

Attorneys at Law
P.O. Box 427, 148 Court Avenue
Sevierville, Tennessee, 37862

COVE NORRIS SUBDIVISION

SECTIONS 2A AND 2B

A DECLARATION OF LAND USE RESTRICTIONS, PROTECTIVE COVENANTS AND BUILDING STANDARDS.

WHEREAS, Cove Creek Development Corporation, Inc., a Tennessee corporation, hereinafter called "the Developer" is now the owner of certain tracts of land situated in the 3rd Civil District of Campbell County, Tennessee, which it has caused to be subdivided into lots and tracts thereof to be forthwith placed of record in the Register's Office for Campbell County, Tennessee.

WHEREAS, said Developer is developing said subdivision known as "Cove Norris", and the Developer is desirous of placing certain covenants and restrictions upon the use of all of the land shown on the plats designated as Cove Norris Subdivision, Sections 2A and 2B, and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted

THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Cove Creek Development Corporation, Inc. does hereby restrict the use of all of the land included in said plat of Cove Norris Subdivision, Sections 2A and 2B, all of the land included in said plats being hereinafter sometimes referred to as said "Land" and the Developer 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 lot or lots, parcels, or tracts shown on said plats or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenants covenanted to observe, comply with, and be bound by all covenants and restrictions as follows:

See Music 17, page 735 for amended plat

Recorded in Campbell County, Tennessee, Book 17, Page 735

9(a) No obnoxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9(b) Motorcycles, motorbikes, off-the-road type vehicles and any other motorized vehicle operated within the Subdivision shall be operated in a quiet manner so as not to cause offensive noise or create a nuisance to the neighborhood.

10. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other domestic pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, and further provided they are controlled so that they do not become an annoyance or nuisance in the neighborhood.

11. Every residence shall have a septic tank which shall be installed in such manner as to comply with all the laws and health regulations. No outside toilets are permitted.

12. 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 adjoining or neighboring property.

13. Each lot owner shall provide space for parking two automobiles off the roadway prior to the occupancy of any dwelling established by the Developer.

14. No building, fence, sidewalk, wall, structure, residence, driveway, roadway, or exterior television or radio antenna of any kind shall be built, constructed, placed, enlarged or altered on any lot unless and until the detailed plans and specifications and the proposed type of construction and the proposed location of such building, structures, driveways, and automobile parking areas upon the said Lot shall have been submitted to the Developer at its offices and approved by it in writing. The Developer shall within thirty (30) days of the receipt of such plans return said plans to the Purchaser indicating thereon its approval or disapproval. In the event said Developer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to be fully complied with. A complete set of plans and specifications of the house to be built shall be left with said Developer during the time of construction.

15(a) Every residence constructed on any lot in Section 2A, Cove Norris Subdivision, shall have a minimum of fifteen hundred (1,500) square feet of enclosed finished living area floor space, excluding basements, attics, porches, or storage space. If the residence constructed on any lot is to have two (2) levels or more, it shall have a minimum of one thousand three hundred (1,300) square feet of floor space on the first level.

15(b) Every residence constructed on any lot in Section 2B shall have a minimum of one thousand (1,000) square feet of enclosed finished living area floorspace, above ground level, excluding basements, attics, porches, or storage space; except that any residence constructed on Lots Nos. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of Section 2B shall have a minimum of seven hundred (700) square feet of enclosed finished living area floorspace, above ground level, excluding basements, attics, porches, or storage space.

16. No residence or any part or appurtenance thereto shall be constructed nearer than twenty (20) feet to the front and back or ten (10) feet to the sides of any lot line.

17. Stone, brick, painted or stained wood, or a combination thereof is required for exterior siding; stucco may be used as an exterior wall covering only in specific home designs approved by the Developer; no metal siding or metal roofing is permitted (approved roofing materials can only be cedar shakes, slate or clay tile to compliment design of home and must be approved by the Developer.) No exposed concrete block masonry foundations or walls are permitted.

18. Easements for installation and maintenance of utilities, roadways, and drainage facilities are reserved to the Developer along all lot lines, said easements being ten (10) feet in width.

19. Exterior of all houses must be completed within one year after the construction of same shall have commenced except where such completion is impossible or would result in great emergencies or natural calamities.

20. Floats, Docks, or Boat Houses: The floatation area of any floats, docks, or boat houses placed or erected adjacent to or on the lake adjoining the lots shall be painted a dark blue-green or medium brown color. The wood sections of the docks, floats or boat houses shall be either stained in a wood color or left natural. If a roof is erected over the floats, docks or boat houses, it shall be of cedar shakes.

21. Mailboxes: Mailboxes will be provided by the Developer only and will be erected in a cluster system.

22(a) No fence shall be constructed on any lot without prior approval of the Developer, provided however, no chain link type fences shall be constructed on any lot.

22(b) All outdoor swimming pools must be enclosed by a fence with a minimum height of four (4) feet.

23. The Developer reserves Lots 3 and 4 of Section 2A, Cove Norris Subdivision for commercial use by the Developer.

24. Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 51, 52, 53, 54, 55, 56, 57, 58, and 59 of Section 2B, Cove Norris Subdivision may be used for commercial purposes; provided however, said commercial purposes shall be limited to home rentals and no other.

25. The destruction, killing, hunting, shooting, and poisoning of any wildlife, and birds in Cove Norris Subdivision is absolutely prohibited.

26. The Developer reserves the right to place a fifty (50) foot easement across the Southeast end of Lots 9 and 10 of Section 2B, Cove Norris Subdivision.

27. Invalidity of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

28. All buildings, structures, installations, and other improvements to be located on any lot must comply with all governmental laws and regulations validly affecting said lot and if any provisions herein may differ therefrom such variance

shall not be construed as a waiver by the Developer of the necessity of compliance with the terms hereof.

29. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them. 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 the Developer or any other person or persons owning real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages or other dues for such violation.

AND WITNESS WHEREOF, I HAVE SET MY HAND THIS THE 31st DAY OF MAY, 1977.

COVE CREEK DEVELOPMENT CORPORATION, INC

BY: AL R. Morton
President

ATTEST:
[Signature]
Secretary

STATE OF TENNESSEE
COUNTY OF CAMPBELL

Before me, John T. Reynolds a Notary Public in and for the State and County aforesaid, personally appeared Al R. Morton, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the COVE CREEK DEVELOPMENT CORPORATION, INC., the within named bargainor, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in LaFollette, this 15 day of June, 19 77.
Tennessee

[Signature]
Notary Public

My commission Expires: 4-18-81

AMENDMENT TO RESTRICTIONS

COVE NORRIS SUBDIVISION

SECTIONS 2A and 2B

WHEREAS, a certain declaration of land use restrictions, protective covenant and building standards were filed of record in Campbell County, Tennessee, Register of Deeds on June 1st, 1977 and recorded in Miscellaneous Book 2, page 386, which limited the use of certain land and set building standards on that land known and designated as Cove Norris Subdivision, Sections 2A and 2B of Campbell County, Tennessee and,

WHEREAS, it has come to the attention of a number of owners in said Subdivision that it would be in the best interest of the Subdivision that the restrictions be amended and,

NOW, therefore in order to effectuate the needed amendment to said restrictions the undersigned land owners in Section 2A and 2B of Cove Norris Subdivision agree to amend numbers 17, 21, 23 and 26 of the restrictions as follows:

17. In Section 2A, roofing materials can be either cedar shakas, slate, clay tile, or seamed metal (such as, copper, turned stainless, or other similar metals as long as they are not painted or reflect the sun's rays to the point of distraction.) In Section 2B, in addition to the above listed roofing materials, certain asphalt or fiberglass shingles may be used but in all cases, in both Sections, 2A and 2B, the Developer must approve any roofing material proposed.
21. Mail boxes will be provided by the homeowners and a custom made mailbox, one that is designed to reflect the atmosphere of the Subdivision shall be used.
23. In Section 2A, lots 3 and 4 are to be used for residential purposes only, not as commercial as previously designated. The 30 foot strip between lots 3 & 4 owned only by Cove Creek Development Corporation, Inc., that is listed as ROW on the Subdivision plat is to be deleted as such.
26. The Developer releases his right, reserved in the original restrictions, paragraph #26, to place a fifty (50) foot easement across the Southeast end of Lots 9 and 10 in Section 2B of Cove Norris Subdivision.

WHEREAS, all land owners of Section 2A and 2B, of Cove Norris Subdivision have hereunto affixed their signatures on page 2 of this Amendment to Restrictions.

STATE OF TENNESSEE, CAMPBELL COUNTY
The foregoing instrument and certificate were filed in Main Book 13
Page 356 At 11:20 o'clock AM 8-29-88 and
recorded in Trust Book 17 Page 735 State Tax Paid.
Fee Recording Fee 8.00 Total 8.00
Register No. 13 487
REGISTERED

73
9-183 8007-04