

ENGLISH MOUNTAIN DEVELOPMENT
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, PREFERRED DEVELOPMENT CORPORATION, hereinafter known as the "Declarant," is the Developer of certain lands situated in the Counties of Sevier and Cocke, State of Tennessee, and known as "ENGLISH MOUNTAIN DEVELOPMENT," and

WHEREAS, the plats of said subdivision are recorded in the Office of the Register of Sevier County and Cocke County, Tennessee.

WHEREAS, said Preferred Development Corporation is on the date hereof the owner of more than two-thirds (2/3) of the lots in said Development.

NOW, THEREFORE, be it known that Preferred Development Corporation, the Developer, as fee owner of said real property, hereby makes the following declarations:

The Developer declares that all of the lots within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and in favor of each and all other lots; to create reciprocal rights between the respective owners of all of such lots and parcels; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and shall, as to the owner of each such lot, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development and their respective owners, present and future. The Developer specifically reserves unto itself the right and privilege to designate any such lot or parcel of land as being commercial,

residential, mobile home, multi-family, recreational, or any other type desired, in character or for some use or purpose other than single family residential; and may make such designation at any time without the approval of any property owner in said section.

I. Definitions. The following terms as used in this Declaration are defined as follows:

A. "Articles" means the Articles of Incorporation of the Developer.

B. "Board" means the Board of Directors of the Developer.

C. "By-Laws" means the By-Laws of the Developer.

D. "Committee" means the Architectural Committee.

E. "Common Areas" means all of the real property designated as such; all real property which may be later annexed to the Development as Common Area, together in each instance with all improvements which may be at any time constructed thereon, including, but not limited to, recreational and community facilities, parks, and other amenities.

F. "Declaration" means this Declaration of Protective Covenants and any amendments thereto.

G. "Developer" means Preferred Development Corporation or any of its subsidiaries, and its successors or assigns.

H. "Development" means all of that real property situated in English Mountain Development as shown and depicted on the recorded plats thereof in the Register of Deeds Office of Sevier and Cocke Counties, Tennessee, and all other real property which may be annexed thereto as provided herein.

I. "Improvements" means all buildings, outbuildings, roads, driveways, parking areas, fences, retaining and other walls, hedges, poles, antennae and any other structures of any type, kind, or character.

J. "Lot" means any numbered lot shown on the plat other than those specifically designated for special purposes.

K. "Multiple Family Dwelling" means a residential dwelling containing two or more living units.

L. "Owner" means:

1. Any person or legal entity, including the Developer, who holds fee simple title to any lot.
2. Any person or legal entity who has contracted to purchase fee simple title to a lot pursuant to a written agreement, in which case, the seller under said agreement shall cease to be the owner while said agreement is in effect.

M. "Plat" means the maps of the Development as they are from time to time recorded.

N. "Single Family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than three adult persons not so related, together with his or their domestic servants maintaining a common household in such dwelling.

O. "Supplemental Declaration" means a recorded Supplemental Declaration by the Developer designating those parcels of real estate which are subject to these Declarations.

II. Land Use. All lots in the Development are hereby designated as Single Family Residential and shall be subject to the restrictive or other provisions of this Declaration relating to such uses unless they are designated otherwise by the Developer in a Supplemental Declaration. In the event a use is designated for which no such provisions are contained here e.g., commercial, governmental, school, etc., the same may be set forth in such Supplemental Declaration.

A. Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots:

1. Minimum Areas.
 - a. No dwelling shall be erected which shall consist of less than 1,000 square feet of living space.
 - b. No dwelling shall be erected with less than 1,000 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$3,000.00; but less than \$4,000.00.
 - c. No dwelling shall be erected with less than 1,200 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$4,000.00; but less than \$5,000.00.

d. No dwelling shall be erected with less than 1,500 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$5,000.00; but less than \$6,000.00.

e. No dwelling shall be erected with less than 1,800 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$6,000.00; but less than \$7,000.00.

f. No dwelling shall be erected with less than 2,000 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$7,000.00.

The Committee or its assigns reserves the right, when plans are submitted to it by the property owner, to reduce the minimum square feet of living space requirement if in its sole opinion the proposed plans include a cost per square foot or will be of such quality, that when completed will result in a residence of such quality that it will be equal to or enhance the surrounding property.

2. Set-Backs. No dwelling shall be erected within 20 feet of any boundary line of adjoining property, nor closer than 30 feet to the street or road upon which same is located and adjoining unless the Committee waives the terms of this restriction in writing at the time plans for a dwelling are submitted to it for approval.

B. Multiple Family Residential. Only multiple family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any lot or parcel designated as multiple family residential. The following restrictions shall apply specifically to such lots or parcels:

1. Minimum Areas. There shall not be more than one dwelling unit for each three thousand square feet (3,000 sq. ft.) of land area in such lot or parcel and the amount of fully enclosed floor area devoted to living purposes in each unit shall not be less than seven hundred square feet (700 sq. ft.).

2. Carport or Garage. No structure shall be erected, placed, altered or permitted to remain on any lot in this subdivision other than one detached single or multi-family dwelling which may have not more than one private garage, which may be either attached or detached from said dwelling and having room for not more than three cars. The garage shall be not more than one story in height.

3. Type of Construction. On all residential property lots in the English Mountain Development there shall be constructed no more than a single

family unit unless so waived by the developer and the sole right to such waiver is restricted only to the developer and said developer may at any time henceforth and does so hereby reserve unto itself, the right to change the number of dwelling units.

4. Waiver. The Committee or its assigns reserves the right, when plans are submitted to it by the property owner, to reduce the minimum square feet of living space requirement if in its sole opinion the proposed plans include a cost per square foot or will be of such quality, that when completed will result in a residence of such quality that it will be equal to or enhance the surrounding property.

5. Set-Backs. No dwelling shall be erected within 20 feet of any boundary line of adjoining property, nor closer than 30 feet to the street or road upon which same is located and adjoining unless the Committee waives the terms of this restriction in writing at the time plans for a dwelling are submitted to it for approval.

C. Condominiums. No parcel or land or lot in English Mountain Development which has been submitted by the developer to a regime authorized by the Horizontal Property Act, Tennessee Code Annotated 64-2701 et seq., shall be subject to any of the provisions contained in this Declaration of Protective Covenants except those contained in paragraph 1X of this Declaration of Protective Covenants relating to utility district services.

D. Common Areas. All lots or parcels in the Development designated as Common Areas are and shall remain the private property of Developer, and Declarant's recordation of a Plat shall not be construed as a dedication to the public of any such Common Areas located therein.

1. Use. The use and enjoyment of the Common Areas and the improvements, thereon, shall be subject to the powers of the Developer and the rules adopted by them regulating and governing the use of such property and improvements.

2. Maintenance. Maintenance of Common Areas and repairs to any improvements thereon shall be the obligation and responsibility of the Developer.

DECLARATION OF PROTECTIVE COVENANTS (Continued)

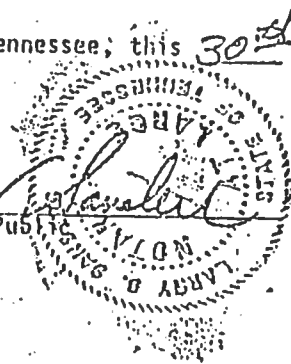
STATE OF TENNESSEE:

COUNTY OF MADISON:

Before me _____ of the state and county
aforesaid, personally appeared, Robert B. Smith III and Jerrell H. Parchman,
with whom I am personally acquainted, and who, upon oath, acknowledged them-
selves to be President and Secretary of Preferred Development Corporation,
the within named bargainor, a corporation, and that they as such President
and Secretary, being authorized so to do, executed the foregoing instrument
for the purpose therein contained, by signing the name of the corporation by
themselves as President and Secretary.

WITNESS my hand and seal, at office in Jackson, Tennessee; this 30th
day of November, 1973.

James Cavalieri
Notary Public



My commission expires: 4-28-74

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing instrument and Certificate were noted in
Note Book 22 Page 45 At 10:40 o'clock A. M., 12-5- 1973
Item No. 297; Recorded True Book 38 Page 12
State Tax _____ Fee _____ Recording 38 Ct. House Fund 12
Total 39.00 Receipt 2812
Witness My Hand Elvin J. Jumper

Register

30

XIII. Application. This Declaration hereby supersedes all previous restrictions heretofore filed. Developer hereby specifically reserves the right to waive, modify, amend or change any or all of the protective covenants herein, if in its judgment the development or lack of development of other property makes that course necessary or advisable and may further waive any or all of the provisions of these covenants as to any lot or lots in the development without approval of the owners of other lots in said section.

XIV. Severability. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XV. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XVI. Term. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest thereunder until July 31, 2014, after which time the same shall be automatically extended for successive periods of ten (10) years, unless by an agreement of a majority of the then owners of the lots, it is agreed to change said covenants in whole or part.

IN WITNESS WHEREOF, the undersigned, being the authorized officers of the Developer herein, has hereunto set its hand and seal this 30th day of November, 1973.

PREFERRED DEVELOPMENT CORPORATION

By: Robert B. [Signature]
President

ATTEST:

Jessie H. [Signature]
Secretary

STATE OF TENNESSEE:
COUNTY OF MADISON:

Before me _____ of the state and county aforesaid, personally appeared, Robert B. Smith III and Jerrell H. Parchman, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be President and Secretary of Preferred Development Corporation, the within named bargainor, a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as President and Secretary.

WITNESS my hand and seal, at office in Jackson, Tennessee, this 30th day of November, 1973.

Notary Public

My commission expires: 4-23-74

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PREFERRED DEVELOPMENT CORPORATION

By: _____
President

ATTEST:

Secretary

X. Annexation

A. Property to be Annexed. Developer may, from time to time and in its sole discretion, annex to the Development any other real property owned by Developer which is contiguous or adjacent to or in the vicinity of the Development.

B. Manner of Annexation. Developer shall effect such annexation by recording a Plat of the real property to be annexed.

XI Remedies.

If the parties hereto or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any other person or persons owning real estate in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and attempt to prevent him or them from so doing or to recover damages or other dues for such violation. Failure by the undersigned or any Lot Owner to enforce any restriction, condition, covenant, or agreement herein contained shall in no event be determined a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

XII. Grantee's Acceptance. Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Amended Declaration, and any subsequent amended declaration hereto, and to the jurisdiction, rights, powers, privileges and immunities of Developer. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with Developer and the grantee or purchaser of each other lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration, or any amended declarations.

B. Utility District Charges a Lien. The Utility District has, by ordinance, adopted rules and regulations to govern its operations. Included are provisions authorizing tap-on fees and monthly service charges to be assessed commencing as to each lot with the month following installation of water lines and/or sewage disposal lines up to or fronting on that lot, penalties for late payment, and procedures for collection of delinquencies by foreclosure or otherwise as permitted by law. Lot Owners will bear the cost of labor and materials required to connect to the public water systems and/or the public sewage disposal system.

Developer hereby expressly declares and reserves a lien against each lot in the Development to secure the payment of any and all charges, penalties, and fees and costs of collection of delinquencies assessed or to be assessed by the Utility District against any such lot. All persons acquiring any right, title or interest in any lot or portion of said real property shall acquire subject to said lien.

C. Foreclosure of Lien. In the event that monthly charges remain unpaid for 30 days beyond due date, the District or its successor or receiver, if any, may at any time thereafter advertise the lot in question for sale. The sale shall be conducted by an authorized agent of the District pursuant to published, recorded and mailed notice. The content and manner of giving notice shall be more fully specified by ordinance of the District and shall be reasonably designed to put the owner or owners on notice of the pending sale.

In the event the sale is held, the property will be sold without right of redemption to the person, if any, making the highest cash bid in excess of the amounts then payable to the District for unpaid charges, penalties, and fees and costs of sale. If there are no bidders, the property will be sold to the District. The title conveyed by the agent will be subject to prior or superior liens, if any, and subject to the continued application of this Declaration of Protective Covenants, including these provisions respecting Utility District Services, Charges and Lien.

D. Alternative Remedies. None of the foregoing shall be construed to prevent the District or the Developer from pursuing alternative remedies available to either under the law, including judicial foreclosure or collection suit in a court of competent jurisdiction. In the event of judicial foreclosure or collection suit, the District or the Developer, as the case may be, shall be entitled to a reasonable attorney's fee to be fixed by the court.

2. The restrictions herein set out shall be referred to, adopted and made a part of each and every contract and deed executed by and on behalf of Developer conveying said property, or any part thereof, for all intents and purposes as though incorporated in full therein.

3. All of the restrictions, covenants, reservations appearing herein, as well as those appearing in any contract, deed or other conveyance to or covering any part of this property, shall be construed together, but if any one of the same shall be held to be invalid, or for any reason is not enforceable, none of the others shall be affected or impaired thereby, but shall remain in full force and effect.

VIII. Provisions with Respect to Disposal of Sanitary Sewage. No outside toilet shall be permitted. All sanitary installations must conform with the recommendation of the Developer, its successors and assigns, and the County and State Board of Health. Lot Owners who desire to build before sewers are provided to their lots may use septic tanks and cess pools until sewers have been provided to their lots. Upon completion of the sewer system to a lot, use of the septic tanks and the cess pools must be discontinued and connection made to the sewer system.

IX. Utility District Services, Charges and Lien

A. Public Water System and Public Sewage Disposal System. Both the public water system and the public sewage disposal system constructed or to be constructed in the Development will be owned and operated by the East Sevier County Utility District. Said systems may be extended, altered and improved from time to time, and they shall be the sole water and sewage disposal system for the Development. No Lot Owner or other person shall install or use any alternative system or method of water supply or sewage disposal after installation of lines of said public systems up to or fronting on his or its lot. All of the lots in the Development and the Lot Owners thereof shall be subject to and bound by the rules and regulations of the Utility District in respect to such water and sewage disposal services, as adopted and amended from time to time in the manner provided by law. Nothing contained herein shall be construed as a limitation upon the Utility District to expand its boundaries or operations outside the Development or to transfer its assets to any lawful public or private utility or agency in the future.

2. Each mobile home shall be supported by concrete blocks or similar substantial materials.

3. Every mobile home on a corner lot or plot shall front on the street designated by the Committee and shall present a good appearance on the other street on which it is located.

Outbuildings.

1. Outbuildings shall be of design and construction similar and comparable to that of the mobile home. No outbuilding shall exceed the mobile home in height, unless by written consent of the Committee. Cooling towers and all other mechanical units located in front or at the side of the mobile home must be screened to the satisfaction of the Committee.

C. Approval of Plans.

1. No mobile home shall be placed on any lot until a written description and photograph thereof have been approved by the Committee as to quality of workmanship, materials, and harmony of external design with existing structures. If the Committee fails to approve or disapprove with the thirty (30) days after plans, specifications and photograph have been submitted to it, approval shall be deemed to have been given.

D. Required Size of Mobile Homes.

1. No mobile home having a floor area of less than six hundred square feet (600 sq. ft.) shall be parked or permitted on said lots.

E. Building Lines.

1. No mobile home or residence shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building back lines shown on the recorded plat, and each mobile home shall be at least six (6) feet from each side lot line.

VII. General

1. Developer reserves the right to redivide and replat any property not heretofore sold by it; to change the size of any lot or lots in this property; to change the minimum "floor area" for mobile homes; to change the location of streets and easements prior to the time the same actually has been opened up for public use or availed of by the public or by public utilities all without the consent of any person owning any of the property described hereabove.

corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6. The construction or maintenance of billboards, signs, poster boards or advertising structures of any kind on any part of any lot is prohibited.

7. No lot shall be subdivided without approval of the Developer; however, Developer, expressly reserves the right to subdivide any lot in said addition.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

9. No tank for the storage of oil or other fluid may be constructed or maintained on any lot above the surface thereof, without the approval of the Committee.

10. No noxious or offensive activity shall be carried on, on any lot, nor shall any nuisance be created thereon.

11. No radio, television towers or aerial wires shall be maintained over any part of any lot not occupied by a structure, and all such must be approved in writing by the Committee prior to erection.

12. No improvements shall be so constructed on any lot so as to interfere with any easements.

13. No building material of any kind shall be placed or stored upon any lot except during construction; and then such material shall be placed within the property lines of the lot on which the improvements are to be erected.

B. Construction of Mobile Homes and Outbuildings.

1. The exterior of each shall be of suitable appearance, and each mobile home shall be skirted with materials matching the exterior of the mobile home reaching the lot surface and completely covering the undercarriage.

VI. Mobile Home Restrictions.

A. Use of Land.

1. No mobile home shall be parked or permitted to remain on any lot except on those lots designated as mobile home lots by the Developer. No unsightly storage shall be permitted. No boats, trucks, camping trailers, or unsightly vehicles shall be stored or kept except in appropriate outbuildings.

2. No mobile home shall ever be used except as a single family residence.

3. No garage, or outbuilding on any lot shall be used as a residence or living quarters, temporarily or otherwise, except by servants engaged on the premises.

4. Each lot shall be kept free of trash, garbage, rubbish, and weeds. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All fires must be safely enclosed. In the event this covenant is breached to the extent that an eyesore or fire hazard is the result. Developer may at its discretion, perform the work necessary to cure the objection, and levy such costs against the lot owner, together with a 10% service charge, all of which, if not paid, becomes the lien thereon. All improvements on each lot must be kept in an excellent condition. The Committee shall have the right to determine whether or not said improvements are being kept in an excellent condition, and if upon determination of a breach hereof, shall have the right to require said lot owner to make repairs or replacements to meet such standards. If, upon such a notice to the lot owner by the Committee to repair or replace said improvement they are not completed ninety (90) days after such notice, the Committee shall have the right to declare such improvement a nuisance, and remove or repair said improvement at the cost of the owner, plus a 10% service charge, both of which shall constitute a lien thereon.

5. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded proper

1. Utilities. A ten foot (10 ft.) wide strip running along the inside of all lot lines for all general purposes, including, but not limited to, the installation, maintenance and operation of utilities, including radio and TV transmission cables, and the accessory right to locate guy wires, braces or anchors or to cut, trim or remove trees and plantings wherever necessary upon such lots in connection with such installation, maintenance and operation. An easement is retained for the purpose of locating, constructing, operating, and maintaining sanitary sewer lines and all necessary appurtenances, across all lots at locations deemed necessary by the Developer for the construction, operation, and maintenance of a sanitary sewer system. Said easements shall consist of the right to ingress, egress, and regress to the easement across said lots, together with the right to trim, cut, or remove any trees or vegetation necessary to accomplish the above stated purposes. Subsequent owners of the hereinafter described property shall have no cause of action against seller, or its licensees, successors, heirs, or assigns, either at law or in equity by reason of any damage caused to said property, in location, construction, operation or maintenance of the sanitary sewer lines, except in case of gross negligence.

2. Green Belt. There is specifically hereby reserved on the back property line of each lot in the Development a 15 foot easement, in addition to the 10 foot easement set forth in Paragraph 1 above, making a total 25 foot easement along the back side of each lot, to be known as the "Green Belt" upon which said owner of any lot in this development is hereby prohibited from clearing, cutting, or otherwise removing any trees, bushes, or other natural vegetation.

3. Other Easements. Any other easements shown on the Plat or which are otherwise of record.

B. Use of maintenance by Owners. The areas of any lots affected by the easements reserved herein shall be maintained continuously by the owner of such lot, but no structures, plantings or other material shall be placed or, permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the owner except those for which a public authority or utility company is responsible.

C. Liability for use of Easements. No owner shall have any claim or cause of action against the Developer or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or shown on the plat except in cases of willful or wanton misconduct.

D. Rules and Regulations. The Committee may, from time to time, adopt written rules and regulations of general application governing its procedures which may include, among other things, but not limited to, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, including a reasonable time period for approval by reason of failure to disapprove; etc.

E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof will not be material detrimental or injurious to Owners of other lots.

F. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from a licensed surveyor that such improvement does not violate any set back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record. The Committee may enter upon the property for purposes of inspecting the improvements thereon, to see if they comply with the specifications and these restrictions, and may thereafter require a certification from a licensed architect or licensed engineer that there have not been any breaches of said specifications and covenants.

G. Liability. Notwithstanding the approval by the Committee of plans and specifications or its inspection of the work in progress, neither it, the Developer, nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

V. Easements.

A. Reservations. The following easements over, under or on each lot, parcel, and the right to ingress, egress, and regress to the extent reasonably necessary to exercise such easements, are reserved to the Developer and its licensees:

O. Resubdivision of Lots. No lot or parcel shall be further subdivided by subsequent owners except those designated multiple family residential and then only to the extent required or permitted by the Developer. The Developer retains the right to resubdivide lots prior to the time of original sale.

IV. Architectural Committee.

A. General Powers. All improvements constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by two sets of plans and specifications submitted in such form that are regularly and usually accepted by engineers and architects as approvable, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, proposed landscaping, and any other information which the Committee may require, including soil, engineering and geologic reports and recommendations.

B. Committee Membership. The Committee shall be composed of no less than three nor more than five persons to be selected by, and serve at the discretion of, the Developer. This power of appointment may be assigned by the Developer.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration;
2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein; the kind, pitch or type of roof proposed to be placed thereon; or,
3. If, in the judgment of a majority of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other lots.

E. Disposal of Sanitary Waste. No outside toilets or lavatories shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected with outside septic tanks or cess pools until such time as a sewer system shall be maintained at which time they shall be connected to the sanitary sewer system in the Development.

F. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.

G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot.

H. Signs. No person, except Developer, shall erect or maintain upon any lot or improvement any sign or advertisement.

I. Animals. No animals, livestock or poultry shall be kept or maintained on any lot except the normal and usual household pets, which shall be kept reasonably confined so as not to become a nuisance.

J. Garbage and Refuse Disposal. No Owner shall burn trash, garbage or other like household refuse without a permit from the Developer, nor shall any owner accumulate on his lot junked vehicles, litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot shall be either buried below the surface of the ground or screened to the satisfaction of the Committee. Every receptacle for ashes, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, or Common Area within the Development except at the times when refuse collections are made.

L. Restrictions on Temporary Structures. No travel trailer, mobile home or tent shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot, except in those areas designated as such.

M. Removal of Trees. No tree over three inches in diameter may be removed from any lot without the prior written consent of the Committee.

N. Ditches. Each owner shall keep drainage ditches and the likes located on his lot, free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may be reasonably required for proper drainage.

C. Prohibition against used Structures. No used buildings or structures, intended for use as a dwelling, shall be placed on any lot.

D. Maintenance of Lots. All lots and parcels, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Developer, or its subsidiaries, shall have the right, through its agents and employees, to do so; and said property owner will be charged for the actual cost of such maintenance plus a 10% service charge. If the property owner refuses to pay the Developer, or its subsidiaries, for this service, it then becomes a lien against the property. The Developer further reserves the right to, in the event any property owner fails to properly provide for exterior maintenance as to buildings, etc., to provide such exterior maintenance as follows: paint, repair, replace and care for roofs, gutters, down spouts, exterior building surfaces, trees, shrubs, walks and other exterior improvements with the cost of such exterior maintenance being assessed against the property owner for the actual cost thereof, together with a 10% service charge for such work done. If said property owner refuses to pay this, it shall then become a lien against the property. For the sole purpose of performing the maintenance heretofore outlined, the developer shall through its respective duly authorized agents or employees have the right after reasonable notice to said property owner to enter upon any lot or exterior of any living unit at reasonable hours on any day except Sunday to perform said work. The Developer, nor any of its agents, employees or contractors, shall be liable in damages, for any damage which may result from any maintenance work performed.

III. Residential Restrictions. The following shall be applicable to all lots and parcels within the Development designated as residential in character whether single family or multiple family, and each Owner, as to his lot or parcel, covenants to observe and perform the same; and any building erected upon any lot in this subdivision must conform to the regulations of the Committee, the Building Code of the State of Tennessee and of the County, in which located.

No residence of any kind shall have exterior walls of what is commonly known as "storm sheeting," "tar paper," "sheet or corrugated metal" or any other form of unfinished material unless same be covered over upon all its outside walls with Stucco, weatherboard, brick, stone, or other conventional finishing material. Construction of dwellings and other buildings in this subdivision shall be of conventional wood, metal, concrete, glass, plastic, aluminum and other normal building materials which are used to complete construction.

A. Accessory Out-buildings. Without approval of the Committee no accessory out-buildings shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any such accessory out-building, partially completed or temporary structure ever be used for human occupancy or habitation.

B. Completion of Construction. Construction of any improvement, once commenced, shall be completed within one (1) year. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days may be deemed a nuisance. In the event any structure on the development is destroyed or damaged by fire or other hazard, then that lot owner shall have six (6) months from the date of the disaster in which to clean up said debris and restore said property to a neat and orderly fashion. In the event the property owner fails to comply with the above provisions, developer may remove any such nuisance or repair or complete the same at the cost of the owner, and the cost of said service, plus a 10% service charge, shall constitute a lien against said property.

Architectural amended variance

Roman numeral III: Residential Restrictions; Article M; Removal of Trees

To Read:

Clear cutting of a lot is not permitted.

Removal and or thinning of trees is permissible to help protect your home and Accessory out buildings from forest fires.

Tennessee Department of Forestry (Hereafter known as TDF) Firewise guidelines Are to be followed for this purpose. Contact E.M.P.O.A. on information on how to Schedule a Firewise Home Assessment.

- 1. Before tree removal, an owner must have a Firewise Home Assessment completed by a qualified Firewise committee member and or by TDF.**
- 2. Use of good judgement in removal of trees such as dead trees, trees encroaching power lines and any other safety issues**

Roman numeral V: Easements; Article A: Reservations: #2: Green Belt

To Be Added:

If Twenty Five (25) foot easement along back of lot (referred as the green belt) falls Within the TDF Firewise Home Assessment recommendations, those Recommendations are permissible to complete.

Refer to Roman numeral III: Residential Restrictions: Article M: Removal of Trees