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Restrictions - Myrtle Arrowood Estate  
Tax Map 73, Parcel 82.05

2 PGS : AL - RESTRICTIONS	
LINDA BATCH: 7269	
07/26/2005 - 09:31 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, COCKE COUNTY

LINDA BENSON  
REGISTER OF DEEDS

**DECLARATION OF RESTRICTIVE COVENANTS  
OF THE  
MYRTLE ARROWOOD ESTATE**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 5th day of JULY, 2005, by L. EUGENE ARROWOOD, EXECUTOR OF THE ESTATE OF MYRTLE B. ARROWOOD, (the "Owners" and the "Developer").

**WITNESSETH:**

**WHEREAS**, the Owner owns certain real property (the "Property") located in Cocke County, Tennessee, said real property being more particularly described in **Deed Book 66, Page 244 and Deed Book 180, Page 75**, both in the Register's Office for Cocke County, Tennessee and shown on map of record in **Map Cabinet D, Slide 98**, in the Register's Office for Cocke County, Tennessee, and incorporated herein by reference; and

**WHEREAS**, the Owner intends to subdivide the property into a subdivision (the "Subdivision") to be known as the **MYRTLE ARROWOOD ESTATE**; and

**WHEREAS**, it is for the interest, benefit and advantage of the Owner, the Developer and each and every person or entity that shall hereafter acquire any lot or tract or any portion of any lot or tract in the Subdivision, or any resubdivision thereof, (all such lots or tracts being collectively referred to as the "Lots or Tracts" and individually referred to as a "Lot" or "Tract") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Lots or Tracts or portions of said Lots or Tracts in the Subdivision, the Owners do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots or Tracts and portions of said Lots or Tracts, and to all persons owning any of said Lots or Tracts or portions thereof, hereafter. These restrictive covenants shall become effective upon the recording of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of seventy-five (75%) percent of owners of Lots or Tracts (then subject to this Declaration) within the **MYRTLE ARROWOOD ESTATE**, with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such majority. Should any lots or tracts be re-subdivided in accordance with the provisions herein, the resulting lots or tracts shall also carry one vote.

1. The use of the land in the **MYRTLE ARROWOOD ESTATE** shall not be restricted except as hereinafter provided, provided however that no illegal, obnoxious, or offensive activity or trade which may be deemed detrimental or annoying to the adjacent land owners shall be permitted

2. **BUILDING TYPE.** (a) All buildings shall have a solid foundation, except porches and decks may be on isolated piers. Outside finish of buildings shall be of log, wood siding, stucco, stone, brick, vinyl siding, factory finished metal sheeting or better with no exposed common concrete block or cinder block. (b) Barns and out buildings to have a neat and finished appearance.

3. **LAND USE.** (a) All lots shall be used for residential, agricultural and commercial purposes only. No single wide mobile homes, trailers, shacks or tents shall be erected on or moved onto any lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be

permitted. New doublewide mobile homes are allowed as long as they are underpinned and set up on a permanent basis. However, newer recreational vehicles (RV's) may be used as a temporary residence not to exceed sixty (60) consecutive days per year, and may not be set up on a permanent basis, nor may wheels be removed for such purpose

**4. MAINTENANCE OF LOT.** No owners may maintain junkyards, inoperative vehicles, or outside toilets on any portion of the property restricted herein. No owner shall allow trash, construction debris or other refuse to accumulate such as to cause odor, eyesore or so as to pose a fire hazard. All owners shall keep their lots or tracts clean and free from debris and junk at all times. No inoperative vehicles shall be stored on any portion of the property.

**5. BUILDING LOCATION.** Minimum building setback requirements are as noted on the recorded plat. It is the intent of the Owner that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks.

**6. EASEMENTS.** Utility and drainage easements as noted on recorded plat are retained for the benefit of all lot or tract owners and for public utility companies for drainage and for installation and maintenance of public utilities, such easements being located along all boundary lines between lots or tracts and adjoining landowners. This easement will automatically terminate along interior lot or tract lines in the event one owner owns multiple lots or tracts and a structure is built across the interior lot or tract lines of the lots or tracts that are grouped together under common ownership.

**7. FENCES.** All fences and fence rows shall be kept properly trimmed and maintained.

**8. SUBDIVISION.** Any resubdivision of lots or tracts must meet Cocke County Health Department and Newport Planning Commission rules and regulations, and any other governmental authority having jurisdiction over said property, roads or utilities.

**9. ENFORCEMENT.** In the event of any violation of these restrictions, any lot or tract owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both. The prevailing party in any such litigation shall be entitled to reasonable attorney fees and other costs of enforcement.

**IN WITNESS WHEREOF**, the Owners have caused this Declaration to be executed on the day and date first above written.

THE ESTATE OF MYRTLE B. ARROWOOD

BY: *L. Eugene Arrowood*  
L. EUGENE ARROWOOD, EXECUTOR

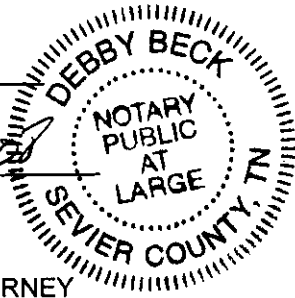
STATE OF *Tennessee*  
COUNTY OF *Sevier*

Personally appeared before me, the undersigned, a Notary Public, **L. EUGENE ARROWOOD**, 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, and who further acknowledged that he is the **EXECUTOR** of the maker, **THE ESTATE OF MYRTLE B. ARROWOOD** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this *8<sup>th</sup>* day of *July*, 2005.

*Debby Beck*  
NOTARY PUBLIC

My Commission expires: *2-19-08*



PREPARED BY:  
CHARLIE R. JOHNSON, ATTORNEY  
JOHNSON, MURRELL & ASSOCIATES, P.C.  
150 COURT AVENUE  
SEVIERVILLE, TN 37862

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