

**AMENDMENT 1  
TO  
WILD PEAR SHORES RESTRICTIVE COVENANTS**

Comes Lee T. Gamble, the original Owner/Developer of Wild Pear Shores and does hereby amend the original Restrictive Covenants of record in Instrument Book 141. at page 23, Jefferson County, Tennessee, Register's Office, by here adding thereto to be hereafter covered by and subject to said Covenants, all Lots in Wild Pear Shores, Unit/Phases/Sections 2 and 3, as the same are shown on plats of record in Map Cabinet H , Slide 211,212,213,214 and Map Cabinet, Slide, in said Register's Office.

Said Restrictions are further amended by adding thereto the following:

22. Sewage Collection and Subsurface Disposal System: Developer has entered an Agreement with State of Tennessee Department of Environment and Conservation for the development of a sewage collection and disposal system (system herein) to be located on the "common areas" as designated on the above referenced plats. Lots 36 and 37 in the original subdivision (Section 1) and Lots 77 through 85, 91 through 94 and 108 through 110 in Section 2, and Lots 119 through 133 in Section 3, shall have a right and easement of enjoyment in and to the Subsurface Sewage Collection and Disposal System, and will make use of this system by the owner's installing on said Lots a septic system approved by the State (Tennessee Department of Environment and Conservation, Division of groundwater Protection) for tying onto the installed collection and disposal system, the area for which is shown on the recorded plat for Unit 2, and more particularly described as follows:

BEGINNING at an iron pin in North right of way line of Deerwood Drive, said pin being located 1,759.1 feet more or less in a southeasterly direction from the centerline of Wild Pear Trail; thence N 30 deg. 20 min. East, 435.8 feet more or less to an iron pin; thence S 55 deg. 39 min. East 529.13 feet more or less to an iron pin; thence S 30 deg. 21 min. West, 120.22 feet more or less to an iron pin; thence S 59 deg. 39 min. East, 628.4 feet more or less to an iron pin in the dividing line between Wild Pear Shores and Tucker; thence with the dividing line between Wild Pear Shores and Tucker, S 06 deg. 43 min. West 301.67 feet more or less to a concrete monument in the North right of way line of Deerwood Drive; thence with the right of way of Deerwood Drive, N 60 deg. 19 min. West 168.24 feet more or less to a concrete monument; thence continuing with said right of way line, N 59 deg. 44 min. West 501.91 feet more or less to a concrete monument; thence continuing with said right of way N 59 deg. 37 min. W 499.17 feet more or less to a concrete monument; thence continuing with said right of way, N 59 deg. 36 min. West 107.82 feet, more or less to the point of BEGINNING, containing 9.6 acres, more or less, and being subject to a 75 foot wide TVA Power Line Easement as described in Tract No. DGN-25 and Deed Book

186, at page 101.

The above described "Common Area\* together with connection easements and improvements shall be known as the "Subsurface Sewage Collection and Disposal System".

The Homeowner's Association for Wild Pear Shores will be deeded these common Areas after the Developer has completed the installation of the system and it becomes approved and operational with at least 10 Lots connected thereto. Each Lot tying onto the system shall pay an monthly fee of \$ 35.00 to the Association (or Developer) or directly to the contractor if so directed. This fee shall be paid for the month of the tie on, at the time of tying on, and each month thereafter on or before a date to be established by the Association. This fee can be increased if necessary to fund the management contract and maintain the system. This fee is in addition to the annual membership fee paid by all Lot owners and shall be separately maintained by the Association for the exclusive use of the maintenance and up-keep of the "Subsurface Sewage Collection and Disposal System".

The Association shall enter into a management contract with a licensed and approved independent contractor for the maintenance and upkeep of the system and shall have control of the use and maintenance of the surface of these common areas, it being contemplated that the surface will be used for recreational activities such as ball fields, play grounds, etc., for the benefit of all Lot owners, provided that no building, structure, paving, parking area or other improvement shall be placed on or above any part of the system, which is to remain a grassed or otherwise vegetated area.

Any management contract entered into by the Developer prior to the deeding to the Association shall be assigned to and assumed by the Association.

The Director of the Tennessee Department of Environment and Conservation, Division of Groundwater Protection may make a special assessment against any Association member, property owner and/or upon any or all property owned by an Association member to correct any deficiency and/or health hazard concerning the sewage collection and subsurface disposal system, provided the Association has failed to comply with the Directives of the Division in a timely fashion. The Director shall have the authority, pursuant to such assessment, to place and record a lien in favor of the Division upon the property of any owner who is delinquent in payment, and to have the property sold if required to satisfy this debt if, in his discretion, such debt or lien is not timely satisfied by Association action. Whether compliance with said directives has been satisfied in a timely manner shall be a judgment in the discretion of the Division. Whether or not a special levy is required, it is the duty and responsibility of the Association to implement the directives of the Division.

See also the following recorded documents pertaining to this property and/or the restrictive covenants, here amended:

- 1) Agreement for the Development, Maintenance and Operation of a Sewage Collection and Subsurface Disposal System BK 520 , Page 712 Jefferson county, Tennessee, Register's Office).
- 2) Contract Agreement with Maintenance Facilitator (Book..520) , Page 712 Jefferson county, Tennessee, Register's Office).
- 3) By-Laws of Wild Pear Shores Homeowner's Association, Inc. (Book 520 , Page 703), Jefferson county, Tennessee, Register's Office).

**IN WITNESS WHEREOF**, this Amendment has been executed on this 19th day of July, 2002.

**Lee T. Gamble**

**STATE OF TENNESSEE**

**COUNTY OF SEVIER**

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state **Lee T. Gamble**, the within named bargainer, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, in the aforesaid county, this the 19<sup>th</sup> day of July 2002. 4.1

Notary Public

My Commission Expires: 1-28-03

BK 520 PG 721