

THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTORNEYS
315 HIGH STREET, MARYVILLE, TN 37801
BY: STEVEN J. GREENE

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

COUNTRY LANE PROPERTIES

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions ("Declaration"), is made and entered into on this 19th day of November, 1992 by RICHARD T. EVEY AND LARRY V. JOHNSTON, hereinafter referred to as "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration known as Country Lane Properties and desires to create thereon a residential community with permanent common private roads and bridge; and

WHEREAS, the spirit of these covenants is not meant to be repressive, but to promote a thoughtfully restricted neighborhood in the country; and

WHEREAS, Developer desires to provide for the preservation of the values in said community and to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the private roads and bridge, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee, as a non-profit corporation, Country Lane Property Owners Association, Inc. for the purpose of exercising the functions aforesaid;

See Waiver
See Misc Vol 12 Pg 391

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NOW, THEREFORE, the Developer hereby declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

(a) "Association" shall mean and refer to the Country Lane Property Owners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Entrance Roads" shall mean and refer to those roads and bridge constructed by the Developer for members to use as a means of access to their respective tracts.

(d) "Tract" shall mean and refer to any parcel of land now or hereafter included in this development.

(e) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Tract situated upon the Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied

subject to this Declaration is located in Blount County, Tennessee, and is more particularly described in Warranty Deed Book 529, Page 652 and in Warranty Deed Book 537, Page 831, in the Register's Office for Blount County, Tennessee. Two tracts have been conveyed to Larry Rahn and wife, Vickie Rahn and Mark S. Abel and wife, Sandra D. Abel and they join in the execution of these covenants and restrictions for the purpose of assenting hereto and

Section 2. Additional adjacent land and/or lots may become subject to this Declaration by recordation of additional declarations adopting and incorporating this Declaration by specific reference in the sole discretion of the Developer at the Developer's expense; provided, however, in no event shall the total number of Tracts subject to this Declaration exceed thirty (30). The Owners of any such Lots shall become members of the Association and shall have equal rights, privileges and obligations under this Declaration.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the Owner of a fee or undivided fee interest in any Tract shall be a Member of the Association, provided that any such person or entity who holds such interests merely as a security for the performance of an obligation shall not be a member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in the Tract.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all of those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Tract in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Tract, all such persons shall be Members, and the vote for such Tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any

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Tract.

Class B. Class B Members shall be the Developer. The Class B Member shall be entitled to three votes for each five (5) acres owned by the Developer, provided that Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote as such.

ARTICLE IV

ACCESS AND PROPERTY RIGHTS

Section 1. Member's Easements. Subject to the provisions of Section 2, every Member shall have access rights over the entrance roads and bridge and such easement shall be appurtenant to and shall pass with the title to every Tract.

Section 2. Extent of Members' Easements. The rights and easements created hereby shall be subject to the following:

(a) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members', provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast 100 percent of the votes irrespective of Class of membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any action taken.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment. Each Owner of any Tract by acceptance of the deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; The

annual assessments, together with such interest thereon and costs of collection thereof as may be hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The developer is not required to pay assessments unless and until he becomes a Class A member.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of maintaining entrance roads and bridge over creek, and for mowing on each side of said roads, including, but not limited to, the cost of insurance thereon, and repair and replacement thereto, and for the cost of labor, equipment, and materials.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment shall be \$250.00 for each tract owned which shall be due and payable January 1st of each year and shall be prorated upon closing for the remainder of the year. After January 1st, 1995, the assessment may be increased by vote of the Members, as hereinafter provided.

Section 4. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the votes irrespective of class of Members' who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting. For purposes of this section, the Developer shall only have one vote per Tract owned by him.

Section 5. Quorum for any Action Authorized Under Sections 3, and 4. The Quorum required for any action authorized by Sections 3 and 4 hereof shall be as follows:

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At the first meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments.

Annual Assessments for each Tract shall be due and payable January 1st of each year and shall be prorated upon closing for the remainder of the year.

Section 7. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association.

If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the

court, together with the costs of the action.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment.

ARTICLE VI

TERMS

The covenants and restrictions of this Declaration shall run with and bind the land and all parties and persons claiming under them for a term of (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended as provided in Article XXVI.

ARTICLE VII

ENFORCEMENT

The Association shall have the right to enforce, as herein provided for, by any proceeding at law or in equity, all restrictions, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. It is further provided that should any Owner have to employ counsel to enforce any of the restrictions, conditions, covenants, reservations, liens or charges found in the Declaration, and be successful in such prosecution all costs incurred for such enforcement, including a reasonable fee for counsel, shall be paid by such party violating or attempting to violate the covenants herein.

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ARTICLE VIII

SEVERABILITY

If any provision as herein set forth is declared to be invalid by any court, the invalidity of such restrictions shall not affect the validity of the remaining restrictions hereof, and for the purposes hereof all restrictions as contained herein shall be deemed to be severable each from the other without qualification.

ARTICLE IX

ADVISORY COMMITTEE

The Advisory Committee shall be composed of three (3) Members, two of whom shall be Larry V. Johnston and Richard T. Evey or their nominees and the other one of whom shall be elected by a majority vote of the Members other than the Developer. Each member of the advisory committee shall have one vote. After there is no longer Class B Members, all 3 Members of the Advisory Committee shall be elected by a majority of the Class A Members. Members of the Advisory Committee shall serve for a term of two years. Representatives of the undersigned Developer or the Developer himself may serve on the Advisory Committee. As a prerequisite to consideration for approval, and prior to the beginning of any contemplated work requiring advisory board approval, the applicant must submit a complete and final set of plans and specifications with a written request for their approval. The Advisory Committee shall be the sole arbiter of same and may withhold approval for any reason including truly aesthetic considerations. In the event the said Advisory Committee fails to approve or disapprove the plan for design, specifications, and location within twenty (20) days after they have been submitted, approval will not be required and this section will be deemed to have been fully complied with.

In the event that the Advisory Committee rejects plans, submitted for approval under this Article, the party submitting the plans may make the necessary alterations to said plans or specifications and resubmit them for approval or upon written notice signed by more than 2/3 of the Property Owners at the time

of such request for approval stating that they desire that approval be given, the same shall be approved by the Advisory Committee. For the purposes of this section, each Tract shall have one vote. Likewise, if the Advisory Committee shall approve a variance from the provisions of this Declaration, a 2/3 majority of the Property Owners may override such approval.

ARTICLE X

SETBACK REQUIREMENTS

There shall be a 50 foot minimum building setback line along all tract boundary lines and road right of ways which may be waived by permission of the undersigned or the Advisory Committee and the adjoining property owner. This setback applies only to the property described in Warranty Book 529, Page 652, as hereinafter setforth, and the property described in Warranty Book 537, Page 831, shall only have a 25 foot building setback on all property lines.

ARTICLE XI

LAND USE AND BUILDING TYPE

Section 1. Any Tract in said subdivision except as herein provided which is subject to these restrictions from and after this date shall be used for residential purposes only. Except as herein otherwise specifically provided, or by written approval and sanction of the undersigned and the advisory committee, no structure shall be erected or permitted to remain on any tract or building plat on said land other than one single-family residence, not to exceed two (2) stories in height, with private garage or garages, and one single barn.

The materials to be used for the exterior of all dwellings shall be of brick, vinyl, wood and stone to give a rustic appearance. The roof of any such dwelling may, however, be of shingles or other materials in keeping with a rustic appearance. The materials to be used for any barn or outbuilding shall first be approved by the undersigned or Advisory Committee such that any outbuildings will be in keeping with a rustic appearance. Metal buildings of any type are not permitted.

Section 2. Fencing shall be permitted but must first meet

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the approval of the Advisory Committee regarding size, location, and materials to be used.

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Section 3. No one will be allowed to strip topsoil away from any tract, or to remove trees or otherwise waste away from the natural beauty of the property. This, of course, does not disallow the necessary construction or any other activities calculated to increase the beauty of the lands or increase its value.

Nothing shall be done on any tract whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.

ARTICLE XII

DWELLING SIZE

No residence shall be erected, placed, altered, or permitted to remain on any Tract in this subdivision having a floor area of less square footage than that as set out below. In Computing the said floor area, measurements will be made from the exterior walls and will include only finished and heated living areas, but will include no basement area, either partially or fully below ground, whether finished or unfinished, porches, carports, or garage. The Advisory Committee reserves the right to modify these minimum square footage requirements in certain situations where hardship, for example, Tract size or grade of land, can be shown by the Tract Owners.

Dwelling size on all Tracts shall be as follows:

<u>Type Dwelling Level</u>	<u>Minimum Area</u>	<u>Minimum Area First Level</u>
Single Floor	1,800 sq. ft.	
Two Story	1,800. sq. ft.	950 sq. ft.

(EXCEPTIONS: Others by approval of Advisory Committee Only)

ARTICLE XIII

SIGNS

No sign shall be erected or maintained on any Tract, except one professionally lettered builder or realtor sign or sign of the Owner advertising the residence and Lot for sale or rent. Such Signs shall not be more than five (5) square feet in size or the standard realtors sign size, whichever is less.

ARTICLE XIV

UNSIGHTLINESS

No abandoned cars, trucks, or other vehicles of any type shall be allowed on any Tract. No vehicle in an inoperative condition shall be kept in an area open to the view of the public or other property owners for a period in excess of thirty (30) days. In the event of violation of this item, such vehicle may be removed by the association at the expense of the Owner of the Tract on which the vehicle is located.

ARTICLE XV

MAINTENANCE EQUIPMENT

All tractors, movers, and other farm or yard maintenance equipment and other similar items shall be stored out of view of other Tract Owners.

ARTICLE XVI

RECREATIONAL VEHICLES

The Owner of a Tract who lives upon the same, if also the owner of a motor home, travel trailer, or camping trailer, may park such motor home, travel trailer or camper on their Tract for storage purposes provided the same is not used for living purposes and provided the same is parked within a permitted structure or otherwise out of view of other Tract Owners.

All boats, motorcycles, and motorbikes must be kept within a permitted structure or otherwise out of view of other Tract Owners.

ARTICLE XVII

SUBDIVISION

No Tract, other than a Tract owned by the Developer, may be further subdivided unless the Developer has given the right at the time of the sale. A tract which can be further subdivided shall be assessed as one tract for purposes of determining assessment of maintenance fees until such time as subdivision right is exercised. In no event shall the total number of Tracts exceed 30.

ARTICLE XVIII

TEMPORARY STRUCTURES

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No temporary structure of any kind, including tent, trailer, or mobile home shall be built or placed on any tract at any time.

ARTICLE XIX

NUISANCE

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No illegal, noxious, or offensive activity shall be permitted or carried on any Tract, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No commercial activity of any kind may be conducted from a dwelling. No trash, garbage, rubbish, debris, waste material, or other residue shall be deposited or allowed to accumulate or remain on any Tract.

ARTICLE XX

MISCELLANEOUS RESTRICTIONS

Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and placed in such a position as to be screened from view by neighbors or member of the public.

There shall be allowed facilities for the care and rehabilitation of birds of prey according to the specifications of the T W R A (Tennessee Wildlife Resource Agency).

Satellite dishes shall be permitted on any tract but shall first meet with the approval of the Advisory Committee as to placement. Satellite dishes shall be concealed from sight as much as practical.

There shall be no shortwave radio towers or any other radio or television antenna towers that exceed 15 feet in height from the roof line of the main residence without prior approval of the Advisory Committee.

Tennis courts and swimming pools are permissible. Pools shall be below ground and have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Advisory Committee.

Before any permitted dwelling on a Tract shall be occupied, a septic tank, or a sewage disposal facility, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed; all sewage from the Lot shall be turned into such sewage disposal facility, and the same shall be continuously maintained in a proper state of sanitation by the Tract Owner. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority.

Household pets and livestock are permitted provided said pets and livestock do not become a nuisance to other Property Owners, and subject to the following conditions; (a) dogs, cats, and other household pets may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes or resale., (b) riding horses may be kept if confined to said Tract and provided there shall be no more than one (1) horse per 5 acres on said Tracts, (c) cattle may be kept if confined to said Tract and provided there shall be no more than 10 per 5 acres on said Tracts, (d) Poultry, fowl, birds or small animals other than dogs or cats may be kept subject to prior approval by the Advisory Committee as to maximum number and to confinement and maintenance guidelines.

Once the footings of any building are poured, construction must progress until said building is completed and must be completed in a timely manner. The exterior of all homes must be completed within one (1) year after the construction of the same shall have commenced, unless such completion is rendered impossible as the direct result of strikes, fires, national emergency or natural calamities, or would result in great hardship to the owner or builder.

Building material must be stored out of sight except during construction.

There shall be no security lights on any property other than flood lights. Residents will be permitted to use flood lights and

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other low-directed lights. Under no circumstances shall a security light on a power pole be permitted.

ARTICLE XXI

EASEMENTS

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Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. Exception shall be made for the building of driveways required for normal access to each subdivision tract.

ARTICLE XXII

BRIDGE AND ROAD MAINTENANCE

Responsibility for all maintenance of bridge over Ellejoy Creek shall be assumed by the Developer until January 1, 1995, and thereafter such maintenance shall be at the Association's expense.

Responsibility for maintenance of the private entrance roads, to be constructed and used as a means of access from Country Lane to tracts conveyed to others and to property retained by the undersigned, shall be assumed by the Property Owners Association on the later of June 1, 1993.

ARTICLE XXIII

The Advisory Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein, and (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which to not lower the standards of the covenants and restrictions herein contained.

Upon withdrawal of the Developer from the Advisory Committee as contemplated above, this Declaration may be amended by a vote of 2/3 majority of the tract Owners voting in person or by proxy at a meeting of the Association duly called for such purpose at which a quorum is present. Such amendment shall be certified by a written instrument signed by the Association President, attested by the secretary and recorded in the Blount County Register's Office.

BY EXECUTION of this Agreement, the parties hereto do hereby agree to revoke the restrictions in Misc. Record Book 108, Page 82, in the Register's Office for Blount County in their entirety.

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

Richard T. Evey
RICHARD T. EVEY

Larry V. Johnston
LARRY V. JOHNSTON

Larry Rahn
LARRY RAHN

Vickie Rahn
VICKIE RAHN

Mark S. Abel
MARK S. ABEL

Sandra D. Abel
SANDRA D. ABEL

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STATE OF TENNESSEE)
COUNTY OF BLOUNT)

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Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Richard T. Evey and Larry V. Johnston, the within named bargainors, 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 Blount County, this 19th day of November, 1992.

James Lynn Thomas
Notary Public

My Commission Expires: 7-23-94

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Larry Rahn the within named bargainor, 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 Blount County, this 19th day of November, 1992.

James Lynn Thomas
Notary Public

My Commission Expires: 7-23-94

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

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

WITNESS my hand and official seal at office in Blount County, this the 19th day of November, 1992.

James Lynn Thomas
Notary Public

My Commission Expires: 7-23-94

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Mark S. Abel, the within named bargainor, 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 Blount County, this 19th day of November, 1992.

James Lynn Thomas
Notary Public

My Commission Expires: 7-23-94

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

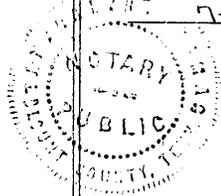
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Sandra D. Abel, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument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

WITNESS my hand and official seal at office in Blount County, this 19th day of November, 1992.

Sandra D. Abel
Notary Public

My Commission Expires:

7-23-94



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