

## Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, is located in the Third Civil District of Sevier County, Tennessee, and is more particularly described as shown on map of record in Map Book LMS, Page 74, in the Register's Office of Sevier County, Tennessee.

### ARTICLE III

#### Basic Restrictive Covenants

**Section 1. Subdividing.** All lots in the subdivision shall be known and described as residential lots and may be re-subdivided into smaller lots with approval by the Sevier County Planning Commission, or its successor. Modification of residential lot lines may be permitted, with the prior consent of the Developer or their successor and the Sevier County Planning Commission, in order to correct problems caused by encroachments across lot lines, or where both affected lot owners agree and there is no substantial change in the character of the residential lots involved. No lot or part of a lot shall be used to access property outside or adjacent to the subdivision, unless approved by the Developer.

**Section 2. Exceptions.** Developer reserves unto themselves the right by written action to impose additional and separate restrictions or to grant exceptions, variances or waivers at the time of sale of any of the lots sold by them in this subdivision or thereafter, if the need shall so arise, which said additions, restrictions, exceptions, waivers and variances may not be uniform, but may differ as to different lots. During the Developer Control Period, or until they have assigned their rights hereunder, whichever shall first occur, Developer may amend these restrictions in their entirety, so long as the general plan of development of the subdivision is not changed.

**Section 3. Residential Environment.** The property in this subdivision shall be used for residential purposes only, though each property owner may maintain a garden upon his lot for his private, non-commercial use. No illegal noxious or offensive activity or excessively loud noise shall be permitted or carried on any part of the subdivision, nor shall anything be permitted or done therein which is or may become a nuisance or a source of discomfort or annoyance to the neighborhood or any of its residents; nor will goods or services be offered for sale to the public from any lot or other property of the subdivision, with the exception of a yearly garage sale. All undue or unnecessary loud noise in this subdivision is prohibited.

**Section 4. Vehicles.** No inoperable car, truck or other vehicle may be parked in the street or on any lot in this subdivision, except in a garage. No major vehicle repairs will be undertaken except in a garage. No trucks larger than one and one half (1 1/2) ton pickup variety shall be parked in this subdivision, except those reasonably necessary to complete approved improvements. Recreational vehicles and boats will be parked in garages or beside the buildings and as much as possible removed from the view of neighbors.

**Section 5. Signs.** No sign of any kind shall be displayed to the public view on any lot of the subdivision without the written permission of Developer, or their designated representative, with the exception of a small wooden sign denoting home ownership. Also allowed will be one sign of not more than five square feet advertising the lot for sale.

**Section 6. Animals.** No stables or other quarters shall be erected, maintained or used on any lot of the subdivision for stabling or accommodating any horses, cattle, swine, goats, sheep, or other non-domesticated animals; and such non-domesticated animals shall not be kept or maintained in the subdivision. All pets shall be kept on their owner's particular lot of the subdivision and shall not be offensive to neighbors. Breeding of pets or other animals for commercial purposes shall not be permitted.

**Section 7. Construction/Building Size.** When the construction of any improvement upon any lot of the subdivision has begun, work thereon shall be pursued diligently and continuously until the full completion thereof. During construction on any lot of the subdivision, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such lot from the access way only at such location as shall be approved by the Developer, and such vehicles shall not be parked at any time on the access way or ways or upon any property other than the lot on which the construction is proceeding.

During the construction phase of any improvements to any lot in the subdivision, at no time shall any owner, his employees or agents, expose the surface of the road to track machines or any other type of equipment which causes surface damage. Any and all road damage caused by any owner, his employees or agents, shall be the responsibility of such owner to promptly correct and repair.

Residences constructed on lots of the subdivision shall contain a minimum of 1000 square feet of heated floor space. In the event the Sevier County Health Department does not approve a 1,000 sq. ft. residence on any lot, then, and in such event, the minimum square footage shall be no less than the maximum square footage allowed by the Health Department. In residences with more than one level, the ground floor level, as viewed from the front of the structure, shall contain a minimum of 800 square feet of heated floor space.

**Section 8. Temporary Structures.** No trailer, mobile home, modular home, prefabricated home, shack, garage, temporary structures, or other outbuilding shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

**Section 9. Lot Care/Rubbish.** No lot or other property within the subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition and shall be kept out of public view.

**Section 10. Fences.** No chain link fences shall be allowed in the front yard of any lot.

**Section 11. Satellite Dishes.** Every effort should be taken to locate satellite dishes out of the view of other residents of the subdivision. Only the smaller type satellite dishes will be allowed, not exceeding four square feet in size.

**Section 12. Septic Treatment.** Unless and until a sewage treatment collection system shall be provided to serve the subdivision, a septic tank and drain field shall be placed in accordance with local health codes on each lot of the subdivision by the property owner. The septic tank and drain field will be properly maintained by the owner, and at no time shall sewage be discharged onto the open ground or into any drainage area or access way.

**Section 13. Maintenance of Natural Environment.** No development of, construction upon, nor improvement to any lot of the subdivision, which may reasonably involve the cutting or removal of live trees, may commence without prior approval by Developer or its designee of a tree-cutting plan submitted by the owner of such lot. In the event that Developer, or their designee, fails to approve or disapprove the plan within a period of thirty days following its submission, or if no litigation to enjoin the construction, development or improvement has been initiated prior to completion thereof, such approval shall not be required, and this covenant will be deemed to have been fully complied with. Neither the Developer, nor their designee shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Developer and their designee shall cease upon the expiration of the Developer Control Period. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument amending this Declaration of Covenants and Restrictions shall be executed by the owners of two-thirds of the lots in this subdivision and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by Developer. This restriction shall not apply to the cutting or removal of damaged trees which pose an imminent danger to the safety of persons or property. Failure to follow an approved plan or failure to submit a plan may subject the owner of the lot to the requirement by the Developer, or their designee, that such owner replace all trees cut or removed without approval with healthy trees, a minimum of fifteen feet in height, of like varieties as those cut or removed, such replacement to be completed within six months of the demand by Developer, or their designee.

**Section 14. Easements.** There is reserved a perpetual easement, as noted on the subdivision plat, for utility installation, maintenance, drainage, footpaths and roads. The Developer, for themselves and their successors and assigns, hereby reserves and is given a perpetual, alienable and reasonable easement, privilege and right, on, over and under the ground to erect, maintain and use electric wires, cables, conduits, drainage lines or drainage ditches, and other suitable equipment for drainage and for the installation, maintenance and transmission and use of electricity, telephone, lighting, heating, drainage and other conveniences or utilities on, in, over and under all of the easements shown on said subdivision plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a ten-foot strip inside all interior lot lines, and 20 feet on all exterior lot lines; and the Developer shall have the unrestricted and sole rights and power of alienating

and releasing the privileges, easements and right referred to in this paragraph the end of the Development Period.

**Section 15. Building Materials, Foundations & Roofing.** All dwellings shall have solid foundations of brick, stone or concrete block faced with brick, stone, stucco or wood. No T-111 siding or exposed block shall be allowed. All roofing must have a 6/12 pitch or steeper. In the event that the dwelling is not constructed of 100% log, or another product with a log look, then 30% of the face of the dwelling must be constructed of brick, stone, or simulated brick or stone. For the purposes of this restriction, the "face of the dwelling" will be defined as the side of the dwelling facing the Subdivision Road or Roads.

**Section 16. Occupancy and Rental.** No residence constructed on any lot in this subdivision may be occupied prior to its substantial completion. Rentals of any duration, including overnight rentals are allowed. No duplex residences, apartment houses, multiple family or group homes shall be erected or allowed to remain on any lot of the subdivision, and no building in this subdivision shall be converted into such prohibited use.

**Section 17. Lighting.** All outdoor lighting (except emergency lighting) shall be of low wattage, no greater than 40 watts, and it shall be turned toward the ground, and shall be shielded completely or by frosted (translucent) glass or plastic in all directions so that it does not shine directly toward neighbor's lots.

**Section 18. Roads.** The roads of the subdivision will be dedicated to and maintained by Sevier County, Tennessee.

**Section 19. Subdivision sign.** All lot owners shall be equally responsible for the maintenance, improvement or repair of the Subdivision sign located on Lot 7. An easement is hereby granted to all lot owners for ingress and egress to the sign by the shortest possible feasible route for said maintenance, improvement or repair.

#### ARTICLE IV Home Owners Association

**Section 1. Formation.** A Home Owners Association may be formed by the owners of the lots in the subdivision if they so decide.

**Section 2. Conflict with Developer Control Period.** The foregoing notwithstanding, nothing contained herein shall diminish or lessen the powers, rights and duties reserved by the Developer in this instrument.

#### ARTICLE V Additional Land and Annexation

**Section 1. Additional Land.** Developer reserves the right to add property to BURNING OAKS SUBDIVISION, whether now owned by Developer or hereafter acquired by Developer individually or with other persons. Therefore, the Developer reserves the right, at their sole option and sole discretion, to amend this Declaration so as to commence the enlargement of the subdivision and to submit such additional land, in whole or in part, to its terms and provisions.

#### ARTICLE VI General Provisions

**Section 1. Duration.** The Covenants and Restrictions set forth herein shall run with and bind all of the land included in the Property described in Article II hereof, and shall insure to the benefit of and be enforceable by the Developer, and the owners of any land subject to this Declaration, their respective successors, assigns, heirs, and personal representatives, for a period of twenty (20) years from the date hereof, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless the owners of at least three-fourths of the lots in the subdivision shall sign an instrument, or instruments in which they shall agree to change said Covenants and Restrictions in whole or in part, but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner of every lot at least ninety (90) days in advance of the action taken in authorizing said agreement.


**Section 2. Enforcement.** Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administration tribunal having jurisdiction over or against any person or persons, firm or corporation violation or attempting to violate or circumvent any Covenants, to enjoin such violating or threatened violation, and/or to recover damages, and against the land of any Member to enforce any lien created by this Declaration in any covenant herein contained failure by the Association or any Owner, or Member, to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

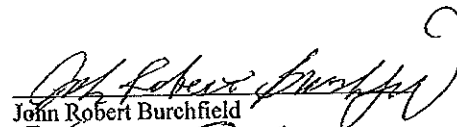
**Section 3. Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of competent jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.


**Section 4. Developer's Reserved Rights.** Notwithstanding any provision herein to the contrary, this Declaration shall be subject to:


- (a) The right of the Developer during the Developer Control Period or so long as the Developer is the owner of any lot or any property within the Development to execute all documents and take such actions and do such acts affecting the property as, in the Developer's sole discretion, are desirable or necessary to facilitate the general plan of development, or the actual construction or development of the property including, without limitation, the granting of waivers or variances.
- (b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water pipes, or any other utility service or drainage facility serving any lot within the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

  
 \_\_\_\_\_  
 Kevin Townsend

  
 \_\_\_\_\_  
 John Robert Burchfield

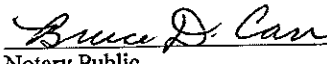
  
 \_\_\_\_\_  
 Chris Blanton

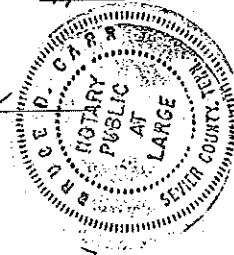
  
 \_\_\_\_\_  
 Kevin Blalock

STATE OF TENNESSEE  
 COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainer, Kevin Townsend, John Robert Burchfield, Chris Blanton and Kevin Blalock, with whom I am personally acquainted 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 4th day of November, 2003.

  
 \_\_\_\_\_  
 Notary Public



My Commission Expires: 7-27-2004

VOL: 1844/42-45  
 03059880

|                     |       |
|---------------------|-------|
| RC 4 PG BA1 27878   |       |
| 11/20/2003 04:26 PM |       |
| VALUE               | 0.00  |
| MTG TAX             | 0.00  |
| TRN TAX             | 0.00  |
| RMC FEE             | 20.00 |
| DP FEE              | 2.00  |
| REG FEE             | 0.00  |
| TOTAL               | 22.00 |

STATE OF TENNESSEE, SEVIER COUNTY  
 SHERRY ROBERTSON HUSKEY  
 REGISTER OF DEEDS

trfoot Way, Pigeon Forge, TN 37863\*Phone: 865-908-9109\*Fax: 865-908-9159

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BURNING OAKS SUBDIVISION**

(RE-RECORDED TO ADD FIRST PAGE)

This Declaration made this the 4th day of November, 2003, by **Kevin Townsend, John Robert Burchfield, Kevin Blalock and Chris Blanton**, hereinafter collectively called "Developer".

**WITNESSETH:**

**WHEREAS**, Developer is the owner of the real property known as BURNING OAKS SUBDIVISION, Phase I, as described and shown on Plat of record in Large Map Book 5, Page 74, in the Register's Office of Sevier County, Tennessee, and being the same property conveyed to Developer by Warranty Deed of record in Book 1524, Page 475 in said Register's Office; and

**WHEREAS**, Developer desires to impose certain Covenants, Restrictions, Easements and other derogations of title on said property for the purpose of maintaining the appearance of the property, to prevent nuisances, and to thereby secure to each property owner, the full benefit and enjoyment of their property, herein declaring the same to be for the benefit and enjoyment of their property, herein declaring the same to be for the benefit of said property and each and every owner of any and all parts thereof; and,

**WHEREAS**, Developer reserves the right to add property to the subdivision whether now owned by Developer or hereafter acquired by Developer, either individually or with other persons.

**NOW THEREFORE**, the Developer declares that the real property described on the above referenced map is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations, and liens (generally herein referred to as the "Declaration of Covenants and Restrictions") hereinafter set forth in order to provide an orderly plan of construction and development and to protect the common interests of the property owners. The following Covenants and Restrictions are hereby imposed and shall be covenants running with the land and shall be binding upon the Developer and all subsequent owners thereof in any capacity whatsoever.

**ARTICLE I  
Definitions**

The following words and terms, when used in this Declaration, (unless the context clearly shall indicate otherwise) shall have the following meanings:

- (a) "Developer" shall mean and refer collectively to **Kevin Townsend, John Robert Burchfield, Kevin Blalock and Chris Blanton**.
- (b) "Developer Control Period" shall commence on the date of the recording of these covenants and restrictions and shall mean a period of 5 years from the date following the first conveyance to a lot purchaser or the sale of the last lot in the subdivision (including the sale of lots in additional or annexed property) whichever is longer, but not to exceed 7 years.
- (c) "Lot" shall mean and refer to any improved or unimproved plot, tract or lot of land shown upon any recorded final subdivision map of any part of the property.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons, firms associations, corporations, or other legal entities, of the fee simple title to any lot situated upon the Property; but notwithstanding any applicable interest thereof of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.
- (e) "Property" shall mean and refer to the existing property as shown on plat of record in Large Map Book 5 Page 74 in the Sevier County Register's Office.

**ARTICLE II**

1

## Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed, leased, and occupied, subject to this Declaration, is located in the Third Civil District of Sevier County, Tennessee, and is more particularly described as shown on map of record in Map Book LM5, Page 74, in the Register's Office of Sevier County, Tennessee.

### ARTICLE III Basic Restrictive Covenants

**Section 1. Subdividing.** All lots in the subdivision shall be known and described as residential lots and may be re-subdivided into smaller lots with approval by the Sevier County Planning Commission, or its successor. Modification of residential lot lines may be permitted, with the prior consent of the Developer or their successor and the Sevier County Planning Commission, in order to correct problems caused by encroachments across lot lines, or where both affected lot owners agree and there is no substantial change in the character of the residential lots involved. No lot or part of a lot shall be used to access property outside or adjacent to the subdivision, unless approved by the Developer.

**Section 2. Exceptions.** Developer reserves unto themselves the right by written action to impose additional and separate restrictions or to grant exceptions, variances or waivers at the time of sale of any of the lots sold by them in this subdivision or thereafter, if the need shall so arise, which said additions, restrictions, exceptions, waivers and variances may not be uniform, but may differ as to different lots. During the Developer Control Period, or until they have assigned their rights hereunder, whichever shall first occur, Developer may amend these restrictions in their entirety, so long as the general plan of development of the subdivision is not changed.

**Section 3. Residential Environment.** The property in this subdivision shall be used for residential purposes only, though each property owner may maintain a garden upon his lot for his private, non-commercial use. No illegal noxious or offensive activity or excessively loud noise shall be permitted or carried on any part of the subdivision, nor shall anything be permitted or done therein which is or may become a nuisance or a source of discomfort or annoyance to the neighborhood or any of its residents; nor will goods or services be offered for sale to the public from any lot or other property of the subdivision, with the exception of a yearly garage sale. All undue or unnecessary loud noise in this subdivision is prohibited.

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#### **ARTICLE IV Home Owners Association**

**Section 1. Formation.** A Home Owners Association may be formed by the owners of the lots in the subdivision if they so decide.

**Section 2. Conflict with Developer Control Period.** The foregoing notwithstanding, nothing contained herein shall diminish or lessen the powers, rights and duties reserved by the Developer in this instrument.

#### **ARTICLE V Additional Land and Annexation**

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**Section 2. Enforcement.** Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administration tribunal having jurisdiction over or against any person or persons, firm or corporation violation or attempting to violate or circumvent any Covenants, to enjoin such violating or threatened violation, and/or to recover damages, and against the land of any Member to enforce any lien created by this Declaration in any covenant herein contained failure by the Association or any Owner, or Member, to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

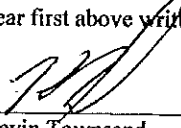
**Section 3. Severability.** Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court of competent jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

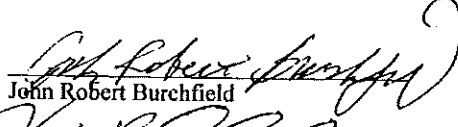
**Section 4. Developer's Reserved Rights.** Notwithstanding any provision herein to the contrary, this Declaration shall be subject to:

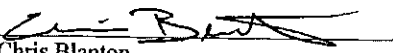
(a) The right of the Developer during the Developer Control Period or so long as the Developer is the owner of any lot or any property within the Development to execute all documents and take such actions and do such acts affecting the property as, in the Developer's sole discretion, are desirable or necessary to facilitate the general plan of development, or the actual construction or development of the property including, without limitation, the granting of waivers or variances.


(b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water pipes, or any other utility service or drainage facility serving any lot within the Property or any portion thereof.

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first above written.

  
 \_\_\_\_\_  
 Kevin Townsend

  
 \_\_\_\_\_  
 John Robert Burchfield


  
 \_\_\_\_\_  
 Chris Blanton

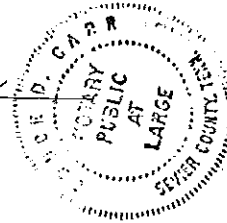
  
 \_\_\_\_\_  
 Kevin Blalock

STATE OF TENNESSEE  
 COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainer, Kevin Townsend, John Robert Burchfield, Chris Blanton and Kevin Blalock, with whom I am personally acquainted 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 4th day of November, 2003.

  
 \_\_\_\_\_  
 Notary Public



My Commission Expires: 7-27-2004

VOL: 1844/42-45  
 03059880

|                     |
|---------------------|
| RC 4 PG BA: 27878   |
| 11/20/2003 04:26 PM |
| VALUE 0.00          |
| MIG TAX 0.00        |
| TRN TAX 0.00        |
| REC FEE 20.00       |
| DP FEE 2.00         |
| REG FEE 0.00        |
| TOTAL 22.00         |

STATE OF TENNESSEE, SEVIER COUNTY  
 SHERRY ROBERTSON HUSKEY  
 REGISTER OF DEEDS

VOL: 1850/810-814  
 03061409

|                     |
|---------------------|
| RC 5 PG BA: 28549   |
| 12/03/2003 08:05 AM |
| VALUE 0.00          |
| MIG TAX 0.00        |
| TRN TAX 0.00        |
| REC FEE 25.00       |
| DP FEE 2.00         |
| REG FEE 0.00        |
| TOTAL 27.00         |

STATE OF TENNESSEE, SEVIER COUNTY  
 SHERRY ROBERTSON HUSKEY  
 REGISTER OF DEEDS

: 865-908-9159

mfm:restrict.burningoaks,phase2(10-10-07).covenants

BK/PG: 2945/648-650

07062132

|                       |       |
|-----------------------|-------|
| 3 PGS : RESTRICTIONS  |       |
| BATCH: 117023         |       |
| 10/31/2007 - 03:57 PM |       |
| VALUE                 | 0.00  |
| MORTGAGE TAX          | 0.00  |
| TRANSFER TAX          | 0.00  |
| RECORDING FEE         | 15.00 |
| DP FEE                | 2.00  |
| REGISTER'S FEE        | 0.00  |
| TOTAL AMOUNT          | 17.00 |

STATE OF TENNESSEE, SEVIER COUNTY  
SHERRY ROBERTSON HUSKEY  
REGISTER OF DEEDS

**BURNING OAKS**

**PHASE 2**

**ADOPTION AND AMENDMENT OF RESTRICTIVE**

**COVENANTS**

**WHEREAS, KEVIN TOWNSEND, KEVIN BLALOCK and CHRIS BLANTON** of Sevier County, Tennessee, (collectively the Developers) declare that they are the present owners and developers of Burning Oaks, Phase 2 as shown by plat of record in Large Map Book 7, Page 165 in the Register's Office of Sevier County, Tennessee; and,

**WHEREAS,** the Developers want to place certain restrictions on said Burning Oaks, Phase 2 for the protection of the Developers and those who may hereafter acquire title to lots in such Subdivision.

**NOW, THEREFORE,** Developers make the following Declaration:

1. Except as hereinafter provided, Burning Oaks, Phase 2 shall henceforth be subject to the restrictive covenants applicable to Burning Oaks, Phase 1 of record in Volume 1844, Page 42, and re-recorded in Volume 1850, Page 810, both in the Register's Office of Sevier County, Tennessee. Said restrictive covenants are incorporated herein by reference, shall run with the land and shall be binding upon the Developers and all subsequent owners of Lots in Burning Oaks, Phase 2.

2. Section 7 of the Declaration of Covenants as it pertains to Burning Oaks, Phase 2, is hereby specifically amended to provide that residences constructed on lots of Burning Oaks, Phase 2 shall contain a minimum of 1,400 square feet of heated floor space. In the event the Sevier County Health Department does not approve a 1,400 square foot residence on any lot, then, and in such event, the minimum square footage shall be no less than the maximum

Law Offices  
SYKES &  
WYNN, PLLC  
A. Randolph Sykes  
Lanning Wynn

113 Joy Street  
Sevierville, Tennessee  
37862

square footage allowed by the Health Department. In residences with more than one level, the ground floor level, as viewed from the front of the structure, shall contain a minimum of 1,000 square feet of heated floor space.

3. Section Fourteen (14) of the Declaration of Covenants is hereby specifically amended to provide that a 10 ft. easement is reserved over and across the back line of Lots 59, 60 and 61 adjacent to the cemetery for ingress and egress to and from the northern section of the cemetery and the southern section of the cemetery for gravesite excavation, preparation and maintenance.


4. The right to enforce each of these restrictive covenants as to Burning Oaks, Phase 2 is vested in the owners of all platted tracts of Burning Oaks, Phases 1 and 2, and any such lot owner shall have the right at any time to compel compliance with these restrictive covenants, or any of them, or to prevent the violation of any of them, by instituting an action at law or a suit in equity for injunctive or other relief.

5. Developers retain and make applicable those "Developer's Reserved Rights" as set forth in Article VI (4) of the Declaration of Restrictions.

6. Invalidation of any one of the restrictive covenants by judgment or court order will not affect any of the other provisions hereof, which shall remain in full force and effect.

**IN WITNESS WHEREOF**, Developers have set their signatures to this Adoption and Amendment of Restrictive Covenants this the 23<sup>rd</sup> day of October, 2007.

  
\_\_\_\_\_  
KEVIN TOWNSEND

  
\_\_\_\_\_  
KEVIN BLALOCK

  
\_\_\_\_\_  
CHRIS BLANTON