

This Instrument Prepared:

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RESTRICTIVE COVENANTS FOR WILD PEAR SHORES

Comes Lee T. Gamble (Owner/Developer herein) and does hereby declare the following restrictions, reservations, conditions, covenants and charges to be here Imposed against the title to all lots In Wild Pear Shores as shown on plat of record In (he Jefferson County, Tennessee Register's Office In Map Cabinet H, Slide '171 through 175, as to Phase I, with additional Phases to be later recorded and annexed hereto by amendment; and to run with title to the land. Being properly acquired by Lee T. Gamble by deed record in Instrument Book 114, at page 639 in said Register's Office.

1. Dwelling Size: No building shall erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling containing not less than 1,850 square feet for a single-story residence, or in the case of a two-story or one and one-half story structure, not less than 1,200 square feet on the ground floor and 650 square feet above of livable enclosed floor area, exclusive of open or screened porches, terraces, garages, basements and carports. No garage, tool or storage room (or any other detached structure of any nature whatsoever) detached from the residential structure may be constructed or maintained upon any lot unless containing less than 600 square feet and constructed out of the same material as the main residence. Each residence must contain a two (2), or more, car enclosed and attached garage which does not open towards or face the main street. The Developer does hereby retain the right, in his absolute discretion, to grant downward variances of the 1,200 minimum ground floor square footage requirement for multiple-story dwelling: 'as long as the total livable enclosed floor area, as limited above, equals or exceeds 1,850 square fee!. Pre-fabricated or modular type construction is permitted but mobile homes of any size are expressly prohibited.

2. Land Use: All lots shall be used for single-family residential purposes. Only one single- family residence may be erected on each lot. No lot may be used for business purposes of any kind, nor for any commercial, manufacturing or apartment house or group home. Rentals are permitted for six (6) months or longer and must be evidenced by a written agreement, a copy of which can be requested by the Homeowner Association if a violation of these covenants has been alleged or suspected. Over night rentals are expressly prohibited. Until a residence is constructed, it shall be the responsibility of the Lot Owner/s to maintain their property by having It mowed at least once per month during the growing season; No Lot can be used for road access to adjoining property, but utility access to adjoining property is permitted within the designated easements and if approved by planning and utility governmental entities or agencies.

3. Re-subdivision: No lot may be re-subdivided into lots other than those shown on the recorded poi: unless approved by developer. Adjoining lots may be combined to make one large Id, and, if there Is no existing utility services within the Interior lot-line easement, the structure may be placed on the interior dividing line between the combined lots. Any easement or setback restriction upon interior lot line(s) of combined lots shall be extinguished so long as said lots remain grouped, and the

interior lot-line easement has not been used for utility lines.

4. Driveways and Landscaping: All driveways shall be paved with either asphalt or concrete or better within sixty (60) days after completion of house. All lots must be planted with grass or sodded and landscaped within three (3) months of occupancy.

5. Setback lines: All structures shall comply with the setback lines set forth on the recorded Plat. Utility and drainage easement are also as set for on the recorded Plat. For setback and easement purposes, interior Lot lines between Lots with the exact same owner shall not be subject thereto. No fence or wall shall be erected, placed or altered on any lot (a) nearer to the street than the minimum setback line as above referenced, or (b) at a location any further forward than the front of the house constructed on the lot. All fences must be chain link, plastic, or wood. Wire fences are expressly prohibited.

6. Exterior Utilities and Roofing: The exterior of all residences shall be in either stone, brick, vinyl, cedar, logs or better. No building shall be erected, placed or altered on any lot whose finished construction contains: (a) exposed concrete block; or (b) "Panelized siding such as T-1-11 or siding comparable to panelized siding. All lots shall utilize the underground utilities as the source of utility services for the lot. No above ground utility service may be constructed or maintained upon any lot. Satellite dishes 18 inches in diameter or less are allowed. They must be installed on the back portion of the roof or similar obscure location. All residences constructed upon the lots within the subdivision shall use architectural dimensional shingles or shingles of a better quality. Colored metal roofing, rolled roofing and tin is expressly prohibited. All roofs must have a minimum of a 5/12 pitch.

7. Regulation During Construction: Once any lot owner begins construction of a residence, said construction shall be completed within twelve (12) months of the commencement of construction, unless such completion is rendered impossible because of strikes, fires, national emergencies, or natural calamities. During construction all vehicles involved in the construction of a residence shall be parked and maintained upon the lot owner's lot and not upon the streets of the subdivision. Likewise, all construction materials shall be stored on the lot owner's lot and construction litter shall be removed on a regular basis and not allowed to accumulate in an unsightly manner. All damages to the subdivision's streets and curbs resulting from construction activities shall be the sole responsibility of the lot owner for whom the construction was performed. During construction, no lot owner shall make any material change in the grade or elevation of the owner's lot except for grade and elevation changes required for construction of the residence. During construction, a "Port-a-John" (port-a-toilet) shall be made available for the use of all workers at the site, and properly maintained. During construction, all debris shall be cleaned up and put in containers on a daily basis, and all construction materials, dirt, gravel and mud shall be kept from accumulating on streets or adjoining lots.

8. Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Noxious and Offensive Activity: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or adjoining landowners.

10. Animals: No animals, livestock or poultry of any kind, shall be raised, bred, or kept on any lot. Dogs, cats, or other common and traditional household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Outside pet houses can be erected or maintained on any lot in a fenced area to the rear of the dwelling out of direct view from the front street. Pets shall not be allowed to cause any type of disturbance or nuisance such as excessive barking.

11. Trash, Lawn Mowers and Equipment Storage: No lot shall be used or

maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers at the rear of the dwelling out of sight from the street. Notwithstanding this above prohibition, if trash containers are required to be curbside for garbage pickup, they may be placed curbside on the day of garbage pickup, as long as they are removed on the day of pickup. All lawn mowers, stepladders, fertilizer, bags and other yard or garden equipment must be stored out of public view, preferably in garage or a conforming out-building.

12. Clothesline: All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling.

13. Vehicles, Boats, Etc.: No inoperative vehicle of any type shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any such vehicle on or adjacent to any lot in the subdivision unless performed inside the enclosed garage. Parking of any vehicle under lot owner's control on subdivision streets is prohibited. Vehicles belonging to guests or repair/service vehicles can park on streets if necessary for up to 4 hours. Sports, recreational and utility vehicles are permitted. Boats left in the lake must be properly secured and floating. Should the water level of the lake drop and leave a boat on the bank, the owner of the subject lot shall have 3 weeks to remove the boat and store it elsewhere and if stored on the Lot, above the 1007 contour and to the rear of the residence.

14. Flood Lights: All flood lights of any kind shall be affixed directly to the residential structure and shall not be of the intensity or brightness of lights normally used as street lighting. No lights may be placed on telephone poles or a pole of similar construction or nature.

15. Signs: Any sign advertising for sale or construction of residence or lot shall be no larger than five (5) square feet in area and shall be of the same quality as professional signs used by licensed Realtors.

16. Easement Areas: (A) An easement area of 20 feet by 10 feet is here reserved upon lot 76 (Phase II) for the Subdivision entry sign. The sign is located at the approximate center of this easement and there is also reserved the right of entry from the closest street for the Homeowners Association or its agents for access to the sign easement for maintenance and upkeep purposes. (B) A lake access easement is reserved upon Lot one (1) as shown on the plat for the use of the owners, their tenants or attended guests. This easement is for the sole purposes of launching or retrieving boats or other water craft. Cars, trailers or personal property of any nature must be removed from the easement immediately after a launch or retrieval. (C) All lakefront lots are subject to the flowage easement below the 1007 foot contour of the Douglas lake reservoir.

17. Homeowners Association: A Homeowners Association shall be formed by the lot owners with membership to be compulsory and automatic. This Association shall have control of the entrance sign and the Lake access easement areas and any other common areas with each lot to pay an annual fee not to exceed \$100.00 for use by the Association for its legitimate expenses.'

18. Amendments to Restrictions: At any time the owners of at least sixty-seven percent (67%) of all lots here governed may change these covenants in whole or in part by executing a written instrument making said changes and by having the same duly recorded in the Register of Deeds Office, Jefferson County, Tennessee. No such amendment shall apply to any lots owned by the developer unless the developer has joined in said amendment. The original developer shall have the right to grant variances to these Restrictions where due to mistake, inadvertence or hardship, a situation exists, a variance for which would not otherwise violate the spirit or intent of the original Restrictions in the opinion of original developer. Any variance so granted shall be signed and recorded in the nature of an amendment hereto.

19. Duration: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from

the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument modifying or revoking the same be signed by sixty- seven percent (67%) of the then record lot owners and recorded in the Register of Deeds Office, Sevier County, Tennessee.

20. Enforcement of Restrictions: The Homeowners Association may enforce these restrictions and control the use of any areas in the subdivision common to all owners. Ownership of a lot in the subdivision shall entitle the owner to membership in the Association and if a member, each lot shall be entitled to one (1) vote per lot owned in the Association affairs.

21. Violation of Restrictions: If any person, firm or corporation, or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Developer, the Homeowners Association, or any person or persons owning any lot within the subdivision to prosecute proceedings at law or in equity to obtain damages or to restrain or enjoin violations of these restrictions. The remedies in this paragraph shall be construed as cumulative to all other remedies now or hereinafter provided by law or In equity. The failure of the Developer, the Homeowners Association or lot owners within the subdivision, to enforce any restriction, right, power or privilege of whatever calling, granted pursuant to these covenants and restrictions herein contained, however long such failure to enforce has continued, shall in no event be deemed as a waiver of the right to enforce these covenants and restrictions as to the same breach or violation thereof, or subsequent breaches. Any lot owner found to be in violation of these covenants and restrictions shall be obligated to pay reasonable attorney fees to the successful party in all actions seeking to enforce these covenants and restrictions, as well as all damages allowed at law or in equity for their breach. All provisions of these covenants and restrictions shall be deemed several and independent, and the invalidity of any one provision of these covenants and restrictions shall not restrict he enforcement of other valid restrictions. ..

IN WITNESS WHEREOF, these Restrictions have been executed on this 19th day of June,2001.

State of Tennessee.

County of JEFFERSON