

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR: PHASE IV CLEAR CREEK ESTATES**

BK 1038 PG 238

THIS DECLARATION, Made this 23rd day of May, 2000 by BRYAN S. SEIGLER, President of Land Works, Inc. (hereinafter referred to as the "Developer"):

WHEREAS, the developer is the record owner in the fee simple absolute of certain real property located in Cocke County, Tennessee, and being the real property now duly platted as Clear Creek Estates Phase IV, said plat being of record in Map Book 10 Page 28 in the Register's Office of Cocke County, Tennessee.

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NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the aforementioned real property described, is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "Covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Register's Office of Cocke County, Tennessee

GENERAL RESTRICTIONS

1. No lot shall be used except for residential purposes. Only one primary dwelling shall be constructed upon any one lot. Construction of the primary dwelling shall be above the 100 year flood plain as delineated on the recorded plat map for Phase III of Clear Creek Estates.
2. The main structure of the dwelling shall not be less than 1200 square feet of indoor heated living area, exclusive of porches, basements, patios, storage rooms and garages. Two story dwellings shall not be less than 700 square feet per story.
3. No lot shall be used for the storage of salvage materials or maintained as a dumping ground for rubbish, trash, debris or inoperable motor vehicles, boats or equipment. All lots shall be maintained in a safe manner and shall offer a presentable appearance. Major repair performed on any motor vehicle of which said repair is readily observable from an adjacent lot, common roads or other common areas shall not be permitted.
4. No lot shall be used for the processing, packaging or storage for retail or wholesale sales of any products, chickens, or other farm animals or produce. No lot shall be used for the purposes of commercial kenneling or breeding.
5. No lot shall be used to house or maintain riding stables or temporary or permanent campsites or trailer parks.
6. No structure of a temporary character, trailer, camper, van, mobile home, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence except during time of construction of a principal residence.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot that may become an annoyance or nuisance to the neighborhood. No fences shall be permitted to be higher than six (6) feet.
8. Mobile homes and manufactured homes are prohibited. Modular homes may be permitted, but only with the written consent and approval of the developer.
9. The home on each lot shall be set back at least a minimum of 25 feet from the front and rear property line and a minimum of 15 feet from each side lot line unless a variance is approved in writing from the developer.
10. All structures shall be constructed on solid foundations of brick, stone, concrete block, stucco, wood or logs, except porches and decks may be on isolated piers. Outside finish shall be

of wood siding, logs, stucco, stone, brick, vinyl siding, or aluminum siding. exposed concrete block shall not be allowed. All outside coverings shall be complete to ground level. Chain link, or chain link type fencing shall not extend into the front yard, or beyond the front corner of the residence (house).

11. Livestock shall not be permitted.

12. Once construction is commenced on any structure, such construction shall be completed expeditiously and in any case within twelve months after the commencement of construction of said structure. No residence constructed on any lot may be occupied prior to its substantial completion.

13. The Developer or Developer's appointee reserve the right to approve house plans, including exterior elevations prior to commencement of construction.

14. Lot owners are personally responsible for the actions of their contractor and/or contractor's sub agent for any damage to the common elements. Common elements shall be defined and not limited to: private or common roads, driveways, signage, common areas, drainage areas, and entrance features. Any damage shall be repaired to the original condition at the lot owner's expense.

15. No sign which exceeds five (5) square feet shall be displayed to the public view on any lot without the written and expressed consent of the developer.

16. The Developer shall have and is hereby given the right to amend, grant exceptions to and to approve violations of these covenants and restrictions

17. Each lot owner is required to mow or have mowed their lot or lots not less than twice during the months between May and August of each year at lot owner's expense.

18. With the exception of the Developer, these provisions shall be binding upon all property owners, their heirs successors and assigns, irrespective of any other agreement, covenants, contract or real estate closings.

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of the Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and any appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors and assigns of each owner.

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages. The party bringing the actions shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or court order in no wise shall affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.


BRYAN S. SEIGLER

STATE OF TENNESSEE

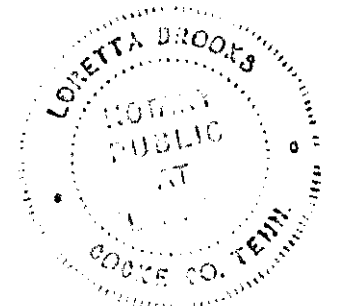
COUNTY OF

Before me, the undersigned authority, personally appeared the within named bargainer, Bryan S. Seigler, President of Land Works, Inc., with whom I am personally acquainted (or 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 at office in said State and County this 23rd day of MAY, 2000.


Notary Public

My commission Expires: 7-13-2003



State of Tennessee, County of COCKE
Received for record the 30 day of
MAY 2000 at 11:05 AM. (REC# 10538)
Recorded in official records
Book 1038 pages 238- 240
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 14.00, Total \$ 14.00,
Register of Deeds LINDA H. BENSON
Deputy Register LINDA H BENSON REGIST