

Joe Dodgen
Sevierville, Tennessee

DECLARATION OF RESTRICTIONS

Sixteenth District of Sevier County, Tn.

Whereas Joe and Mary Dodgen of Sevier County, Tennessee, have caused to be subdivided a tract of land identified as The Property of Joe and Mary Dodgen, in the Sixteenth Civil District of Sevier County, Tennessee.

Whereas, it is now desired for the benefit and protection of the purchasers of lots in this subdivision, and in order to establish a sound value for these lots, and to establish and record these restrictions as a matter of public record.

NOW, THEREFORE, IN CONSIDERATION of the premises contained herein Joe and Mary Dodgen, as owners of the lots in aforementioned plat do hereby impose the following restrictive covenants to run with the land and to bind all successors and assigns of said lots in said subdivision;

These restrictive covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2023, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the owners of the lots, it is agreed to change said covenants in whole or in part.

If the parties hereto, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants contained herein, any other person, persons, or other legal entities owning any real estate situated in said subdivision, shall have the right to prosecute proceedings at law or in equity, against the person, persons, corporations, or legal entity violating or attempting to violate any such restrictive covenants and either or prevent him or it from so doing, or to recover damages, or other assessments from such violations.

Invalidation of any one of these covenants by court order shall in no way affect any of the other provisions and all other provisions shall remain in full force and effect.

All lots shall be used for residential/over night rental only. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than a log structure; this paragraph does not intend to exclude vacation and resort homes.

No more than one residential/over night rental may be erected on any one lot unless approved by the Sevier County Health Department. All buildings must have no less than one bedroom, and one bath, and comfortable seating for 1-1 1/2 times sleeping capacity.

Five foot utility easements are reserved inside individual lot for installation and maintenance of utility and drainage facilities. The granting of this easement or right of access shall not prevent the use of the area of the owner for any permitted purpose except for buildings.

No mobile home, or recreational vehicles shall be permitted as dwellings. No recreational vehicles shall be permitted to be parked by residence.

State of Tennessee, County of SEVIER
Received for record the 16 day of
NOVEMBER 1993 at 9:25 AM. (RECH 19622)
Recorded in official records
Book M224 Page 376- 377 CHF \$ 2.00
Notebook 50 Page 204
State Tax \$.00 Clerks Fee \$ *.00,
Recording \$ 8.00, Total \$ 10.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ANNETTE

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No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood.

No animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. All pets must be on a leash or maintained in a fenced enclosure.

No lot may be used or maintained as a dumping ground for rubbish 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 materials shall be kept in a clean and sanitary condition.

No overhauling of motors or vehicles will be permitted on any lot.

No clothes lines will be permitted on any lot.

By accepting delivery of a deed to a lot in Bluff Acres, being the same property as Joe and Mary Dodgen, the Grantees are hereby deemed to covenant and agree to pay their pro rata share of all expenses incurred for the maintenance of the joint permanent roads and streets within the described tract.

Computation of the pro rata share of expenses shall be determined by multiplying the total amount of the expense by the number of lots in the subdivision. The assessment for said expenses, together with any interest thereof and cost of collection thereof shall be charged on the land and shall be a continuing lien upon the property against which such assessment is made. This lien is specifically subordinated to any first Deed of Trust. No repairs or improvements to said road shall be initiated without the written approval of the majority of property owners.

An owners association should be organized and in effect when 75% of the lots are sold. The owner/developer will turn the roads and any common areas over to the owners when 75% of the lots are sold.

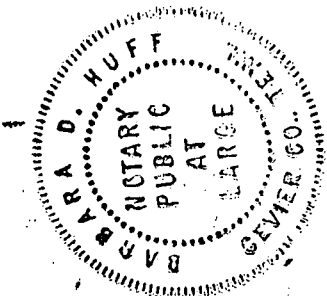
Mary F. Dodgen
Joe E. Dodgen

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State. Joe and Mary Dodgen the within named bargsinors, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Sevier County, this 9th day of Nov, 93.



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Barbara D. Huff
Notary Public

Comm. Expires 10-23-95