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DECLARATION OF RESTRICTIVE COVENANTS

OF

PARADISE LANDING

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this _____ day of _____, 2000, by BEAVER CREEK, a TENNESSEE GENERAL PARTNERSHIP (the "Owner" and the "Developer").

WITNESSETH:

WHEREAS, the Owners own certain real property (the "Property") located in Jefferson County, Tennessee, said real property being more particularly described in deed recorded in Instrument Book 30, Page 123 and incorporated herein by reference; and

WHEREAS, the Owners intend to subdivide the property into a residential subdivision (the "Subdivision") to be known as **PARADISE LANDING**; and

WHEREAS, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter.

1. All lots in this development which is known as **Paradise Landing** shall be restricted to residential lots and are to be used exclusively for residential purposes. All construction must meet or exceed Jefferson County Zoning Ordinances.
2. No trailer, mobile home (single or double wide), basement, tent, shack, garage, barn or other buildings shall at any time be used as a residence, either temporarily or permanently, nor shall any other structure of a temporary character be used as a residence. No residence shall be occupied until the residence has a finished appearance. All residences must be constructed on the lot site, and the construction method must be what is known as the "stick type" method of building.
3. There is a thirty (30) foot building setback line on all lot lines fronting a street, and a ten (10) foot building setback line on all side and rear lot lines.

basements, garages, carports, and porches.

5. Each home design must comply with the following requirements:
 - A. No exposed foundations. Foundations must be covered with brick, stone or stucco. No other type of covering is permitted.
 - B. The siding must be brick, stone, stucco, wood or log. Vinyl siding is allowed only as a secondary siding and may cover no more than twenty-five percent (25%) of the total exterior of the residence.
 - C. Roofs must be composed of dimensional shingles, tile, slate, wood or prefabricated metal with commercially factory painted surface. The minimum pitch of the primary roof system on each residence must be at least 5/12.
 - D. All driveways must be either concrete, brick or asphalt. No other type of driveway material may be used.

- E. All lots must be properly landscaped upon completion of the residence and as soon thereafter as reasonably practical to insure the natural beauty of Paradise Landing, but within the time limits set out in Paragraph 12 below.
6. No satellite dishes are allowed which exceed eighteen (18) inches in diameter, and all satellite dishes must be behind the dwelling and must be concealed from view from the street.
7. Garbage or other waste must be kept in sanitary containers at all times. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition at all times, and shall not be visible from the street, except on days of garbage pickup service.
8. No junk cars, junk motors or junk materials may be moved onto or stored on any lots or on the streets in the development, and no lots or streets shall be used for storage of any personal property which might be offensive to the neighbors.
9. No "on street" parking shall be permitted for cars, trucks, boats, campers or any other over-the-road or off road vehicles in this development. No inoperative motor vehicles shall be kept exposed to public view. Tractor-trailers, buses, or any other types of commercial vehicles exceeding 16,000 C.V.W.R (light-duty) are not allowed to be parked at any time in the development except in the normal course of home construction or deliveries.
10. Storage buildings and garages or carports constructed or placed on a lot must be of similar or complimentary design and construction material to the primary residence.
11. A ten (10) foot wide easement is reserved along all lot lines as shown on the plat of utility installation, drainage, and maintenance, except when two (2) or more lots are under common ownership, then such easements apply only to the exterior lot lines of the combined lots.
12. The exterior and interior construction for all homes must be completed within one (1) year after construction begins, and all construction materials must be removed within two (2) weeks of occupancy of the home, or within thirty (30) days of such exterior completion, whichever occurs first. All landscaping must be completed within one (1) year from the date of commencement of construction.

signs advertising a lot for sale during the construction process.

14. Any docks must be built to TVA specifications after all required permits are approved and obtained from TVA and/or any other applicable authorities.
15. No noxious or offensive trade or activity shall be carried out on upon any lot, nor shall anything be done on any lot which may be or become an annoyance or nuisance to the neighborhood.
16. These covenants shall run with the subject lots, and shall be binding on all persons claiming under them for an initial period of twenty-five (25) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by prior vote of the majority of the then owners of the lots, it is agreed to change said covenants, in whole or in part at the beginning of the next of any such successive period. Each lot shall constitute one vote.
17. If the owner of any lot in this development, or any of them, their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or person owning any lot or lots in the development to file and prosecute proceedings at law or in equity against the person or persons violating or attempting to violate, any such covenants, and either to prevent him, her, or them from so doing, and/or to recover damages and/or further to recover reasonable attorney's fees against the person or persons responsible, and resulting from such violation. Invalidity of any one of these covenants by judgment of a court shall in no way affect any of the other provisions, which shall remain in full force and effect.
18. These Protective and Restrictive Covenants are applicable to forty-nine (49) lots as shown by survey of Ronnie L. Sims, RLS #883, dated _____, 2000, which shows all said lots in Paradise Landing in the Fifth (5th) Civil District of Jefferson County, Tennessee. No lot in this development shall be further divided or subdivided, but shall remain as shown on said Sims survey dated _____ 2000. If a person owns more than one contiguous lot, then such owner may construct a residence partially on said lot along the common boundary line without being considered in violation of these covenants.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written.

BEAVER CREEK, A TENNESSEE GENERAL PARTNERSHIP

By: _____
John M. Parker, Sr., Managing Partner