

This Instrument Prepared by:

Gregory C. Logue
WOOLF, McCLANE, BRIGHT,
ALLEN & CARPENTER, PLLC
900 Riverview Tower
900 S. Gay Street
Knoxville, Tennessee 37902-1810
(423) 215-1000

Miscellaneous Book 33, page 100
Miscellaneous Book 34, page 175

**SKY HARBOR SUBDIVISION
AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions is made and entered into this 15 day of June, 1998, by SKY HARBOR PROPERTY OWNERS ASSOCIATION, INC., and having been approved by a majority of the owners in Sky Harbor Subdivision to be effective on August 1, 1998 and thereafter.

WITNESSETH

WHEREAS, Tennessee Mini-Farms, Inc., a Tennessee corporation, developed the Sky Harbor Subdivision and executed and recorded Declarations of Covenants, Conditions and Restrictions applicable to Sky Harbor Subdivision (partially platted as Hidden Valley), Sevier County, Tennessee on August 25, 1972, and said restrictions are of record in Miscellaneous Book 33, page 100 in the Register's Office for Sevier County, Tennessee; and

WHEREAS, Tennessee Mini-Farms, Inc. recorded an addendum to said restrictive covenants on October 12, 1972, and said addendum is recorded in Miscellaneous Book 34, page 175 in the Register's Office for Sevier County, Tennessee; and

WHEREAS, the second numbered Article XIX in the above-referenced restrictions recites that "these restrictions can only be modified or removed or changed with prior written approval of the Developer or Board of Governors and concurred in by a majority of the lot owners;" and

WHEREAS, on February 1, 1997, the Board of Directors of Sky Harbor Property Owners Association, Inc. approved changes to the Covenants, Conditions and Restrictions as set forth herein, and at that time started the process of soliciting the approval of a majority of the lot owners; and

WHEREAS, a majority of the property owners of Sky Harbor Subdivision have now approved the changes to the Covenants, Conditions and Restrictions set forth herein.

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NOW, THEREFORE, Sky Harbor Property Owners Association, Inc., representing that a majority of the owners of lots in the Sky Harbor Subdivision have approved these changes, declare that this document shall constitute the Declaration of Covenants, Conditions and Restrictions for Sky Harbor Subdivision and shall replace the documents of record in Miscellaneous Book 33, page 100 and Miscellaneous Book 34, page 175, and shall henceforth be the Covenants, Conditions and Restrictions applying to all lots in Sky Harbor Subdivision whenever sold or to be sold and conveyed subject to the following easements, restrictions, covenants and conditions, which said easements, restrictions, covenants and conditions shall run with the property and be binding on all parties having any right, title or interest in or to said property or any portion thereon, their heirs, executors, administrators, legal representatives, successors and assigns and which shall endure to the benefit of each owner thereof.

**ARTICLE I
AUTHORITY OF SKY HARBOR PROPERTY
OWNERS ASSOCIATION, INC. AND
BUILDING AND PLAN APPROVAL**

Enforcement of these restrictions and covenants is the responsibility of the Sky Harbor Property Owners Association, Inc. All lot owners shall be members of the Association. This section shall in no way diminish the right of each lot owner to enforce these restrictive covenants. Lot owners shall not have the right to sue Sky Harbor Property Owners Association, Inc. for any alleged failure to enforce these restrictive covenants, or for any alleged failure to repair and maintain roads as set forth in Article XIII.

No building, fence or structure of any kind shall be erected, placed or altered on any lot until such time as plans showing the overall dimensions of a particular structure have been submitted to and approved by Sky Harbor Property Owners Association, Inc. No clearing of any lot, clearing of timber, excavation, construction or activity of any kind whatsoever shall begin without written permission of Sky Harbor Property Owners Association, Inc. Sky Harbor Property Owners Association, Inc. shall have the right, but not the obligation to create and appoint members to an Architectural Control Committee consisting of not less than three members of the Association. The Architectural Control Committee may be delegated the duty of approving plans as described above.

The Architectural Control Committee is bound by the exceptions set forth in Article XIX, and its authority is limited so that it may deny plans only if they do not meet any requirement or covenant set forth herein. Permission will be granted or denied within three working days of application.

ARTICLE II BUILDING SETBACK

No portion of any building or structure shall be located on any lot nearer than twenty feet to the front lot line. No portion of any dwelling or any other building or structure shall be located nearer than ten feet to any interior lot line. A variance may be granted by the majority vote of the Board of Directors of Sky Harbor Property Owners Association, Inc. to vary from the above setback requirements if the Board of Directors shall find that a variance may be granted without material interference to the property and rights of enjoyment of adjoining lot owners.

ARTICLE III UTILITY AND IMPROVEMENT EASEMENTS

The provisions of any municipal, county, or planning region subdivision regulations shall take priority over the terms and provisions of this section.

Each interior lot line of each lot is the center line of a ten-foot utility and drainage easement. There is also a five-foot easement on every lot for the purpose of improvement of drainage, and the improvement of power and utility easements, and for the widening of any road for the improvement of the overall subdivision.

ARTICLE IV BUILDING COMPLETION

All buildings and other structures must be completed within one year after the commencement of construction, except in such cases where completion is impossible, or has been delayed by strikes, fires, national emergencies, or acts of God. Sky Harbor Property Owners Association, Inc. may seek injunctive relief to have the incomplete structure removed at the owner's expense.

**ARTICLE V
UNSIGHTLY OBJECTS**

All fuel tanks or other unsightly objects shall be screened from public view. All trash or garbage shall be removed and disposed of in a proper manner.

**ARTICLE VI
PRESERVATION OF TREES**

With the exception of clearing underbrush, no living trees shall be removed from any lot without written permission of Sky Harbor Property Owners Association, Inc.

**ARTICLE VII
PARKING**

A minimum of two parking spaces for automobiles must be provided for each lot, and must be completed before any dwelling on the lot is occupied.

**ARTICLE VIII
DRIVEWAY OR ROAD EXTENSION INTO ANY
AREA OTHER THAN SKY HARBOR**

No owner of any lot shall permit a road or driveway to cross any lot to adjoin an area not within Sky Harbor Subdivision.

**ARTICLE IX
EXTERIOR FINISH OF BUILDINGS**

Concrete blocks used in construction must be finished so they are not exposed in any foundation, chimney or exterior wall. The Sky Harbor Property Owners Association, Inc., or the Architectural Control Committee as set forth in Article I, as the case may be, shall be vested with authority for approval of concrete finish and to determine compliance with this Article IX.

**ARTICLE X
ILLEGAL AND OFFENSIVE ACTIVITY**

Illegal activity shall not be permitted on any lot. Animals, livestock or poultry of any kind shall not be raised, bred or kept on any lot, except that dogs, cats, and domestic household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Ponies, horses, cattle, swine, or poultry are not to be considered household pets. All household pets shall be kept on the lot of their owners at all times so they are not free to roam the subdivision.

**ARTICLE XI
RESUBDIVISION**

No lot may be resubdivided so as to make any lot smaller than shown on the recorded plat of record. No more than one dwelling may be erected or maintained on any lot.

**ARTICLE XII
SIGNS**

Notwithstanding the foregoing, a lot owner may place a sign on any lot advertising said lot for sale. No signs of any kind shall be displayed to the public view on any lot, or any joint right-of-way, or road without the written permission of the Sky Harbor Property Owners Association, Inc. Notwithstanding the foregoing, lot owners may display small wooden signs if said sign is not more than five square feet in size.

**ARTICLE XIII
LOT MAINTENANCE AND ROAD MAINTENANCE**

Lot owners shall keep all lots free from becoming unsightly or degrading to the surrounding neighborhood. Sky Harbor Property Owners Association, Inc. shall have the right to enter upon any lot for the purpose of cutting grass and clearing debris or underbrush if it is reasonably required, and said Association shall charge the lot owner the cost of the expense. Sky Harbor Property Owners Association, Inc. shall levy an annual assessment due August 1, beginning August 1, 1998. The annual assessment shall become a lien against each lot and may be enforced by legal action if necessary. The annual assessment beginning August 1, 1998 shall

be \$75.00 per year for each unimproved lot, and \$125.00 per year for each improved lot. The Association shall also have the authority to levy a late fee on or after September 1 of any year in the amount of \$15.00 for an unimproved lot, and \$30.00 for an improved lot. The fee will be used by the Sky Harbor Property Owners Association, Inc. primarily for the maintenance of roadways and may also be used for the overall security of the development, and the maintenance of various amenities to be located in the development, and for any other purpose consistent with the Bylaws of the Association. Sky Harbor Property Owners Association, Inc. may increase this fee annually in an amount not more than 4% of the previous year maintenance fee assessment. Increases must be approved by a majority of the board of directors of Sky Harbor Property Owners Association, Inc. at a board meeting to be held some time prior to the assessment being levied in August of the same year.

ARTICLE XIV BUILDING MINIMUM SQUARE FOOTAGE REQUIREMENTS

Except as set forth in Article XIX, the minimum number of square feet and finished living area in each single-family dwelling shall be 850 square feet excluding carports, garages, breezeways, open decks or sun porches. Sky Harbor Property Owners Association, Inc. shall have the right to seek injunctive relief for any building which does not meet the above requirements.

ARTICLE XV COMMERCIAL BUSINESS PROHIBITED

All tracts shall be used for single-family residential purposes and no duplexes, multi-family or group houses are allowed except as stated in Article XIX. No shop, store, factory, saloon or active business or commercial enterprise of any kind or nature whatsoever shall be erected, suffered or licensed to exist on any lot.

Dwellings may be rented for any length of time including overnight rentals.

**ARTICLE XVI
BEACH AND LAKE PRIVILEGES**

It is expressly herewith stated and understood that there are beach and lake privileges for all lot owners extending 30 feet away from the water's edge in front of lots 301, 302, 303, 304, and 305. Fishing is permitted for property owners and guests.

**ARTICLE XVII
SEPTIC TANKS**

Any septic tanks placed on any lot shall conform to minimum standards of state and county health authorities.

**ARTICLE XVIII
ENFORCEMENT OF RESTRICTIVE COVENANTS**

Enforcement of these restrictive covenants shall be by proceedings in the Circuit or Chancery Court for Sevier County, Tennessee against any person or persons violating or attempting to violate any restrictive covenant listed herein either to restrain such violation or to recover damages for the same. Such actions may be maintained by any owner, or the Sky Harbor Property Owners Association, Inc. In any action for enforcement of these restrictive covenants, or to enforce the lien for assessments as stated in Article XIII, the Sky Harbor Property Owners Association, Inc., or any owner enforcing restrictive covenants shall be entitled to all costs of litigation including but not limited to reasonable attorney's fees.

**ARTICLE XIX
EXCEPTIONS TO RESTRICTIVE COVENANTS
AND SPECIFIC COMMUNITY REGULATIONS**

All lots in Sky Harbor Subdivision are generally bound by the restrictions as to size, type of building, or dwellings as set forth by the foregoing restrictions, except where modified as to the size, type of building, permissibility of mobile homes or other dwellings set forth for each community as set forth in Article XIX of the original restrictive covenants of record in Miscellaneous Book 33, page 100 and the addendum in Miscellaneous Book 34, page 175 in the Register's Office for Sevier County, Tennessee.

**ARTICLE XX
EFFECTIVE DATE**

These restrictive covenants shall become effective immediately upon recording and shall be binding on all property in the Sky Harbor Subdivision.

**ARTICLE XXI
PARTIAL INVALIDITY**

If any of the provisions contained in this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions contained herein shall continue in full force and effect and shall not otherwise be affected.

**ARTICLE XXII
AMENDMENT**

These restrictive covenants shall be binding on all parties and all persons and all parties and persons claiming through them for a period of ten years from the date this document is recorded, after which time said shall automatically be extended for successive periods of five years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part.

This the 15 day of June, 1998.

**SKY HARBOR PROPERTY OWNERS
ASSOCIATION, INC.**

By: J. L. Cameron
J.L. Cameron

Its: President

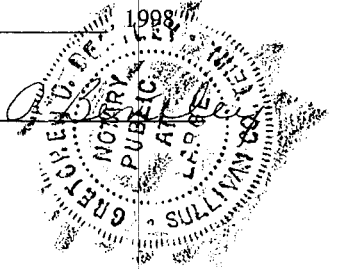
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STATE OF TENNESSEE)
COUNTY OF Sullivan

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared J.L. CAMERON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of SKY HARBOR PROPERTY OWNERS ASSOCIATION, INC., the within named bargainor, a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, this 15th day of June 1998

Shirley A. Berry
Notary Public



My Commission Expires:
4-8-2001

State of Tennessee, County of SEVIER
Received for record the 24 day of
JUNE 1998 at 11:30 AM. (RECH# 16630)
Recorded in official records
Book M332 Page 578- 586 CHF \$ 2.00
Notebook 55 Page 345
State Tax \$.00 Clerks Fee \$.00.
Recording \$ 36.00, Total \$ 38.00.
Register of Deeds SHERRY ROBERTSON
Deputy Register

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