

Prepared by:
William Watts

DECLARATION OF
PROTECTIVE AND RESTRICTIVE COVENANTS
OF
MISTY MORNING MEADOWS

KNOW ALL MEN BY THESE PRESENTS, that William & Lois Watts, hereinafter referred to as "Developer", fee owner of the following described real estate located in the 6th Civil District of Sevier County, Tennessee, being the real property now duly platted as Misty Morning Meadows, hereinafter referred to as "Subdivision", and said plat being of record in Map Book 28, Page 331, in the Register's Office of Sevier County, Tennessee, to which plat specific reference is here made for a more particular description, enters into this Declaration of Protective and Restrictive Covenants, this 9 day of April, 1998.

WHEREAS, Developer desires that the lots in said Subdivision be kept uniform, suitable, and that their values and amenities be preserved as an inducement to prospective owners of such lots; and

WHEREAS, to accomplish this goal the Developer desires to subject said Misty Morning Meadows to the covenants, restrictions, easements, and provisions as hereinafter set out.

NOW, THEREFORE, for and in consideration of the values to be derived by the making hereof the Developer declares that the real property known as Misty Morning Meadows, as shown of record in Map Book 28, Page 331, in the Register's Office of Sevier County, Tennessee, be held, transferred, sold, and occupied subject to the following. Protective and Restrictive Covenants and other provisions, hereinafter referred to in the collective as the covenants, which shall run with the land.

1. **TERM.** These covenants are to take effect immediately and shall be binding upon the Developer and all persons and entities claiming title under and through them until April 2008 at which time the covenants shall be automatically extended for successive periods of ten (10) years each unless the majority of then owners of the lots agree in writing, such writing to be recorded in the Register's Office of Sevier County, Tennessee within six (6) months of each

See Amend. M1 333 pg 152

successive ten (10) year period to alter, amend, or terminate the covenants in whole or in part.

2. **SEVERABILITY.** Invalidation of any one of the covenants shall have no effect on the remainder of the covenants which shall remain in full force and effect.

3. **LAND USE.** All lots in subdivision shall be known and designated as residential lots and shall be used only for that purpose, except as hereinafter otherwise specifically provided. The said lots or any building erected thereon shall not at any time, be used for the purpose of any trade, business, profit or commercial enterprise except as hereinafter otherwise specifically provided. Second homes may be rented as over night family rentals via licensed rental agency per specifications herein contained. Rental agency must limit number of persons to rent to two (2) per bedroom and restrict against any loud noises after 9:00 o'clock PM. Cars must be limited to number of bedrooms. Rules must be posted within each second home to be rented.

4. **EXCLUSION OF MULTIPLE DWELLINGS.** It is the intention of these restrictive covenants to exclude multiple family dwellings such as duplexes and apartments.

5. **BUILDING TYPE OR CONSTRUCTION.**

A. No more than one detached single family dwelling not to exceed 2 ½ stories in height with a private garage shall be erected on each lot; provided, however, that one outbuilding of a design and construction similar to that of the main residence shall be permitted.

B. All dwellings shall be placed on a solid non-combustible foundation and must be weatherboarded, painted or better. No concrete blocks may be left visible and all roofing materials must be asphalt shingles or even quality or better.

6. **DWELLING OR BUILDING SIZE.** No dwelling or building shall be erected, altered, or permitted to remain on any lot unless the dwelling or building has 1100 square feet of ground floor living space if a one story building and, at least 800 square feet of ground floor living space if a story and half or more building.

7. **BUILDING LINES AND SETBACKS.** No structure shall be located nearer than 15 feet from the front street property line as shown on the aforementioned plat, nor nearer than 10 feet from any boundary line on any lot as shown by such plat. It is the intent of the Developer that the actual property lines, and not the street surface boundary, be used as the point of reference for determining setbacks.

8. **ROAD MAINTENANCE.** Owners of a lot or lots in subdivision, by acceptance of their deed, shall agree to accept all of the right-of-ways of subdivision in their "as is" condition, agree that Developer has no further obligation or responsibility for the upkeep and maintenance of such right-of-ways. Such right-of-ways are private roads and the right-of-ways shall be maintained at the expense of all lot owners of subdivision as outlined herein.

All lot owners shall pay an annual assessment of two hundred and No/100 (\$200.00) dollars per lot per year plus fifty and No/100 (\$50.00) dollars per residence per year, payable to Developer or their assign's for road maintenance.

This fee may be changed with majority vote of all lot owners. Annual maintenance fees are due on the fifteenth day of January of each year. On or before March of the following year, Developer or their successors shall provide an accounting to each lot owner. A reserve fund may be established under such conditions as may be approved by a majority of all lot owners.

9. **MAIN RIGHT-OF-WAY.** It is the intention of Developer and lot owners that all roads in subdivision shall be private roads. There is reserved for use of all lot owners in subdivision the use of the right-of-way, fifty (30') foot in width for ingress and egress from subdivision. This same right-of-way is reserved "as is" presently exist and is shown on survey by Ronnie L. Sims, dated June 21, 1994.. Developer intent is to restrict ingress and egress to said lots by this main right-of-way only. Nothing in these covenants shall be construed to grant any rights to the general public to use any of the right-of-ways in subdivision. Utilities and drainage facilities may also be placed within all of the right-of-ways. In the event more money is needed for the repair or upkeep of the road, a special assessment may be charged to each lot owner upon written approval of a majority of lot owners. The

cost of any special assessment shall be calculated and divided evenly among all the lot owners.

10. LIENS. The payment of annual and special assessments shall be the obligation of each owner of each lot. In the event that an annual or special assessment is not paid when due, Developer or his heirs, successors, or assigns, may file a lien against the property of any owners who have not paid such assessments and may institute legal proceedings to enforce said lien against the property and to obtain a judgment against the property owner.

11. VOTING. With regard to any provisions for voting contained herein, each lot shall be entitled to one (1) vote. If there is only one owner of such lot, he or she shall be entitled to cast the vote for that lot. If there are more than one owner of any particular lot, any vote must be cast by all owners of said lot unanimously. If there is no unanimous agreement among co-owners of a given lot, then their vote shall not be counted for the determination of any decision, nor shall that particular lot be counted in the total number of lots necessary to calculate a majority vote, or any other required margin of voting.

12. EASEMENTS AND HEALTH DEPARTMENT REQUIREMENTS.

Refer to specifications and easements per recorded drawings.

13. DIVISION OF LOTS. No lot may be resubdivided so as to increase the number of lots in Subdivision, provided however, lot lines may be altered or relocated so as to increase or decrease the size of such lot so long as such action does not increase the number of lots in Subdivision and that a plat reflecting such change of lot line and having a completed and approved subdivision evaluation by the Sevier County Planning Commission. Said plat must be signed by the necessary authorities on said plat thus making plat recordable in said registrar's office. Plat must be recorded.

14. TEMPORARY STRUCTURES. No trailer, basements, tent, shack, garage, or any other structure of a temporary character shall be used as a residence on any lot at any time.

15. EXCLUDED STRUCTURES. No trailers, mobile homes, underground, sod, or moved-in buildings shall be placed or maintained on any lot. Only those structures which are a product of on-site construction shall be erected or permitted to remain on any lot.

16. CONSTRUCTION STANDARDS. Nothing shall be done on any lot whereby the natural flow of surface water shall be increased or altered in such a manner as to cause a nuisance to any neighboring tract. Each lot owner shall provide space for parking two automobiles off the street prior to occupancy of any dwelling constructed on said lot in accordance with reasonable standards established by Developer. Exterior of all dwellings or structures, including finish grading, must be completed within six (6) months, and interior and total construction completed within one year after the construction of same shall have commenced, except where such completion is impossible, or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or national calamities. The property owner shall at his expense install a suitable driveway from the portion abutting access way to his lot line. The driveway design and type of materials shall first be approved by Developer. All driveways must include proper culverts so that no water flow can damage roads or adjoining properties. During construction of any dwellings or structures, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon the building plat from the access way only at such location as shall be approved by Developer, and such vehicles shall not be parked at any time on the access road or way or upon any property other than the building plat on which the building is preceding.

17. NUISANCES. No obnoxious nor offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. This includes, but is not limited to, the deposition of rubbish, junked automobiles, any automobiles not having a current years license registration, or automobiles not in an operating condition, and other unsightly objects or waste.

18. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats and other domestic pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All household pets shall be controlled so that they do not become an annoyance or nuisance to subdivision.

19. **WASTE AND UNSIGHTLINESS.** Normal residential trash and garbage shall be kept in sanitary covered containers and all incinerators or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition. No person shall place or store any lot refuse, stumps, rock, concrete blocks, dirt or other building materials or other undesirable materials. Any person failing to comply with the provisions of this paragraph may be notified by Developer or any lot owner to correct said procedure within five (5) days, and if the same is not done the subject person shall pay the cost of the correction and be subject to injunctive process.

20. **SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or for rent, or for signs used by the builder to advertise the property during the construction and sale thereof. Excluded is sign at entrance on Lot 2A.

21. **FENCING** No chain link fencing of any kind shall be allowed or to be erected on the property.

22. **FUEL TANKS.** No fuel tanks or similar storage receptacles shall be exposed to view, and shall be installed within a fenced area as to make not visible or buried under ground.

23. **WINDOW AIR CONDITIONERS.** No window or wall air conditioners shall be installed in any building.

24. **WAIVER AND MODIFICATION.** Developer or his assigns reserves the right in his absolute discretion at any time to waive, change, or modify any of his conditions or covenants contained herein as to any part said Subdivision.

25 **DEVELOPERS RIGHT TO ASSIGN.** The developer shall have the right to assign their rights as developers.

26. **ENFORCEMENT.** If Developer or his successors and assigns and/or owners of any portion of the above described property shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for Developer or any owners in said Subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the covenants for the purpose of enjoining the violation and/or recovery of damages. All covenants set forth in this Declaration shall run with the land and shall be binding upon all parties and persons claiming under them.

IN WITNESS WHEREOF, Developer fee owner has executed this instrument on this 9th day of April, 1998.

William Watts
William Watts

Lois Watts
Lois Watts

This document prepared by Fee Owner of Misty Morning Meadows.

STATE OF TENNESSEE Washington

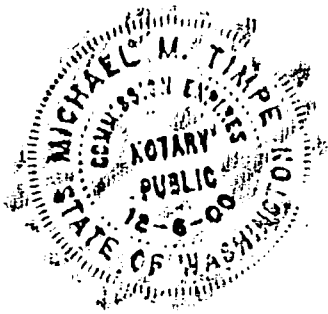
COUNTY OF ~~SEVIER~~ Chelan

Personally appeared before me, the undersigned a Notary Public, William and Lois Watts with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS MY HAND, at office, this 9th day of April, 1998.

Michael M. Timp
Notary Public at Large
Notary Public in and for the
State of Washington, residing
at E. Wenatchee.

My commission expires:
December 6, 2000



State of Tennessee, County of SEVIER
Received for record the 24 day of
APRIL 1998 at 2:55 PM. (RECH 10575)
Recorded in official records
Book H328 Page 115- 121 CHF \$ 2.00
Notebook 55 Page 220
State Tax \$.60 Clerks Fee \$.00,
Recording \$ 28.00, Total \$ 30.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ANNETTE



DAN WITHERS,
ATTORNEY AT LAW
Fossilkin Park
400 Park Hill, Box 104
Spartanburg, S.C. 29402
(803) 653-0300

NOW, THEREFORE, Developer hereby declares that all of the properties described herein, whether conveyed individually or sold as a part or parcel of the entire property, shall be held, sold and conveyed subject to all those matters as are stated in the Declaration of Restrictive Covenants, and, in addition thereto, subject to the following:

All new utilities which enter the subdivision, including, without any limitation, electricity, water supply, sanitary sewer lines, telephone lines, cable television lines, and any and all other types or forms of utilities, or any other item or service which must be physically connected to either the lands hereinabove described, or the dwellings or improvements built or existing thereupon, must be so connected or attached from under the ground, and any such item or service must enter the subdivision under the ground, fully and completely buried, with no exposed areas or surfaces, nor with any type or kind of evidence of their existence or nature, such as, without limitation, mounds, hills, trenches, ditches or any other type or kind of physical evidence of their existence. This excludes, however, whatever structures must exist in order to provide the said service. Excluded from the effect of this Amendment is any dwelling or structure existing within the Subdivision at the time that this Amendment is recorded in the Register's Office for Sevier County, Tennessee.

This Amendment to the Declaration of Restrictive Covenants is intended to modify any and all Lots within the said Subdivision, as are described on the aforesaid Plat of Record. Upon the failure of each or any of the aforesaid modifications, or upon a ruling from a court of competent jurisdiction that these amendments shall be null and void or of no further force and/or effect, then this Declaration of Amendment shall immediately become null and void, of no further force or effect for or against any parties hereto, and all covenants and conditions of record shall immediately apply hence forward, without interruption or alteration or modification of any kind or in any way.

IN WITNESS WHEREOF, the undersigned Developer has caused these presents to be duly executed this day, month, and year as first hereinabove written.

William Watts

William Watts

Lois Watts

Lois Watts

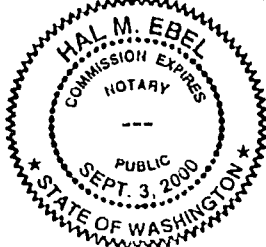
STATE OF WASHINGTON)
)
COUNTY OF Chelan)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Watts and wife, Lois Watts, to me known to be the persons described herein and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and for the purposes therein contained.

WITNESS my hand and official seal this 15 day of June, 1998.

My commission expires: 9-3-00

Hal M. Esel
Notary Public



BK M333 PG 153