

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in
 Note Book 43 Page 107 At 4:10 clock P. M. 3-27 .90
 Item No. 4222 Recorded True Book 169 Page 11
 State Tax _____ Fee _____ Recording 24.00 Ct. House Fund. 2.00
 Total 26.00 Receipt 7362

miscg:Meadow

Witness My Hand

Caryl Henderson
 Register

**DECLARATION
 OF
 PROTECTIVE AND RESTRICTIVE COVENANTS
 OF
 MEADOWBROOK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, that CONLEY T. MURRELL and wife, VICKY L. MURRELL, and LARRY G. WHALEY and wife, PAMELA WHALEY, hereinafter referred to as Developers, fee owners of the following described real estate located in the Sixth (6th) Civil District of Sevier County, Tennessee, being the real property now duly platted as Meadowbrook Subdivision, and being the same property conveyed to Developers by Warranty Deed of Mattie J. (Jewel) Ownby Pass and husband, Paul H. Pass, dated November 22, 1989, and of record in Warranty Deed Book 428, Page 332, in the Register's Office of Sevier County, Tennessee, enter into this Declaration of Protective and Restrictive Covenants this 26th day of March, 1990.

W I T N E S S E T H:

WHEREAS, the Developers are the owners of the above described property known as Meadowbrook Subdivision; and,

WHEREAS, the Developers desire that the lots in said subdivision be kept uniform, suitable and that their values and amenities be preserved as an inducement to prospective owners of such lots; and

WHEREAS, to accomplish this goal Developers desire to subject said Meadowbrook Subdivision to the covenants, restrictions, easements and provisions as hereinafter set out.

NOW, THEREFORE, for and in consideration of the values to be derived by the making hereof the Developers declare that the real property conveyed to them by Warranty Deed of Mattie J. (Jewel) Ownby Pass, Et Vir, dated November 22, 1989, and of record in Warranty Deed Book 428, Page 332, in the Register's Office of Sevier County, Tennessee, be and

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is hereafter known as Meadowbrook Subdivision in that the same be held, transferred, sold and occupied subject to the following protective and restrictive covenants, easements and other provisions, hereinafter referred to collectively as covenants, which shall run with the land:

1. Term. These covenants are to take effect immediately and shall be binding upon the Developers and all persons and entities claiming title under and through them until December 31, 2010, at which time the covenants shall be automatically extended for successive periods of 10 years each unless the majority of the then owners of the lot agree in writing, such writing being placed of record in the Register's Office of Sevier County, Tennessee, to alter, amend or terminate the covenants in whole or in part.

2. Severability. Invalidation of any one of the covenants shall have no affect of the remainder of the covenants which shall remain in full force and effect.

3. Land Use. All lots in the subdivision shall be known and designated as residential lots and shall be used only for that purpose. The said lots or any building erected thereon shall not at any time be used for the purpose of any trade, business, profit or commercial enterprise.

4. Exclusion of Multiple Dwellings. It is the intention of these restrictive covenants to exclude multiple family dwellings such as duplexes and apartments.

5. Building Type and Construction. (a) No more than one detached single family dwelling not to exceed 2-1/2 stories in height with a private garage shall be erected on each lot; provided, however, that one out building of a design and construction similar to that of the main residence shall be permitted.

(b) All dwellings shall be placed on a solid non-combustible foundation and must be weatherboarded, painted or better. No concrete blocks may be left visible and all roofing materials must be asphalt shingles of even quality or better.

6. Dwelling or Building Size. No dwelling or building shall be erected, altered or permitted to remain on any lot unless the dwelling or building has 1400 square feet of ground floor living space if a one story building and at least 1000 square feet of ground floor living space if a two story building. Basements, open porches, garages and carports shall not be considered in the square footage of the living area space.

7. Setbacks. No structure shall be located nearer than 30 feet from the front street property line as shown by the aforementioned plat of record in said Register's Office nor nearer than 20 feet from any other boundary line on any lot. It is the intent of the Developers that the actual property lines and not the paved street surface boundary be used as the point of reference for determining setbacks.

8. Easements. Easements of 5 feet in width are reserved along each side of interior lot lines and 7-1/2 feet on each rear lot line or as more particularly set forth the installation and maintenance of utilities and drainage. In the event a lot line is altered to increase the size of the lot prior to the actual installation of such utility, this easement shall attach to the new lot line and the easement on the old lot line shall automatically terminate.

9. Division of Lots. No lot may be re-subdivided so as to increase the number of lots in the Meadowbrook Subdivision; provided, however, lot lines may be altered or relocated so as to increase or decrease the size of such lot so long as such action does not increase the number of lots in said subdivision and that a plat reflecting such change of lot line is placed of record in said Register's Office.

10. Temporary Structures. No trailer, basement, tent, shack, garage or any other structure of a temporary character shall be used as a residence on any lot.

11. Excluded Structures. No trailers, mobile homes or moved in buildings shall be placed or maintained on any lot. Only those structures which are a product of on the site construction shall be erected or permitted to remain on any lot.

12. Nuisances. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood. This includes, but is not limited to, the depositing of rubbish, junked automobiles or automobiles not in an operating condition and other unsightly objects or waste.

13. Animals. No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs and cats may be kept provided they are not kept, bred or maintained for any commercial purpose.

14. Waste and Unsightliness. Normal residential trash and garbage shall be kept in sanitary covered containers and all incinerators or other equipment for storage and disposal of such materials shall be kept in a clean sanitary condition. No person shall place or store on any lot refuge, dumps, rock, concrete blocks, dirt or other building materials or other undesirable materials. Any person failing to comply with the provisions of this paragraph may be notified by the Developer or any lot owner to correct said procedure within 5 days, and if the same is not done the subject person shall pay the cost of the correction and be subject to injunctive process.

15. Signs. No signs of any kind shall be displaced to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or signs used by the builder to advertise the property during the construction and sale.