

DECLARATION OF COVENANTS AND RESTRICTIONS

THE BOON DOCKS

WHEREAS, Michael L. Shular, hereinafter called the "Developer", now owns all of the land shown on the plat recorded in the Office of the Register of Deeds for Sevier County, Tennessee, in Map Book 23, Page 8; and

WHEREAS, said Developer is subdividing said land under the name of The Boon Docks, and is desirous of placing certain covenants and restrictions upon the use of all of the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations Michael L. Shular does hereby restrict the use of all the land included in said plat of The Boon Docks being hereinafter sometimes referred to as "said land" hereby places upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any tract or tracts, shown on said plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants and restrictions, and to have covenanted to observe, comply with and be bound by all such covenants and restrictions, regardless of whether or not such restrictions are recited or referred in such deed.

1. Definition of Tract

The term "tract" as used herein shall refer to the numbered tracts, as shown on said recorded plat. The tracts (other than Tracts 90, 91, 92, and 93 which are to be used as set out in numbered Paragraphs 20 and 23) on said plat shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any tract or building plot on said land other than one single family residence. Without the prior approval of the Developer, the height of the main residence on each building plot shall be not more than two and one half stories above the normal surface of the ground. No building at any time situated on any tract or building plot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purpose or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants and restrictions. No building situated on any tract or building plot shall be rented or leased separately from the rental or lease of the entire property and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodation. No duplex residence, garage apartment or apartment house shall be erected or allowed to remain on any tract or building plot and no building on any tract or building plot at any time shall be converted into a duplex residence, garage apartment or apartment house.

2. Division of Tracts

No tract as shown on said map may be subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind.

Lots 1, 2, and 3 will be treated as one lot and the dwelling shall be on Lot 3.

Lots 23 and 24 will be treated as one lot.

Lots 48 and 49 will be treated as one lot.

3. Dwelling Size

No dwelling shall be erected, placed, altered, or permitted to remain on any tract, unless the ground floor area thereof shall contain at least 1450 square feet. In the case of a two-story dwelling, 1000 square feet on the first floor, together with at least 800 square feet in the second floor; in the case of a split-level dwelling the same must contain a total of 1450 square feet on the living room or main floor and the second floor level combined; in the case of a split-foyer type dwelling the same must contain at least 1450 square feet in the main levels; in the case of a basement type dwelling the same must contain 1450 square feet in the top level. All roofs shall have a minimum pitch of 5 and 12 (5/12) unless waived by the Developer. Basements, open porches, garages and carports shall not be considered in estimating the square footage of living area space. The Developer must pass upon the requirements for all dwellings over one story in height in regard to basic square footage.

4. Improvements Subject to Review by Developer

Before any building is erected, placed, altered, or permitted to remain on any building tract in the development the owner and/or builder shall submit to the Developer for approval, disapproval or modification building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, and approximate square footage, construction schedule, on-site sewage and water facilities and such other information as the Developer shall require, including if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, and a copy of all such plans and specifications, as finally approved by the Developer shall be left with the Developer for his permanent files. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and tract grading and landscaping plans which are not suitable or desirable in his opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous lands. In passing upon such building plans and specifications and tract-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified architect, engineer, or designer reviewed and approved by a qualified architect or designer for the specific use of the property owner submitting the same, and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot.

The Developer may at his option when all lots have been sold surrender all the powers retained herein to an advisory committee to be elected by the lot owners which committee shall have such powers and duties retained by the Developer except such as by their nature can only be exercised by the Developer. Such committee shall consist of an uneven number of lot owners selected by majority vote of the lot owners and serving staggered three year terms.

5. Utility Yards

Each residence shall have attached thereto one or more utility yards. At least one such utility yard shall be constructed at the same time the main residence is constructed. Each utility yard shall be walled or fenced, and

the entrance thereto shall be screened, using materials and with a height and design approved by the Developer, in such manner that structures and objects located therein shall present, from the outside of such utility yard, a broken and obscured view to the height of such wall or fence. The following building, structures and objects may be erected and maintained and allowed to remain on the building plot only if the same are located wholly within the main residence or wholly within a utility yard: Pens, yards and houses for pets, above-ground storage of construction materials, wood, coal, oil, and other fuels, clothes racks and clotheslines, clothes washing and drying equipment, laundry rooms, tool shops and workshops, servants' quarters, garbage and trash cans and receptacles (other than underground receptacles as hereinafter provided), detached garages and carports, and above-ground exterior air-conditioning and heating equipment and other mechanical equipment and any other structures or objects determined by the Developer to be of an unsightly nature or appearance.

6. Outbuildings

Except as herein above provided, no detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said land. The term "detached outbuilding", as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool or workshop, hothouse, greenhouse, guest house, children's playhouse, summerhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which is detached from the single family residence located or to be located on such building plot.

Any detached outbuilding may be erected and maintained within a utility yard, but any such detached outbuilding any part of which extends above the top of the fence or wall enclosing such utility yard shall be subject to the approval of the Developer pursuant to other provisions hereof.

7. Building Lines

No building, detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure (except drives and walks), or any part of any of same, shall be erected, placed or allowed in the area of any tract or building plot on said land lying nearer than thirty feet to the access way or ways on which the lot or building plot abuts.

No building detached outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure, or any part of any of same, shall be erected, placed or allowed in the area of any tract or building plot on said land lying nearer than fifteen feet to the rear or back line of the tract nor nearer than five feet from a side line except that a hedge, fence or wall which extends not more than three feet above the surface of the ground and which conforms with and does not violate other provisions hereof may be erected, placed and allowed in said area and except that a structure other than a hedge, fence or wall which extends not more than three feet above the surface of the ground and which conforms with and does not violate other provisions hereof may with the approval of the Developer be erected, placed and allowed in any portion of said area which is located more than five feet from a side or fifteen feet from a rear line of the building plot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building to encroach upon another tract. Carports or roofed porches shall be considered as part of the building and shall not be nearer than fifteen feet to any other tract.

8. Approval of Plans by Designer

Each owner will before commencement of construction pay to the Developer the sum of \$250.00 (subject to cost of living increase based on the Consumer Price Index) with which the Developer will engage the services of an experienced designer to whom the owner shall submit his plans. The designer will then approve the plans, disapprove them or approve them subject to specified modifications accompanied by detailed drawings of the desired

824

changes, and will then furnish the owner with a topographic map of his property on two foot contours showing the location of the house on the lot. The designer will also design the driveway with proper grades and locate it on the map. When the house is staked out the designer is to be notified before any further work so that he can satisfy himself that it is located as shown on the plot plan and shall likewise be notified when the driveway is staked out so that he can check its location. Designer shall be notified when foundation work is complete and shall inspect the work before any additional progress; shall inspect when "dried in" and shall make a final inspection upon completion of the house and driveway. Any deviations from the plans called to the attention of the builder by the designer shall be immediately corrected.

The purpose of the inspections provided herein is solely to insure that the outward appearance of all structures is in keeping with the overall character of the development and neither the Developer nor the designer undertakes to pass on the structural or functional adequacy of the structure nor as to its durability or safety.

9. Garbage and Dumping

No tract shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

10. Vehicles

No wheeled vehicles of any kind and no boats may be kept or parked on the building plot unless same are completely inside a garage or carport attached to the main residence or within a utility yard meeting the requirements hereof except that not more than two private passenger automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the building plot and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. No wheeled vehicle or boat which by reason of its size would not be substantially obscured from view from the outside of a utility yard shall be kept or parked in any such utility yard.

Each residence shall have an attached garage or carport having a capacity for at least two automobiles. Garages and carports shall be so located that the doors and entrances thereto shall not be visible from any front locations within the extension of the side property lines. Carports shall be screened on all sides, using materials and designs approved by the Developer in such manner that objects located with the carport shall present a broken and obscured view from the outside thereof.

11. Identification of Occupant; Lamp Post

A plate showing the number of the residence shall be placed on each building plot on which a building is located and at the option of the property owner a name plate showing the name of the owner may also be placed on such building plot. However, the size, location, design and type of material for each plate shall be first approved by the Developer. A decorative lamp post of a type approved by the Developer shall be placed and maintained at the road in front of each lot. The exact location to be selected by the Developer. Such light must be on photocell from evening to daylight.

12. Outside Air Conditioners

No window or wall type air-conditioning units shall be installed in any building unless completely screened within a utility yard.

13. Underground Utilities

All telephone, electric and other utilities lines and connections between the main utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible. Electric service is provided by the Sevier County Electric System, principally through underground primary service lines running to transformers.

Each tract owner requiring an original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the residence buildings on the tract and all of same shall be and remain the property of the owner of each tract. The owner of each tract shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transformer to the residence buildings on his lot. Telephone service is provided by South Central Bell and each tract owner desiring such service will arrange with them for underground connection from the cable to the interior of the dwelling. On streets where electric and telephone service is by overhead wires, the service from the pole to the home shall be by underground wires at the expense of the lot owner.

14. Regulation During Construction

When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion, thereof. The main residence and all related structures shown on the plans and specifications approved by the Developer pursuant to other provisions of these restrictions, must be completed in accordance with said plans and specifications within six months after the start of the first construction upon each building plot unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. Prior to completion of construction, the property owner shall install at his expense a suitable paved driveway from the paved portion of the abutting access way to his tract line. The design and type of material for such driveway shall first be approved by the Developer. During construction of any building, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon the building plot from the access way only at such location as shall be approved by the Developer, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the building plot on which the construction is proceeding.

15. Regulation Prior to Construction

No picnic areas and no detached outbuildings as herein defined shall be erected or permitted to remain on any building plot prior to the start of construction of a permanent residence thereon. During the period between purchase of any tract and the beginning of construction thereon owner shall pay to Developer \$25.00 per annum (subject to cost of living adjustment) for mowing such tract and keeping it free from litter. Except for structures which are permitted by other provisions hereof to be located within utility yards, no shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any building plot. However, this paragraph shall not prevent the use of a temporary construction shed during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction.

16. Entrance

The ornamental entrance to the development will be maintained by the Developer until 80% of all lots have been sold, after which the cost of maintaining said ornamental entrance and furnishing necessary utilities will be prorated among the lot owners.

17. Temporary Residences Prohibited

No trailer, basement, garage, tent, outbuilding or structure of a temporary character of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

18. Signs

No signs of any kind shall be displayed to the public view on any tract except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. All such signs must be approved by the Developer as to size,

shape, form, color and content.

19. Developer May Maintain Temporary Buildings

Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Developer may deem advisable for development purposes. Such practice shall not continue longer than two years from this date except the large identification sign at the entrance which may be permanent.

20. Sales Office

Lot 90 will be used by the Developer as a Sales Office until such time as all lots in Phase I and II have been sold or until such time as Developer may desire to close said office at which time it will be used for residential purposes and subject to the restrictions herein contained.

21. Television Antennas and Similar Items

No radio or television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building plot or any portion of any building plot not occupied by a building or other structure unless and until the location, size and design thereof shall have been approved by the Developer. The provisions of this Paragraph 21 shall not apply to equipment or devices located wholly within a utility yard meeting the requirements hereof.

22. Mail Boxes

No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any building plot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each property owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the residence.

23. Animals

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, gamefowl, or poultry or guineas shall be kept, permitted, raised or maintained on any building plot on said land. No animals, birds, or fowl shall be kept, permitted, raised, or maintained on such building plot except as permitted in this paragraph. Not more than two dogs, not more than two cats, not more than four birds, (excluding parrots) and not more than two rabbits may be kept on a single building plot for the pleasure and use of the occupants but not for any commercial or breeding use or purpose, except that if any such permitted animals or birds shall, in the sole opinion of the Developer, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wild life, they may not thereafter be kept on the building plot. Birds and rabbits shall be kept caged at all times.

Lots 91, 92, and 93 shall be used for pasture only, and all fences and other necessary structures shall be approved by the Developer as to material and design. All such improvements in the grounds themselves shall be kept in a presentable and attractive manner to such extent as is in keeping with the designated use. No sick ill fed or unsightly animals will be kept on said premises at any time.

24. Illegal Noxious and Offensive Activity

No illegal, noxious or offensive activity shall be permitted or carried on on any part of said land, nor shall anything be permitted or done

thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

25. Shrubbery, Hedges, Trees

No owner of a building plot shall plant or place any shrubbery, hedges, trees, or other plantings on any part of said land lying outside the owner's building plot. No living tree having a diameter greater than ten inches, breast high, may be cut on any of said land without first obtaining the written consent of the Developer, except such trees as shall be growing within twenty feet of the residence and attached utility yard to be erected on the building plot.

26. Water

No wells may be drilled or maintained on any building plot. Each lot owner shall connect to the Chapman Utility District water lines and pay the connection charges and meter charges of the entity furnishing such service.

27. Sewer

Unless and until a sewage treatment plant and collection system shall be provided to serve the land, a septic tank and drain field shall be placed in accordance with local health codes on each building plot by the property owner. When and if such central sewage treatment plant and collection system is provided, each owner of a building plot to which such system is made available shall, at his expense, connect his sewage disposal lines to the sewage collection line provided to serve that owner's building plot so as to comply with the requirements of such sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the entity furnishing such service. After such connection, each such property owner shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way.

28. Lakes

No rocks or stones, trash, garbage, sewage waste water (other than surface drainage and water discharged from swimming pool) rubbish, debris, ashes, or other refuse shall be deposited on or in the lakes and streams within the development.

29. Utility Easements

The Developer, for himself and his successors and assigns, hereby reserves and is given a perpetual, alienable, and reasonable easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be drainage utilities or other purposes) and on, in, over and under a 5 foot strip at the back of each lot and on, in, over and under a 5 foot strip along the interior side lot lines of each lot shown on said plat, and the Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The owners of the tract or tracts subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, main lines or other equipment or facilities placed on, over or under the property which is subject to said privilege, rights and easements. All such easements including those designated on said plat are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. No structures of any kind may be erected within any easement area and no plantings other than grass or annual flowers may be made therein.

30. Severability

The provisions of these restrictions are declared to be severable, and should one or more of such restrictions be declared to be illegal or unenforceable the remaining restrictions shall remain in full force and effect.

31. Enforcement

If any person, firm or corporation or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or any person or persons owning any tract on said land (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, his successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

32. Amendments

(a). The Developer reserves and shall have the sole right (1) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (2) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (3) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (4) to release any building plot from any part of the covenants and restrictions which have been violated if the Developer, in his sole judgment, determines such violation to be a minor or insubstantial violation.

(b). In addition to the rights of the Developer provided for in Paragraph 32, hereof, the Developer reserves and shall have the right, with the consent of the persons then owning 75% or more of the platted tracts shown on the plat of The Boon Docks, to amend or alter these covenants and restrictions and any parts thereof in any other respects.

(c). No property owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the land shown on the plat of The Boon Docks.

33. Duration

The covenants and restrictions numbered 1 through 33 as amended and added to from time to time as provided for herein, shall subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2000 and thereafter, the said covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless within six months prior to the first day of January, A.D. 2000, or within six months preceding the end of any such successive 10 year period, as the case may be, a written agreement executed by the then owners of a majority of the lots shown on said plat of The Boon Docks shall be placed on record in the Office of the Register of Deeds of Sevier County, Tennessee, in which written agreement any of the covenants, restrictions, reservations and

easements provided for herein may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph these original covenants and restrictions as therein modified shall continue in force for successive periods of 10 years each, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph.

IN WITNESS WHEREOF, the said Michael L. Shular has hereunto set his hand on this 15 day of February, 1980.

Michael L. Shular
Michael L. Shular

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me the undersigned, a Notary Public in and for the State and County aforesaid personally appeared Michael L. Shular, with whom I am personally acquainted, and who, upon oath, acknowledged the execution of the foregoing instrument for the purpose therein contained.

Witness my hand and seal, at office in Sevier this 15 day of February, 1980.

Catherine R. Barker
NOTARY PUBLIC

My commission expires 10-17-83

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in
Note Book 28 Page 42 at 1:15 O'clock P. M. 2-15- 1980
Item No. 824 Recorded None Book 66 Page 822
State Tax _____ Fee _____ Recording 28.80 Ct. House Fund 1.00
Total 29.00 Receipt 1349

Witness My Hand

George H. Anderson
Register