

This Instrument Prepared By: Edge of the Smokies Association, Inc.
4860 Hooper Highway, Cosby, TN 37722

DECLARATION OF DEED RESTRICTIONS EDGE OF THE SMOKIES ASSOCIATION

This declaration, made this 1st day of Nov, 2015, by Edge of the Smokies Association, Inc., a Tennessee corporation, herein referred to as the Association.

WHEREAS, Association is the owner of all real property set forth and described in the certain Warranty Deed from this 2nd day Jan, 1998 to Edge of the Smokies Association, Inc., recorded in the Office of Cocke County, Tennessee, in Warranty Deed Book Volume 359 at Page 135, and is made part hereof and incorporated herein by reference; and

WHEREAS, all of the said property described in said Warranty Deed comprises in the aggregate Edge of the Smokies Association Inc., a subdivision (herein called *Subdivision*); and

WHEREAS, there are subdivided lots (herein called *Lots*) which are numbered Lots comprise in the aggregate the Subdivision and -

WHEREAS, Association is about to sell and convey said Lots and before doing so, desires to subject them to and impose upon mutual and beneficial restrictions, covenants, conditions and charges, hereinafter referred to as *Restrictions*, under a general plan or scheme of improvement for the benefits and complement of all of the Subdivision, and the future owner of said Lots;

NOW, THEREFORE, Association hereby declares that all of the said Lots are held and shall be held, conveyed, hypothecated or encumbered, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the Subdivision, improvement and sale of said Lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole. All of the Restrictions shall run with the

land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof, subject to such Restrictions.

1. APPLICABILITY:

A. These Restrictions shall apply to all subdivided individual owned numbered Lots and Association owned Lots.

2. TERMS:

These Restrictions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2025, after which time the same shall be extended for successive periods of ten (10) years each, unless instrument signed by a majority of the then owners of the Lots subject thereto has been recorded, agreeing to change the Restrictions in whole or in part, provided, however, that at any time before January 2, 2016, by the vote of 51% or more of all returned votes of all owners that have recorded their ownership of said property at the Cocke County Court House and have properly conveyed copy of said deed to the Edge of the Smokies Board. The Association reserves to itself, its successors and assigns, the right to revoke any time prior to sale of any Lots within the Subdivision all or any part of these Restrictions and further to vacate any and all streets, service driveways, parks, recreational facilities and any other amenity shown on the recorded plats, provided, however, that Association will not prevent access to or installation of utilities to any Lots that fronts utility easement.

3. EXCLUSIVE CAMPING USE AND IMPROVEMENT:

No Lot shall be used except for camping and or residential. Water will be available to all sites with existing connections except under emergency conditions, 365 days a year.

4. SIZE AND PLACEMENT OF STRUCTURES:

In order to preserve the natural quality and aesthetic appearance of the geographic areas within the Subdivision, all property lines shall be kept free and open to another and only decorative fences shall be permitted on any Lot. All property owners must allow a six inch (6") drip edge from the roof of their structure to the boundary line on all sides of their property.

5. GENERAL PROHIBITIONS AND REQUIREMENTS:

The following general prohibitions and requirements shall prevail as to the construction and activities conducted upon any Lot in the Subdivision.

- 1. No sewage or water disposal structures, systems, or operations, whether of a permanent or temporary nature shall be permitted on any lot unless prior written approval is secured from the Public Health Department.**
- 2. No drilling for water or digging of water wells shall be permitted on any numbered Lot.**
- 3. No animals or livestock of any description except usual household pets shall be kept on any numbered Lot.**
- 4. No stripped down, partially wrecked or junk mobile vehicles or sizable part thereof, and no discarded or abandoned material of any kind shall be parked or stored upon any Lot or along any service driveway, street, park area or community property within the Subdivision.**
- 5. No vehicle shall be parked on or along any street or service driveway or community property within the Subdivision except on designated parking areas of Lots. No commercial truck shall be parked on any Lot in the Subdivision except during deliveries or servicing.**
- 6. All Lots, whether occupied or unoccupied, and any improvements placed thereon shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot, or the objectionable accumulation of rubbish thereon.**

7. No noxious, offensive or illegal activities shall be carried on at any Lot nor shall anything be done on any Lot that shall become an unreasonable annoyance or nuisance to the neighborhood, nor shall any grease, cooking oils or animal fats be poured or spilled onto the ground within the Subdivision.

8. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot and no derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

9. Any structures or material on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or any other cause or act of God must be rebuilt or all debris removed and the Lot restored to a slightly condition with reasonable promptness provided, however, that in no event shall such debris remain longer than four (4) months. If not completed within this time frame and owner must submit a reason why and with the actual completion date of two (2) months or less. If incomplete at this time a \$100.00 a month fine will be charged and after a period of one (1) year, from first notification via certified mail, a lien will be placed on the property.

10. No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any Lot. No burning of any plastic or wax coated material (garbage) without a permit from the Fire Department. A copy of the fire permit must be delivered to the Board before igniting. A \$25.00 fine will be associated per occurrence without permit.

11. There shall be no access to any lot on the perimeter of the Subdivision except from designated streets or service driveways within the Subdivision.

12. No open fires of any kind shall be permitted on any Lot except within the confines of a masonry fireplace of acceptable design, or a barbeque pit of acceptable design, a clear space of ground encircled with large stones in an acceptable manner, a metal cooking device of acceptable design, or a metal brazier of acceptable design. All fires must be attended at all times and extinguished upon completion of use.

13. No camping of any kind shall be permitted on any easement area, or on any streets or service driveways. No more than one residential camping vehicle

and one tent shall be permitted on any Lot.

14. At no time and under circumstances shall the Association be held responsible for damage or loss due to theft, vandalism, fire, windstorm or any other cause or act of God.

6. VARIANCES:

17. All household pets which are permitted to enter upon or remain within the Subdivision must constantly be under the effective control of their owners. Animal fecal matter must be picked up and properly disposed.

7. EASEMENTS:

Association reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

A. Association has dedicated, or will dedicate, to Cocke County and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities over strips of land five (5) feet in width along rear of property lines and five (5) feet in width along the front property line of each Lot as noted on the plats.

Association reserves the right to not so dedicate to Cocke County and/or the utility company or companies such rights-of-way and easement areas where no such public utilities are required or desired.

B. Association reserves for itself, its successors and assigns, an exclusive easement for the installation and maintenance of service driveways and the like within the rights-of-way and easement areas, reserved and defined in Paragraph 9-A above.

C. On each Lot the rights-of-way and easement areas reserved by Association or dedicated to the public utility purposes shall be maintained continuously by the Lot Owner, but no structures, planting or other material shall be placed or

permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities. Improvements within such shall also be maintained by the respective Lot Owner except for those for which a public authority or utility company is responsible and except for any service driveways installed therein by Association. Any property Lot owner who blocks access to right-of-way will be the responsibility of Lot owner for necessary repair at their cost.

D. The lots in the Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

8. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES:

A. Each of the streets in the Subdivision designated on the recorded plats is a private street, and each of the service driveways therein is a private driveway, community area, recreational facility and other amenities within the Subdivision is private park area, facility or amenity, and neither Association's execution or recording of the plats nor any other act of Association with respect to the plats, is intended to be, or shall be construed as a dedication to the public of any said streets, service driveways, community areas, recreational facilities and amenities other than reflected therein. An easement for the use and enjoyment of each of said streets, service driveways and community areas reserved to Association, its successors, assigns and invitees.

B. The ownership of the recreation amenities within the Subdivision, which may include, but shall not be limited to swimming pools, clubhouse and adjacent grounds, community picnic areas, playground and play fields, and other community areas shall be in Association or its successors or assigns, and the use and enjoyment thereof shall be on such terms and conditions as Association, its successors or assigns, shall from time to time license.

9. EDGE OF THE SMOKIES ASSOCIATION, INC.

A. Every person who acquires title, legal or equitable, to any Lot in the Subdivision shall become a member of the Edge of the Smokies Association, Inc., a

Tennessee corporation, herein referred to as the *Association*. However, that such membership is not intended to apply to those persons who hold an interest in any such Lot merely as security for the performance of an obligation to pay money, e.g. mortgages, deeds of trust or real estate contract purchase. However, if such person should realize upon his security and become the real owner of a Lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in the Restrictions on owners of Lots within the subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets, service driveways, parks and other community areas within the Subdivision. The Association shall also be the means for promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets, service driveways, parks and other community areas and such other properties within the Subdivision as it may from time to time own or for which it may assume or accept responsibility.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation by law, including, but not limited to, the power to levy against any member of the Association a uniform annual charge per Lot within the Subdivision, the amount of said charge to be determined by the Board of Directors of the Association, herein referred to as the *Board*, after consideration of current maintenance needs, leasing fees and future needs of the Association, for the purposes set forth in its Articles of Incorporation, provided, however, that the uniform annual charge shall in no event be less than \$48.00 per Lot, and provided further, that no such charge shall ever be made against, or be payable by, the Association itself, or any corporation or corporation that maybe created to acquire title to, and operate, any swimming pool, clubhouse, clubhouse grounds, community picnic areas, playgrounds, playing field or other like community and recreational facilities within the Subdivision.

1. Every such charge so made shall be paid by member to the Association on or before the first day of November of each year, for the ensuing year. The Association shall fix the amount of the annual charge by Lot by the first (1st) day of

October of each year, and written notice of the charge shall be sent to each member, at the last known address furnished to the Association by each such member.

2. If any such charge not paid, when due, shall bear a monthly penalty charge of \$25.00, which will accumulate until dues and penalties are paid in full. The Association may publish the name of the delinquent member in a list of all delinquent members, or by any other means of publication; and the Association may file a notice that it is the owner of a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, which lien shall encumber the Lot in respect of which charge shall have been made. In addition to the remedy of lien foreclosure as provided by law, the Association shall have the right to sue for such unpaid charges, penalties, costs and reasonable attorney's fee, in any court of competent jurisdiction as for a debt owned by the delinquent member or members of the Association. Every person who shall become the owner of the title, legal and equitable, or any Lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of the Restriction.

3. The Association shall, upon demand at any time, furnish a receipt in writing signed by the treasurer of the Association certifying that the charges on a specific Lot have been paid or that certain charges against said Lot remain unpaid, as the case may be.

E. The Association shall be charged with the responsibility for the improvement and maintenance of the street, service driveways and common and recreational facilities within the Subdivision as designated on the plats thereof, and other property within the Subdivision as such streets, parks and properties shall have been conveyed to the Association.

F. The lien of a deed of trust representing a first trust placed upon any Lot for the purpose of permanent financing recorded in accordance with the laws of the State of Tennessee, shall be, from the date of recordation, superior to any and all liens provided in Item 8.

G. The Board of Directors shall have the right to suspend the voting rights, if any:

1. For a period during which any Association charge (including the charges and penalties, if any, assessed under Paragraph 9-D, 10, 11 of these Restrictions) owed by the member remains unpaid.

10. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE:

In the event an owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board, the Association shall have the right, through its agents and employees to enter said Lot and repair, maintain and restore the Lot to proper condition.

A. The Board shall first notify the owner of any such Lot, in writing, of its intent to so enter upon the premises for the purpose of performing such maintenance or violation correction in compliance with the provisions of these Restrictions and allow such owner thirty (30) days to accomplish such maintenance or violation correction before the Association will exercise its right to enter upon said Lot as empowered by these Restrictions.

B. The costs of such maintenance of violation correction shall be added to and become part of the annual charge to which such lot is subject.

11. Remedies:

A. The Association, Owner, or any party to whose benefit these Restrictions insure, may proceed at law.

B. The remedies hereby specified are cumulative and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party (or any estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

12. GRANTEE'S ACCEPTANCE:

The Grantee of any Lot subject to the coverage of the Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purpose thereof, whether from the Association or a subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all these Restrictions and the Agreements herein contained, and also the jurisdiction, rights and powers of the Association, and by such acceptance shall for himself, his heirs personal representatives, successors and assigns, covenant, consent and agree to and with the Association, and to and with the Grantees and subsequent owners of each of the Lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements, upon receipt of such.

13. RENTAL OR SALES:

No restrictions are placed herein with respect to the sale of Lots. Respect to the Association should be given upon sale of Lot as to the New Owners Identification. Absolute no renting of Lots (land or improved land) is permitted.

14. GENERAL WELFARE SUMATION:

A general plan or scheme of improvement for the benefits and complement of of all of the Subdivision and future owners. A registered letter will be sent to any owner not abiding by these Restrictions.

15. CAPTIONS

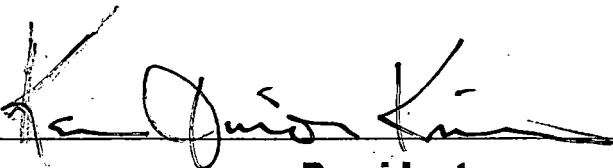
The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or feminine or to the neuter.

IN WITNESS WHEREOF:

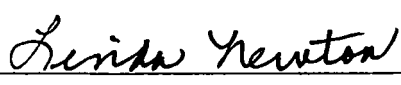
the Association has executed this Declaration the day and year first above written.

Edge of the Smokies Association, Inc.

(Corp Seal)

By 

President

Attest: 

Secretary

STATE OF Georgia

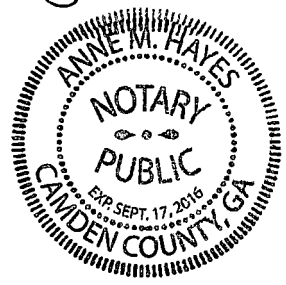
COUNTY OF Camden

Before me, a notary public of the state and county mentioned, personally appeared **KEN JUNIOR KNIGHT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be **president** of **Edge of the Smokies Association, Inc.**, the within named bargainor, a corporation, and that such **president**, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as **president**.

Witness my hand and official seal at office, this 26th day of July, 2016.

Anne M. Hayes
Notary Public

My Commission Expires 09/19/2016.



BK/PG: 1448/501-512
16007809

12 PGS:AL-RESTRICTIONS	
LINDA BATCH: 56160	07/29/2016 - 02:09:42 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	60.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	62.00

STATE OF TENNESSEE, COCKE COUNTY
LINDA BENSON
REGISTER OF DEEDS