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PREPARED BY:

HOLLY D. SAYNE
ATTORNEY AT LAW
319 BLUE PEACOCK WAY, SUITE 1
SEYMOUR, TN 37865

**DECLARATION OF COVENANTS AND RESTRICTIONS
ROBERT J. WEBBER PROPERTY**

This Declaration made this 19th day of June, 2007, by **ROBERT J. WEBBER AND WIFE, JAMIE J. WEBBER**, (hereinafter called "Developer").

WITNESSETH:

WHEREAS; Developer is the owner of the real property known as Robert J. Webber Property, located in the Fifth (5th) Civil District of Blount County, Tennessee, as described in WD Book 512, Page 148, in the Register's Office of Blount County, Tennessee; and

WHEREAS; this subdivision has been approved in accordance with the regulations of the Blount County Planning Commission; and

WHEREAS; Developer desires to impose certain Covenants and Restrictions, and other derogations of title on said property for the purpose of protecting its investment in the community, maintaining the appearance of the property, to prevent nuisances, and to provide for the maintenance of the roadways serving said community and subdivision and to thereby secure to itself and each property owner, the full benefit and enjoyment of their property, herein declaring the same to be for the benefit of said property and each and every owner of any and all parts thereof.

NOW THEREFORE, the Developer declares that the real property described on the above referenced deed is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth in order to provide an orderly plan of construction and development and to protect the common interests of Developer and the property owners.

The following Covenants and Restrictions are hereby imposed and shall be covenants running with title to the land and shall be binding upon the Developer and all subsequent Lot owners, and their successors or assigns, and their tenants, employees, guests, and invitees.

1. Easement Maintenance. The cost of maintaining the non-exclusive easement for ingress, egress and utilities as described in WD Book 512, Page 148 in the Register's Office for Blount County, Tennessee, shall be borne by the owners of Tracts 1, 1A, 3, 3A, 4, 4A, 5 and 5A only. The owner of Tracts 2 and 2A shall have no responsibility for the maintenance of said easement.

2. Dwellings, Temporary Structures, and Outbuildings, Etc. No two story structures of any type shall be erected on Tract 4A. No trailer, mobile home or modular home, tent, shack, or any other outbuilding shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. Any outbuilding must be erected on a concrete foundation and the design and construction must be similar to that of the main residence, and shall be constructed as allowed and approved by the Blount County Planning Commission.

3. Nuisances. No noxious, offensive or illegal activity shall be conducted or maintained on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision.

Miscellaneous Provisions

1. Severability. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the

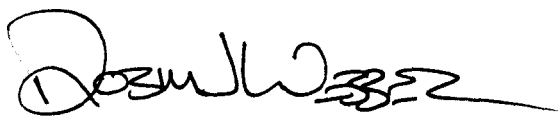
other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of these Restrictive Covenants are declared to be severable.

2. Compliance With Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations with respect to all or any portion of the Property.

3. Notice. All notices or requests required shall be in writing. Notice to any Owner shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by certified mail, return receipt requested, to the address of such Owner on file in the records of the Sevier County Trustee's Office at the time of such mailing. General notices to all Owners or any classification thereof need not be certified, but may be sent regular first class mail.

4. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of reverter.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.


ROBERT J. WEBBER


JAMIE J. WEBBER

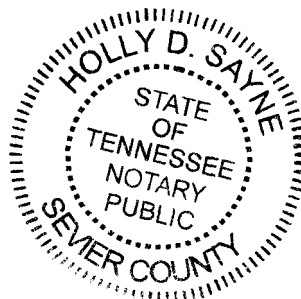
STATE OF TENNESSEE

COUNTY OF BLOUNT

Before me, the undersigned authority, personally appeared the within named bargainors, **ROBERT J. WEBBER and wife, JAMIE J. WEBBER** with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and Official Seal in said State and County this the 19th day of June, 2007.


Notary Public
My Commission Expires: 3-24-2010



Deed Restrictions

The following is from **Warranty Deed Book 512, Page 151** in the **Blount County Register of Deeds Office**:

THIS CONVEYANCE is made subject to the following restrictions and conditions:

1. The property may not be further subdivided into tracts smaller than 5 acres.
2. All utilities serving the property shall be placed underground.
3. No trailers or mobile homes shall be permitted to remain on the property.
4. The property shall be used for residential purposes only with any one-story residence to contain a minimum of 1,800 square feet and any two-story residence to contain a minimum of 2,400 square feet.
5. The cost of maintaining the aforesaid easement for ingress, egress, and utilities shall be borne equally by Grantee and the owners of the three other tracts served by said easement.

THIS CONVEYANCE IS ALSO made subject to a flowage easement granted USA in Trust Book 64, page 81, in the Register's Office for Blount County, Tennessee.