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RESTRICTIVE COVENANTS ON CARTER'S MOUNTAIN LAKE HAVEN

I, DAVID G. CARTER, the undersigned owner, hereinafter called "developer" am fee simple owner of a tract of land in Bladsoe County, Tennessee, which is known as Carter's Mountain Lake Haven Subdivision, a plot which is recorded in Plat Book 113 page 116, in the Register's Office of Bladsoe County, Tennessee. To promote the orderly growth of a residential subdivision and to protect future owners of lots in the subdivision, do hereby restrict the same according to use and development. The restrictions herein set out shall be binding upon Lots One (1) thru Twenty (20) and applicable to all future owners of the same.

- (a) Lots One (1) thru Twenty (20) shall be for residential purposes and no other structure other than family dwelling, along with the customary appurtenant structures shall be allowed to remain on the premises.
- (b) No structure shall be located nearer than twenty-five (25) feet from the street which it faces or twenty-five (25) feet from any side line. Also the placement of the house shall not vary in its setbacks and unreasonable variance from the existing structures, due care being taken that no house shall unnecessarily impede the view from another existing structure and in no event shall the height of any structure exceed two and one-half (2-1/2) stories unless an A-Frame house or a house with vaulted ceilings.
- (c) No sheep, goats, fowl, swine, or like animals shall be permitted to roam or remain on the premises; excepting the usual domestic pets other than Pitbull dogs or other offensive breeds and the commercial breeding of domestic animals is expressly forbidden on the premises.
- (d) There shall be no noxious or offensive trade or activity creating a nuisance by noise, odor or otherwise.
- (e) There shall be no tent, shack, basement, trailer or other temporary dwelling and no home shall be occupied until it is completed. Further, a one (1) year construction period is allowed for completion of any dwelling and the owners of lots shall keep the same free of rubbish, and anyone violating the above provisions shall be liable for damages in the amount of Fifteen and no/100 (\$15.00) Dollars per day, payable to the developer.
- (f) No hedge or fence or like obstruction in excess of six (6) feet shall be allowed and none whatsoever on front property lines, or any property lines between the house and the street.
- (g) There shall be no resubdivision without the written consent of the developers excepting that two (2) or more lots may be combined to form one plot, and no numbered lot shall be used as access or right-of-way to another tract except that the developers concur to the plan in writing.
- (h) That no dwelling may be occupied until a sewage disposal system be approved by the appropriate governmental authority.
- (i) Due notice is hereby given that the developers intend to develop adjoining tracts from access points within said tract and these covenants shall not be construed to be applicable to other areas that specifically mentioned herein.
- (j) All driveway cut-ins from main street shall be approved prior to construction and driveways shall be of gravel, concrete, or asphalt.
- (k) There is reserved a five (5) foot drainage and utility easement along all side and rear lines in addition to those as may be shown on the plot of record.

See Amendment, see Deed Book 113 page 385. Emma J. Kington, Registrar

Prepared By:
David G. Carter
P.O. Box 194
Nixson, TN. 37343

Prior Deed Book - Recorded
113 page 503.


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- (l) The restrictions shall be in full force and effect for a thirty (30) year period from date and thereafter to successive ten (10) year periods, unless a majority of lot owners vote at the end of such period to terminate or amend said restrictions.
- (m) No trucks larger than a regular size pickup will be allowed to park on any said lot or adjoining streets; no inoperative junk cars or trucks or any other vehicles will be kept or parked on any said lots.
- (n) No outside clothes lines of any kind will be permitted on any lot.
- (o) Any improvements after completion of dwelling, such as remodeling will be completed with six (6) months from date started or fall under same penalty of Section E.
- (p) In the event one or more of these restriction provisions shall be invalidated by a court of law all other provisions of this instrument shall remain in full force and effect.
- (q) All house plans including plot plan, health department approval, and color schemes shall be submitted to developer prior to construction and approved in writing. The developers decision as to square footage, design, placement, and all other aspects are final, binding and may not be challenged.
- (r) All construction plans at or on site will be submitted to developer prior to construction and approved in writing. The developers decision as to size, length, design, placement and all other aspects are final, binding and may not be challenged.
- (s) All persons, property owners, shall observe the Tennessee Wildlife Resources Agency Rules governing conservation and propagation of ponds and small lakes. Eat what you catch or catch and release, but minnows for bait is strictly forbidden. Please divert any and all quantities as to use of lake to the developers.
- (t) No gasoline powered watercraft on lake of any kind. Boats under 16 (sixteen) feet may use electric trolling motors. No boats permitted over 16 (sixteen) feet. NO EXCEPTIONS.
- (u) No fireworks of any kind permitted. Any discharging of firearms into or in the direction of the lake at any time is expressly forbidden.
- (v) Any modifications, maintenance, or repair of dam, spillway or overflow pipe must be approved in writing by the developer. No one is permitted on the dam, spillway or overflow pipe for any reason. NO EXCEPTIONS.
- (w) Only property owners of Lake Lots #10 (ten) thru #18 (eighteen) have an undivided interest and access in or to "Lake Brian" shared with the developer.
- (x) The right is reserved by the developer to amend, correct, clarify, change or delete any of the herein restrictions in whole or in part, and to grant individual waivers to succeeding owners as the situation may require.

WITNESS this 15 day of June, 1999.


 David G. Carter

STATE OF TENNESSEE
COUNTY OF Blount

Before me personally appeared DAVID G. CARTER to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed

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the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal this 15 day of June, 2005

General
NOTARY PUBLIC

My Commission Expires 9-1-08

STATE OF TENNESSEE, BLEDSOE COUNTY

The foregoing instrument and certificate were noted in Note Book M
page 129, at 2:10 o'clock P. M. June 13, 2005 and recorded
in Deed Book 166 page 135, State Tax paid \$ 0
Fee \$ 0 Recording Fee \$ 12.00 Total \$ 12.00 Receipt No. 68149
DFF. \$ 2.00

Summa S. Bayliss Register of Deeds

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AMENDMENT TO RESTRICTIONS

WHEREAS, DAVID G. CARTER, is the owner of tract of real estate as described in a deed recorded in Deed Book 163, page 503, in the Register's Office of Bladsoe County, Tennessee; and

WHEREAS, David G. Carter has imposed restrictive covenants of record in Deed Book 166, page 135, Register's Office of Bladsoe County, Tennessee, relating to the real estate described in said deed, which has now been surveyed as set forth in Plat Book 1, page 166, Register's Office of Bladsoe County, Tennessee, and is now known as "Carter's Mountain Lake Haven Subdivision", and

WHEREAS, it is the desire of the developer, David G. Carter, to amend and revise the restrictions set forth in Deed Book 166, page 135, in the Register's Office of Bladsoe County, Tennessee.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar, cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, I, DAVID G. CARTER, do hereby modify and revise said restrictions to include the following:

THIS INSTRUMENT PREPARED BY
I. THOMAS J. SUTTER
P. O. BOX 288
MURFreesboro, TENNESSEE 37139

1. No single-family detached dwelling house shall be erected or permitted to remain on the property unless it has the number of square feet of enclosed living area, which is 1,200 square feet.
2. Modular-double wide mobile homes will be permitted on the property; however, the Developer reserves the right to review and approve any and all plans of said home, prior to the purchase and/or construction of said home.
3. Any modular-double wide mobile home must have a permanent foundation with a covered porch with the same type foundation. Brick or stone veneer must be used for said foundation.
4. Only property owners of Lake Lot Numbers Ten (10) through Eighteen (18) shall own an undivided interest and access in or to Lake Brian, which shall be shared with the developer.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 24th day of September, 1999.

David G. Carter
DAVID G. CARTER

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STATE OF TENNESSEE)
COUNTY OF SBOQUATCHIE)

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

WITNESS my hand and official seal, at Dandridge, Tennessee, this 27th day of September, 1999.

Thomas J. Repton
NOTARY PUBLIC



My Commission Expires 11-01-2000

STATE OF TENNESSEE, BLEDSOE COUNTY
The foregoing instrument and certificate were noted in Note Book M
page 177, at 2:45 o'clock P. M. September 27 1999 and recorded
in Book 167 page 185, State Tax paid \$ 0.00
Fee \$ 0.00 Recording Fee \$ 8.00 Total \$ 10.00 Receipt No. 69333
DFF. \$2.00
Thomas J. Repton Register of Deeds