

WESTVACO CORPORATION
DECLARATION OF COVENANTS AND RESTRICTIONS
IRONWOOD TRAIL (B34 - B46)

THIS DECLARATION, made and executed by WESTVACO CORPORATION, a Delaware corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of the Property shown on plat of Ironwood Trail subdivision; and

WHEREAS, Declarant has registered said plats in Plat Cabinet "A", Slides No. 118 in the office of Register of Deeds in Stewart County, Tennessee; and

WHEREAS, Declarant agrees that the use, appearance, and maintenance of all the Property are of mutual interest and concern to all the Owners of Parcels in the Property; and

WHEREAS, Declarant desires that the Property shown on said recorded plats be subject to all terms, covenants, conditions, restrictions and easements set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value, desirability, function and attractiveness of the Property. The covenants, conditions, restrictions and easements shall run with the land and be binding on all parties holding or acquiring any right, title or interest in the Property, or any part thereof, whether or not so expressed in any deed or other conveyance, and shall inure to the benefit of each owner thereof.

1. These covenants and restrictions shall constitute covenants running with the land benefitting and appurtenant to the real estate described on the recorded plats, and any part thereof, binding upon Grantor and its respective successors and assigns and enforceable by the Grantee herein or Grantee's successors or assigns of all or any part of the benefitted property for a period of thirty (30) years from the date of July 1, 2002.
2. Lots are for residential purposes only, except commercial use is allowed on those lots fronting on Highway 79 and on those lots fronting on Old State Route 76, plus lot B46. No commercial business, i.e., repair shop, manufacturing, etc. shall be conducted on any lot, except commercial use is allowed on those lots fronting on Highway 79 and on those lots fronting on Old State Route 76, plus lot B46. This would not prevent an owner from having a home office, unless it generates public ingress and egress traffic.

3. This property is intended to be used for permanent and second home sites as well as recreational property except as otherwise provided in paragraph 2. The intent of these restrictions is not to prevent an owner from coming to the property seasonally and spending a short period of time camping, using a motor home or a camper as a shelter. However, no motor home or camper shall be left on any lot for a period greater than 180 days and in no way used as a permanent dwelling. Periodic tent camping would be allowed under these covenants.
4. No structure of a temporary character, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.
5. No exposed concrete, cinder or concrete masonry foundation shall extend above finish grade so as to be visible from an adjoining property.
6. Trash, garbage or other waste shall not be kept except in sanitary containers. Non-operating vehicles or unlicensed vehicles, unused objects or apparatus, or clutter of any kind or any portion thereof, shall not be permitted to remain on any parcel.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become obnoxious, a nuisance or a health hazard to the neighborhood. This shall not prevent hunting, timbering or other similar land use activities.
8. Minimum living space shall be as follows:
 - (1) Single story dwelling shall have a minimum floor space of nine hundred (900) square feet.
 - (2) Two-story dwelling shall have a minimum floor space of one thousand five hundred (1,500) square feet.
9. Building set backs shall be twenty-five (25) feet from all boundaries except roadway, which is thirty-five (35) feet.
10. A fifteen (15) foot public utility easement shall follow all interior roads and lot lines.

GENERAL PROVISIONS

Enforcement. Any property owners association created after the recording of these covenants, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, reservations, easements, liens and charges now or hereafter granted or imposed under this Declaration. Failure by such association, or by any Owner, to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions, which shall remain in full force and effect.

This Declaration shall be construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this instrument to be executed as of this 24th day of July, 2002.

WESTVACO CORPORATION



By _____
E. G. Parker, Division Manager
Westvaco Forestry Division

	Ruth Mathis, Register
	Stewart County Tennessee
Rec #: 6470	Instrument 6856
Rec'd: 15.00	Nbk: P Pg 453
State: 0.00	
Clerk: 0.00	Recorded
EDP: 2.00	7/25/2002 at 2:33 pm
Total: 17.00	in Record Book
	27 Pages 210-212

STATE OF SOUTH CAROLINA

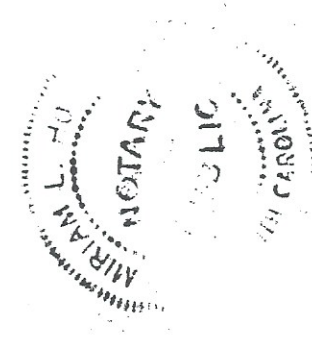
COUNTY OF BERKELEY

Before me, the undersigned, a Notary Public of the State and County, aforesaid, personally appeared E. G. Parker, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Division Manager of the Forestry Division of Westvaco Corporation, a Delaware corporation, the within named bargainor, and that he as such Manager of the Forestry Division, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Manager of the Forestry Division.

WITNESS my hand and seal, at office, this 24th day of July, 2002.

Miriam L. Holladay
Notary Public

My Commission Expires: July 22, 2008



Record Book
27 Pg 212