each vehicle belonging to residents in the subdivision will be provided with a parking pad on the lot of the resident.
4. Vehicles shall not be parked on lawns, landscaped or grassy areas within the subdivision.
5. Guests may park on the street if off-street parking is not available as long as traffic flow is not hindered.
6. Motor vehicles (cars, trucks, four wheelers and motorcycles) shall be in good operating condition and currently licensed. Mufflers may not be any louder than original stock mufflers. Non-operating motor vehicles are not permitted to be kept in the community with exception being made for those needing minor repairs/maintenance that do not require blocks. The repair/maintenance work must be completed in no more than two days.
7. Antique vehicles being restored, ATV's, motorized "dirt bikes," and go-carts must be stored within an enclosed garage or storage unit. ATV's, motorized "dirt bikes", and go-carts cannot be ridden within the community unless legal for riding on street. Then they can be ridden on the street. They cannot be ridden on the property or lawns of residents, landscaped areas or common areas of the subdivision or on property of the declarant(s).
8. Junk vehicles and/or vehicles requiring long term repair shall not be placed upon, dumped on, or stored upon any portion of the property.
9. A **small** boat (up to 19 feet long) can be kept on a residential lot but needs to be treated the same as a vehicle.

SIGNAGE, ANTENNAS AND SATELLITE DISHES:

1. Mini Satellite Dishes are permitted but must be installed to manufacturers specifications. Trees not on the lot of the resident installing the MSD will not be modified or cut down to accommodate the MSD. The location of the installation must be as inconspicuous as possible.

2. There shall be no: Outside antennas, aerials or towers, clotheslines of any type, outside drying of laundry or rugs, utility trailers, or outside gas, oil or fuel tanks of any type (EXCEPT outdoor grill with tank).
3. Signs are not permitted, except for one neatly painted or printed sign of maximum size 18" x 24" neatly displayed in the front yard to advertise sale of the property/home. No other commercial signs are allowed.
4. Tasteful holiday decorations are encouraged and permitted for a reasonable time leading up to and just after said holiday.
5. Small tasteful signs, flags or ribbons supporting troops or to show patriotism are allowed.
6. Political signage is not allowed within the community/subdivision on private property or public easement.

CARE of INDIVIDUAL PROPERTIES:

1. Resident shall remove any litter or fire hazards from lot. The lot shall be kept clean and neat with grass mowed, trimmed and free of weeds. Grass and weeds shall also be removed from around trees and shrubbery. All gardens shall be kept neat and be well cared for (including removal of grass and weeds).
2. Walks, driveways, fences, outdoor lights, mailboxes and the outside of the home shall be kept clean, neat and in good condition/repair (including free of oil and/or other stains as applicable).
3. Toys, bicycles, tools, ice chests, etc., are to be stored neatly (preferably in storage buildings or inside homes).
4. Firewood is to be put in a storage device at the rear of the home or deck.
5. Digging (other than for normal gardening), trenching or driving stakes by a resident is prohibited without guidance from utility companies due to the existence of underground utilities.

ANIMALS AND PETS:

1. Generally recognized domestic house pets are acceptable.
2. No cattle, goats, rabbits, hogs, exotic animals or other livestock (including horses) shall be kept or maintained on any residential lot or designated recreational common area within the property boundaries. Horses might be pastured or kept in a facility associated with the property for a monthly fee if said pasture and/or facility(s) are available. Wildlife natural to the area is not impacted by these restrictions.
3. No animals of any kind are to be kept or raised for commercial purposes within the

subdivision.

4. One animal pen is allowable in a side or rear yard. No pet shall be chained or staked outside but will be kept on a leash and attended when outside the home, pen or fence.
5. Resident is responsible for any damage caused by their pet in the community or common areas.

CHILDREN:

1. Residents shall be responsible for the actions of their children and see that they do not disturb the community or other residents by use of offensive language, trespassing, or abusing property.
2. Any violation of community covenants, rules and regulations by the children of a resident shall be deemed a violation by said resident.

GENERAL RESTRICTIONS:

1. Use of firearms, BB guns or other potentially dangerous devices is not permitted within the subdivision.
2. Persons using recreation/common areas or trespassing on properties owned by the Declarant(s) do so at their own risk.
3. Areas under construction or repair may not be visited by residents, their guests, or children except by invitation of the Declarant(s) or WGVOA.

ENFORCEMENT:

Any purchaser of property in Winning Gait Village accepts the enforcement proceedings outlined below as flowing with the property and will submit themselves to said procedures.

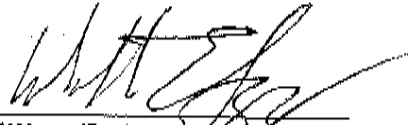
A resident/owner who is in violation of one or more of these restrictions on the property will be given written notice by certified mail along with 30 days to correct the offense.

Any individual property owner has the right to take legal action to enforce these restrictions. However, an individual must wait for a favorable court decision before a remedy can be implemented.

Until the WGVOA is established and upon determination that there has been a restriction violation accompanied by the appropriate notice:

The declarant(s) can, or any combination of four owners of property within Winning Gait Village can not only take legal action together, but also, having implemented legal action, remedy the specific offense by acting to accomplish such things as having relevant vehicles towed, lawns maintained. The offending owner against whom action is taken will be responsible for reimbursing said complainants. Failure to do so will result in suit for judgement and placing a lein against the property owned by the offender within the boundaries of Winning Gait Village.

The Declarant has the right to enforce these restrictions until the entire 80 acre development is sold. After the WGVOA is established, it will be responsible for enforcement and taking legal action to accomplish same. Property owners will then be required to take all complaints to the WGVOA.



William E. Legg
d/b/a WEL Enterprises

STATE OF TENNESSEE

COUNTY OF BLEDSOE

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named, WILLIAM E. LEGG, the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained

WITNESS my hand and official seal, a Pikeville, Tennessee, this
25th day of August, 2006



NOTARY PUBLIC

My Commission expires:

05-21-2007

Prepared By:
Law Office of
P.O. Box 666
Dunlap, Tn. 37321

BK/PG:WD191/592-598

06091536

7 PGS 1 AL - RESTRICTIONS	
SSR BATCH: 5913	
08/25/2006 - 04:30 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, BLEDSOE COUNTY

EMMA S. BOYNTON
REGISTER OF DEEDS

