

Prepared by:
A. R. Sykes, Atty
142 Court Ave.
Sevierville, TN 37862

**RESTRICTIVE COVENANTS
FOR EDEN SHORES**

The Undersigned Darrell Catlett and wife, Reba Catlett, are the owners of real property in the Eighth Civil District of Jefferson County, Tennessee, as acquired by deeds of record in the Jefferson County Register's Office in Deed Book 151, at Page 95, and Deed Book 154, at Page 192; the property described in said deeds being shown on Jefferson County Tax Map 088 as Parcels 5, 6 and 13, and Tax Map 088k, Group C, as Parcel 16. Other documents supporting Owner's title are of record in said Register's Office in Deed Book 315, at Page 55, Deed Book 285, at Page 1, 250, at Page 110, Deed Book 250, at Page 114 and Deed Book 183, at Page 281.

The owners intend to sell designated tracts of said property as being in the EDEN SHORES DEVELOPMENT at public auction on June 12, 1993, and do intend to impose these restrictive covenants upon the tracts in said development or any other property the deed for which contains a reference to these covenants.

These restrictive covenants shall remain in full force and effect for a period of ten (10) years, to be extended automatically thereafter for additional consecutive ten year terms, unless modified or terminated by a majority of the then Tract owners in writing and recorded at any time after the first two (2) years.

These restrictive covenants shall not apply to the following tracts if sold as a block to one contract purchaser at the auction sale as evidenced by deed from the above named owners dated June 12, 1993:

- Block "A" being Tracts One (1) through Six (6)
- Block "B" being Tracts Eleven (11) through Fifteen (15)
- Block "C" being Tracts Seven (7) through Fifteen (15)
- Block "D" being Tracts Eighteen (18) through Twenty (20)

COVENANTS:

1: All Tracts are designated as and can only be used as residential property.

2: Any residence or other residential structure on Tracts One (1) through Twenty (20) must be constructed on site using conventional building techniques, with each residence, apartment or residential unit of any nature, to contain a minimum of 800 square feet interior heated floor space with no exposed concrete blocks or open crawl spaces.

3: Mobile homes, modular or pre-fabricated homes shall be permitted on Tracts Twenty-one (21) through thirty-one (31), provided that the owner must have proof by title, statement of origin, manufacturer's bill of sale or otherwise that the home was no more than four (4) years old on the date it was moved onto the property. This proof of age shall not be required after the unit has been on the property for 180 days, absent pending litigation on this issue.

4: Mobile homes and other residential units as described in Paragraph No. three (3), above, shall be underpinned with wheels removed, have permanent utility connections and be landscaped and maintained in accordance with other properties in the development.

5: On site construction of a residential unit on any Tract must meet the requirements of Paragraph No. two (2), above.

6: Garages, sheds, porches and other out-buildings must be in keeping with the other structures on the property.

7: Recreational vehicles can be used on any Tract (park models limited to Paragraph No. 3, above) provided that they must be used only in their transient nature with no permanent amenities of any kind other than a parking area and RV type utility hook-ups. This RV use shall not exceed 210 days per calendar year, with the RV otherwise removed from the property.

8: Personal property other than porch and lawn furniture, vehicles, landscaping items, or other items normally kept out doors, must be kept out of sight inside a structure (no appliances on the porch, etc.)

9: All tract owners and their accompanied guests shall have the use of the lake access adjacent to Tract 16 off of Foxfire Way.

10: Adequate off-street parking must be provided on any Tract with an existing residential use. Vehicles shall not be parked on road right-of-ways except in emergencies.

11: No building or other improvement other than landscaping can be constructed within fifteen (15) feet of the edge of the right of way for a development road. This setback does not prohibit septic system drain fields or wells.

12: A Ten (10) foot easement for the installation and maintenance of utilities is reserved on each Tract adjacent to all road right-of-ways, as well as a five (5) foot easement for the same purpose on each tract along all tract boundaries between different owners.

13: All roads in the Eden Shores Development are private and can be used for access to all the property in the development. The Owner/s of each tract (or each tract in any future subdivision of any present Tract) shall be obligated to pay a \$50.00 per Tract road maintenance and upkeep fee on or before the 1st day of July of each calendar year. These fees shall be paid to any Owner's Association for the Eden Shores Development established upon democratic principles with evidence of existence recorded in the Jefferson County Register of Deed's Office prior to June 1, 1994. Otherwise, these fees shall be paid to the Owner's Association for the adjacent and surrounding Buckhorn Subdivision if democratic membership rights are offered by recorded document. If no Association claims these funds, they must be paid if an Association is later activated per the above, provided that any Association can only collect these fees in arrears for two years prior to activation. Lien Rights for the collection of these fees are here reserved for any such Association, in the nature and character of Property taxes, subject only to the purchase money mortgage deeds of trusts resulting from closing of the sales at the above referenced auction.

14: All Tracts can be subdivided, subject to governmental regulatory approval where required.

Signed this 11th day of June, 1993, by Darrell Catlett, owner, and Debra Chambers in her capacity as Receiver for Reba Faye Catlett (a/k/a Reba Catlett) co-owner with Darrell Catlett as Tenants by the Entireties. The authority of Debra Chambers is set forth in the Orders of the Court in Sevier County, Tennessee, Chancery Cause #93-2-030, a certified copy of the Order approving this sale being of record in the Jefferson County, Tennessee, Register of Deed's Office in Misc. Book 88 at Page 647.

Darrell Catlett
Darrell Catlett

Debra Chambers
Debra Chambers, Receiver for
Reba (Faye) Catlett

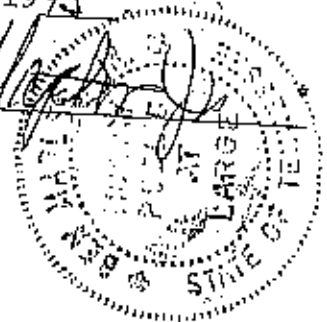
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state DARRELL CATLETT, the within named bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office, in the aforesaid county, this the 11th day of June, 1993

Darrell Catlett
NOTARY PUBLIC



My Commission Expires: 3/22/94

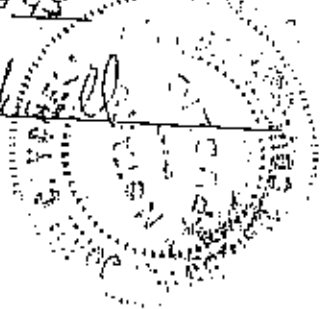
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public in and for said county and state DEBRA CHAMBERS, in her capacity as Court appointed Receiver for Reba (Faye) Catlett, the within named bargainers, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained, she being so authorized to do.

WITNESS my hand and official seal at office, in the aforesaid county, this the 11th day of June, 1993

Debra Chambers
NOTARY PUBLIC



My Commission Expires: 7-19-94

STATE OF TENNESSEE, JEFFERSON COUNTY

The foregoing instrument and certificate were noted
Note Book 24 Pa. 298 1320-Book P. 6-11 1993
and recorded in Misc 88 Pa. 668
State Tax _____ Recording F. 12.00 C.H. 1.00
Total \$ 13.00
Witness _____
Receipt No. 20354
Sarah Wick
Registrar