

This instrument was prepared by:
Melanie E. Davis, Attorney
329 Cates Street
Maryville, Tennessee 37801

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DEVAULT MEADOWS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made and entered into this ___ day of June, 2007, by GLADYS D. BUTCHER (the "Developer") and BENNY MARSHALL, the Owner of Lot 10 of Devault Meadows.

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of any common facilities hereafter constructed therein; and, to this end, desires to subject the real property described 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.

NOW, THEREFORE, the Developer declares that the real property described in Article II 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:

1. "Properties" shall mean and refer to all such existing properties as are subject to this Declaration or Supplemental Declaration under the provisions of Article II hereof.
2. "Common Properties" shall mean and refer to those areas of land for the common use, benefit, and enjoyment of the owners of the Properties. At the time of the recording of this document, such common area consists only of a 40 foot easement shown on the plat of record for Devault Meadows in Map File No. 2437B in the Register of Deeds Office for Blount County, Tennessee, running from Little Dug Gap Road to Fort Loudon Lake.
3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as heretofore defined.
4. "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple legal title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to a mortgagee or deed of trust beneficiary unless and until such mortgagee or beneficiary has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
5. "Subdivision" shall mean and refer to Devault Meadows as provided in Article II.
6. "Association" shall mean Devault Meadows Property Owners Association, which may be either a Tennessee not for profit corporation or an unincorporated association.

**ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION**

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 the plat for Devault Meadows of record in the Register of Deeds Office for Blount County, Tennessee, in Map

Section 2: Additions to and Withdrawal of Property

(a) Additions. Additional real property, whether owned by Developer or others, which is or is not presently a part of Developer's general plan and scheme of development of the Subdivision may be hereafter annexed to the Subdivision by Developer in her sole discretion and made subject to this Declaration, or another declaration of covenants, conditions and restrictions acceptable to Developer in her sole discretion. All such additions to the Subdivision shall be made by filing a Declaration of Annexation in the aforesaid Register's Office with respect to such additional real property, which shall declare the annexation and addition of such real property to the Subdivision and shall extend the scheme of this Declaration to, or impose the scheme of such other declaration of covenants, conditions and restrictions acceptable to Developer on, such annexed real property. Upon the filing of any such Declaration of Annexation, the term "Property" as used in this Declaration shall be automatically deemed modified to include and be a reference to such additional real property, unless otherwise specified therein. Any such Declaration of Annexation extending the scheme of this Declaration to such annexed real property may contain additions and modifications of the provisions of this Declaration as Developer may elect and/or as may be necessary to reflect the different character, if any, of the annexed real property.

(b) Withdrawal. Developer may from time to time elect in her discretion not to develop portions of the Property for which a Plat has not been recorded. If a Plat has been recorded, but no Lots thereon are then owned by any person other than Developer, or any of her respective affiliates or related entities, Developer may withdraw such portions of the Subdivision from this Declaration, as applicable. Any such withdrawal shall be accomplished by the filing in the aforesaid Register's Office of a Notice of Withdrawal executed by the Developer, and describing by adequate legal description the portions of the Subdivision, thereby withdrawn. Upon the filing of any such Notice of Withdrawal, the term "Property" as used in this Declaration shall be automatically deemed modified to exclude the real property thereby withdrawn.

**ARTICLE III
DURATION**

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2030, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of lots it is agreed to change said covenants in whole or in part. Notwithstanding the foregoing, these covenants may be amended as provided in Article XVI hereafter.

**ARTICLE IV
SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

**ARTICLE V
LAND USE AND BUILDING TYPE**

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. A limit of one horse per acre will be permitted on a Lot. No pigs or cows are permitted on any Lot. One horse barn per Lot shall be permitted provided that the barn is of the same material and of similar architectural style as the house on the Lot. The barn may include guest quarters. Anything herein to the contrary notwithstanding, with respect to any Owner that owns more than one (1) Lot in the Subdivision, the provisions of this Declaration shall be applied and interpreted as follows: (1) if the Owner has constructed or is in the process of constructing a residence upon a Lot, then the Owner may utilize each and every other Lot owned by such Owner as open space, pasture or for other purposes consistent with this Declaration and applicable zoning, (2) the number of horses that said Owner may keep on said Lots shall be calculated based upon the total acreage of all Lots, and (3) the Owner may construct a barn on a Lot other than the Lot upon which the Owner's residence is constructed, so long as said barn otherwise meets the criteria of this Declaration.

**ARTICLE VI
BUILDING LOCATION**

No building shall be located on any Lot nearer to any boundary line than setbacks as noted on the subdivision

plat, or required by the Blount County Zoning Ordinance and/or subdivision regulations, which zoning ordinance and subdivision regulations shall be controlling and the appropriate County Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to the rear, side, or front setback requirements. Anything herein to the contrary notwithstanding, with respect to any Owner that owns more than one (1) Lot in the Subdivision, the provisions of this Declaration shall be applied and interpreted as follows: (1) the side (interior) boundary line between two (2) contiguous Lots owned by such Owner shall be subject to no setback requirements or restrictions pursuant to this Declaration, and (2) such Owner may combine any Lots that are contiguous into a single Lot. In the case of (1) or (2) immediately above, the Owner shall apply as necessary for a variance, exception, or resubdivision from the applicable County Zoning Authority prior to constructing any improvements in violation of any zoning ordinance or regulation, which the Owner may pursue at the Owner's expense without the consent, approval or joinder of the Developer or any other Owner.

ARTICLE VII ASSOCIATION

Section 1: Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as 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 Lot.

Section 2: Voting Rights. There shall be one (1) vote per Lot except that the Developer shall be entitled to four (4) votes for each Lot the Developer owns. The members of the Association shall be all of the owners as defined in Section (a) When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. In the event that owners of a Lot cannot reach a consensus agreement on how to vote, the members of that Lot shall be deemed to abstain from the vote to be cast.

ARTICLE VIII COVENANT FOR MAINTENANCE ASSESSMENT

Section 1: Creation of the Lien and Personal Obligation of the Assessment. Each owner of any Lot by acceptance of the deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges; the annual assessments together with such interest thereon and cost 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 such each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. All Lots in the subdivision will be assessed equally. However, Lots owned by the Developer will not be assessed.

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used by the Association for the purpose of maintaining the 40 foot drainage easement as located on any plat of record for the Subdivision and previously identified as Common Area. Such upkeep shall not include the mowing of such drainage easement inasmuch as mowing and day to day upkeep shall be the responsibility of the owner of a Lot who has a drainage easement over his property. However, any improvements or maintenance of such drainage easement that goes beyond day to day basic upkeep, shall be the responsibility of the Association. The Association shall further be required to upkeep in a reasonable manner other Common Elements of the subdivision, if any. The Association further shall be entitled to perform all other actions required of it under these restrictions.

Section 3: Basis and Maximum Amount of Assessments. The annual assessment shall be set by the Association each year for each Lot owned and shall be due and payable on or before January 1st of each year and shall be prorated upon closing for the remainder of the year. The amount of the assessment shall be set by the Membership in an amount equal to what is reasonably necessary to meet the requirements of these restrictions. The Developer shall not be responsible for paying any assessments for any and all unsold lots.

Section 4: Effective Non-payment of Assessment; Personal Obligation of Owner; Lien; Remedies of Association. If the Assessments are not paid on the date when due then such Assessments 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 thirty (30) days after the delinquency date, the assessment shall bear interest from the delinquency at the rate often (10%) percent per annum, and the Association may bring an action at law

against the Owner personally obligated to pay the same or to judicially or non-judicially 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 cost of the action.

Section 5: Subordination of the Lien to Mortgages. The lien of the assessments here provided for herein shall be subordinate to the lien of any mortgage or mortgages now of hereafter placed upon the property subject to assessment; so, that such 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, other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments which thereafter become due, now from the lien of any subsequent assessment.

ARTICLE IX DWELLING RESTRICTIONS

Section 1: Design Requirements. Except as otherwise stated herein, no dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. Minimum Finished Floor Areas. The following shall be the minimum finished floor areas for homes (not barns) to be constructed within the Subdivision:
 - a. One-Story. The ground floor area of a one-story residence shall be a minimum of 2,200 finished and habitable square feet, exclusive of the garage.
 - b. One-and One-Half Story. The ground floor area of a one-and-one-half story residence shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,500 finished and habitable square feet.
 - c. Two-Story. The ground floor area of a two-story residence shall be a minimum of 1,600 finished and habitable square feet, exclusive of the garage, and the residence shall contain a minimum of 2,700 finished and habitable square feet.
 - d. Exclusions. Finished basement areas, garages and open porches are not included in computing minimum floor areas.
2. All dwellings and other structures shall on all sides be primarily of brick, stucco, stone or a combination thereof. No masonry will be permitted. Hardie Plank cement siding, or natural wood or premium vinyl soffit material will be allowed as material for accent areas of a dwelling. Horse barns may be constructed primarily of wood or other materials typical of quality horse barn construction, so long as consistent in color and appearance to the Owner's residence and accented with the same brick, stucco, stone or combination thereof employed in such residence. Any barn so constructed shall be deemed to meet the requirements of Article V.
3. All above ground exterior foundation walls shall be veneered with brick, stone or stucco.
4. No carports shall be erected on any Lot.
5. Heating and air conditioning systems shall be concealed from view by appropriate screening. No window air conditioning units may be kept or used on any Lot.
6. The finished grading for all lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the development, as approved by the municipal authority having jurisdiction over the Subdivision.
7. Finish colors shall be applied consistently to all sides of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property.
8. Exterior window and door trim and similar decorations shall all be of the same color and materials and shall be either of the same material as exterior walls or directly compatible. Fascia, gutters and down spouts shall blend in and be directly compatible with the architectural detail of the exterior walls.
9. All exterior mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen.

10. All homesites shall have a paved driveway of stable and permanent construction.
11. Any construction on a Lot shall be at the risk of the Owner of such Lot, and the Owner of such Lot shall be responsible for any damage to any curbing, sidewalks, or street resulting from construction on such Lot. Any damage to any section (s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event nor more than thirty (30) days after completion of such construction.

Section 2: Miscellaneous Restrictions.

1. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about the Lots unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
2. No outside clothes lines or other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall be erected or placed on any Lot.
3. No above ground swimming pools shall be erected or placed on any Lot. In-ground pools, hot tubs and spas shall be permitted.
4. Small satellite dishes, not exceeding twenty four inches in diameter, shall be permitted provided that they are not placed on the front of any house.
5. No cellular telephone tower or other communications tower will be permitted on any Lot.

**ARTICLE X
NUISANCES**

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

**ARTICLE XI
TEMPORARY STRUCTURES**

Except for guest quarters in a barn, no trailer, tent, shack, garage, or other outbuildings erected on the Lot shall at any time be used as a residence nor shall any structure of a temporary character be used as a residence at any time.

**ARTICLE XII
ENFORCEMENT**

1. The Association or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. The Association shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy a violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Association, the Developer or any Owner may: (1) prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the Declaration, and/or (2) maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or have any such violation removed from the lot or cured.
3. The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association or any other person or persons owning a Lot shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of

these covenants or restrictions, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

**ARTICLE XIII
COMMISSION OF WASTE AND UNSIGHTLINESS**

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. Any person doing so shall be subject to notification by the Developer or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

**ARTICLE XIV
GARBAGE AND REFUSE DISPOSAL**

Trash, garbage or other waste shall not be kept on any Lot, except on a temporary basis and in sanitary covered containers.

**ARTICLE XV
FENCES**
All fences on any Lot must be brick, stone, wood or iron. No wire or chain link fences are permitted on any Lot.

**ARTICLE XVI
AMENDMENT**

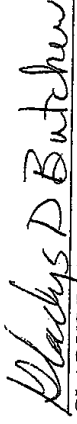

This Declaration may be amended upon a vote of 75% of the Lot owners including Developer on the basis of one vote per Lot owned. Any such amendment would only become effective when documented in a writing properly recorded in the Register of Deeds Office for Blount County, Tennessee.

**ARTICLE XVII
NO WARRANTIES**

All Lots within the Property are sold by Developer in their "AS IS" condition. No warranty is made by Developer of any kind regarding any Lot within the Subdivision.

BENNY MARSHALL, the owner of Lot No. 10 of Devault Meadows, joins in the execution of this Declaration of Covenants and Restrictions for Devault Meadows for the sole purpose of binding Lot No. 10 to these restrictions.

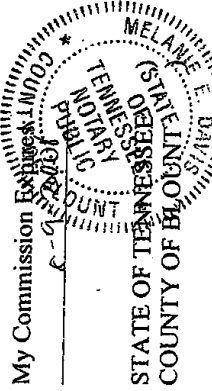
IN WITNESS WHEREOF the undersigned has caused this instrument to be executed the day and year first above written.


GLADYS D. BUTCHER

BENNY MARSHALL

STATE OF TENNESSEE)
COUNTY OF BLOUNT)

Personally appeared before me, a Notary Public in and for said County, the within named bargainer,
GLADYS D. BUTCHER, with whom I am personally acquainted, and who acknowledged that she executed the
within instrument for the purposes therein contained.

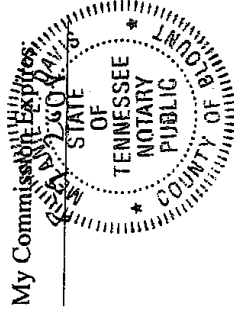
WITNESS my hand and official seal at office this 25 day of June, 2007.



Melane E. Davis
Notary Public

Personally appeared before me, a Notary Public in and for said County, the within named bargainer,
BENNY MARSHALL, with whom I am personally acquainted, and who acknowledged that he executed the
within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 25 day of June, 2007.



Melane E. Davis
Notary Public