

State of Tennessee, County of SEVIER
Received for record the 16 day of
JULY 2002 at 9:20 AM. (RECH 35287)
Recorded in official records
Book 1487 pages 86-100
Notebook 58 Page 711
State Tax \$.00 Clerks Fee \$.00
Recording \$ 77.00, Total \$ 77.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register MONTIE

This Instrument Prepared by:
Lanning P. Wynn, Attorney
113 Joy Street
Sevierville, TN 37862
dw.restrict.parkside.vil

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PARKSIDE VILLAGE
A PLANNED UNIT DEVELOPMENT**

This Declaration made this 9th of July, 2002, by **DANNY A. McFALLS and wife, DEBORAH McFALLS AND JAMES A. WATSON**, hereinafter collectively called "**Developer**".

WITNESSETH:

WHEREAS, Developer is the owner of the real property known as **PARKSIDE VILLAGE**, as described and shown on Plat of record in Map Book 33, Page 94, Register's Office, Sevier County, Tennessee, and being the same property conveyed to Developer by Warranty Deed from Robert Lee James, III and wife, Terri B. James, dated October 27, 1998, and of record in Warranty Deed Book 642, Page 397, Quit Claim Deed from Danny A. McFalls and wife, Deborah McFalls, dated November 13, 1998, of record in Warranty Deed Book 642, Page 399, Quit Claim Deed from Darrell Huskey and wife, Brenda Huskey, dated January 22, 1999 of record in Warranty Deed Book 647, Page 469, Quit Claim Deed from Danny A. McFalls and wife, Deborah McFalls, dated May 4, 1999, Warranty Deed from David A. Lawrence, a single person, dated November 8, 2000 of record in Volume 1140, Page 226, Warranty Deed from Lyn Guerdat, a single person, dated July 19, 2001 and Quit Claim Deed from Danny McFalls and wife, Deborah McFalls, dated August 20, 2001 and of record in Volume 1282, Page 162, all in said Register's Office; and,

WHEREAS, this subdivision has been approved in accordance with the provisions of the Sevier County Planning Commission; 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

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

113 Joy Street
Sevierville, Tennessee
37862

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 deems it advisable to create an entity to be known as the **PARKSIDE VILLAGE OWNERS ASSOCIATION**, which shall be delegated and assigned the power and authority to maintain any common areas and to administer and enforce the Covenants and other provisions as are provided for hereinafter.

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) "**Association**" shall mean and refer to the Parkside Village Owners Association, a Tennessee nonprofit Association.

(b) "**Common Area**" shall mean all real property owned by the Association for the common use and enjoyment use of the Owners.

(c) "**Developer**" shall mean and refer to Danny A. McFalls and wife, Deborah McFalls and James A. Watson, their personal representatives, heirs, successors and assigns, if such personal representatives, heirs, successors or assigns should acquire more than one undeveloped lot from the Developer for the purpose of development.

(d) "**Developer Control Period**" shall commence on the date of the

recording of these covenants and restrictions and shall mean a period of 3 years from the date following the first conveyance to a lot purchaser or the completion of the developments to contain 18 lots , whichever is longer, but not to exceed 5 years.

(e) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision map of any part of the property.

(f) "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Section 1 of Article III hereof.

(g) "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.

(h) "Property" shall mean and refer to the existing property as shown on plat of record in Map Book 33, Page 94 in the Sevier County Register's Office.

ARTICLE II Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed, leased, and occupies, subject to this Declaration, is located in the Sixth (6th) Civil District of Sevier County, Tennessee, and is more particularly described by Plat of record in Map Book 33, Page 94 in the Sevier County Register's Office.

ARTICLE III Membership and Voting Rights in the Association

Section 1. Membership. Every person, firm, association, corporation, or other legal entity who is a record owner or co-owner, as defined herein, of the fee simple to any lot which is subject by this Declaration to

assessment by the Association, shall be a member of the Association provided that any person, firm, association, corporation or legal entity who holds such title or interest merely as a security for the performance of an obligation (including but not limited to mortgagees or trustees under deeds of trust) shall not be a member of this Association.

Section 2. Voting Rights. Members of the Association, as defined in Section 1 of Article III, shall be entitled to one (1) vote for each Lot owned to be exercised in person or by proxy. When more than one person holds the fee simple title to any Lot as co-owners (including but not limited to tenants by the entirety, joint tenants or tenants in common), the vote for such Lot shall be exercised as the co-owners among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

Any one co-owner may vote on behalf of all other co-owners unless any co-owner has notified the Association in writing to the contrary.

ARTICLE IV Covenant for Maintenance and Capital Improvement Assessments

Section 1. Creation of the Lien and Person Obligation of Assessments. The Developer covenants for themselves, their successors and assigns that no contract will be made for the sale of any Lot and no deed conveying a Lot shall be delivered unless the same shall include provisions obligating the purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns to pay to the Association (1) Annual Assessments for charges and (2) Special Assessments for capital improvements which will be fixed, established and collected from time to time as herein provided. Each person who accepts a deed for a Lot or accepts title as an heir or devisee shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this Declaration whether or not the above mentioned provision was included in the contract or deed or other instrument by which he, she or it acquired title. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a

continuing lien upon the land against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who was the owner of such property at the time when the assessment fell due. In the case of co-ownership of a Lot all of such co-owners of the Lot shall be jointly and severally liable.

Section 2. Purpose of Assessment. The Annual Assessment levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the owners of Lots and the costs and expenses incident to the operation of the Association, including, without limitation, common area maintenance, payment of all taxes and insurance premiums, and all costs and expenses incidental to the operation and administration of the Association.

A Special Assessment may be used for the purpose of paying the cost of a capital improvement for which such Special Assessment is levied, and all expenses incidental thereto.

Section 3. Annual Assessments-Maximum Assessment. The amount of the Annual Assessment shall be fixed by vote of three-fourths of the members for the next succeeding year. The initial annual assessment against each Lot shall be \$200.00 payable to the Association annually and due January 1st of each year and delinquent if not paid within 30 days. The annual assessment for the first year shall be pro-rated.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized in Section 3 of this Article, the Association may levy, in any assessment year, a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of capital construction or reconstruction, unexpected repair or replacement, or improvement to the common areas provided that any such Special Assessment shall receive the assent of three-fourths of all of the votes eligible to be cast by all of the Members,

at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum Amounts of Annual Assessments. Subject to the limitations of Section 3 of this Article, and for the successive periods therein provided, the Association may change the maximum amounts of the assessments fixed by Section 3 of this Article for any such period, provided that any such change shall have the assent by the vote in person or by proxy of three-fourths of all of the votes eligible to be cast by all of the Members at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance, which notice shall set forth the purpose of the meeting.

Section 6. Period for which Annual Assessments are made. The period for which Annual Assessments are made shall be the twelve month period extending from January 1st through the next succeeding December 31st. Upon the purchase of a lot from the Developer, the then current monthly installment shall be pro-rated. In addition, upon the initial purchase of a lot from the Developer, such purchaser shall contribute at closing the sum of \$100.00 to be deposited in either the maintenance fund or the capital fund of the Association, as determined by the Association.

Section 7. List of Assessments, notice of Assessment, Certificate as to Payment. The Board of Trustees of the Association shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the Lots according to the record owner thereof and the assessments applicable thereto. Written notice of the assessment shall be sent to every Owner subject thereto.

The Association shall, upon the request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee, a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligations of the Owner; the Lien; Remedies of the Association. If the assessments are not paid promptly on the due date thereof as specified in Section 3 of this Article, then such assessment shall become delinquent automatically and shall, together with interest thereon at the rate of fifteen percent (15%) per annum from the due date, and costs of collection thereof, as hereinafter provided, thereupon become a continuing lien of the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her, or its heirs, executors, devisees, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation for a period of six (6) years from the due date thereof, and shall not pass as a personal obligation to his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, specified in Section 3 of this Article, the assessment, together with interest thereon at the rate of fifteen percent (15%) per annum, may be enforced and collected by the Association by the institution of an action at law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest and court costs, a reasonable attorney's fee.

ARTICLE V
Basic Restrictive Covenants

Section 1. Noxious, Offensive Operations. No noxious or offensive operations shall be conducted or maintained on any Lot, and nothing shall be done on any Lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood. Failure to maintain a Member's yard or garden shall be deemed a nuisance under this provision.

Section 2. Poultry, Livestock. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time; provided, however, that this

restriction shall not preclude the keeping of dogs, cats, or other household pets, as such, provided, further, however, that the keeping or raising of dogs, cats or other animals for commercial purposes is expressly prohibited.

Section 3. Mobile Homes. No house trailer or mobile homes or modular or pre-manufactured homes shall be used, stored or placed on any Lot.

Section 4. Vehicles. No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of 48 hours; provided, however, this provision shall not apply to any such vehicle being kept in the enclosed garage. No truck larger than one ton pick-up variety shall be parked on any lot except those reasonably necessary to complete approved improvements. Boats shall be parked in garages or stored out of view from the street. There shall be no permanent on street parking allowed. There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside the enclosed garage.

Section 5. Setback Lines. The rules and regulations of the Sevier County Planning Commission shall govern the setback lines for this subdivision, if any.

Section 6. Perpetual Easement. A perpetual easement is reserved ten (10) feet along all exterior subdivision lines for drainage and utilities. No structure of any kind shall be erected or maintained upon or over said easement.

Section 7. Exposed Foundation. No unfinished block or concrete shall be exposed to the exterior above ground level.

Section 8. Land Use/Dwelling or Building Size. (A) Land Use. All lots shall be used for single family residential purposes only and exclusively, and no duplexes, multiple family or group homes will be allowed. Only one single family residence may be built on each lot. No lot or any building erected thereon shall be used for the purpose of any trade, business, profession, commercial enterprise or enterprise of any kind for profit; provided, however, this provision shall not be deemed to prohibit overnight rentals which shall be allowed. No lot shall be reduced in size by any method. Except as roads and rights of way are shown upon

the plat of the Development, no lot in the Development shall be used for, nor shall any roads, streets, or rights of way be placed upon such lots, for ingress and egress to or from adjoining property except as the same may be so utilized by Developer. The Developer, in their sole discretion, may place rights of way across any lot in the subdivision while they still retain ownership of that lot, to gain access to any other lot in the subdivision.

(B) Dwelling or Building Size. No dwelling shall be erected, altered or permitted to remain on any lot unless the dwelling has a minimum of 800 sq. ft. of indoor heated living space, exclusive of basements, open porches, garages, carports or storage rooms for a one bedroom dwelling, a minimum of 1,000 sq. ft. for a two bedroom dwelling and a minimum of 1,500 sq. ft. for a three bedroom dwelling; provided, however, in the event of multi-level construction, the ground floor must contain a minimum of 600 sq. ft. of indoor heated living space.

Section 9. Waste and Unsightliness. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except, during pick-up if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the street. There shall be no burning of trash or any other waste material.

Section 10. Construction. When the construction of any improvement upon any lot has once begun, work thereon shall be pursued diligently and continuously until the full completion thereof. The improvements shown on the plans and specifications approved by the Architectural Review Committee must be completed in accordance with said plans and specifications within 12 months after the commencement of construction of said improvements, unless such completion is rendered impossible as a direct result of strikes, fires, national emergencies or natural calamities. During construction on any lot, 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, their heirs or assigns, and such vehicles shall not be parked any time

on the streets and roads of the Development as to impede the flow of traffic. All construction sites must be kept clean and picked up and debris shall not be allowed to accumulate. No residence constructed on any lot may be occupied prior to its substantial completion.

Section 11. Satellite Dishes and Antennas. If a satellite dish is to be erected, it shall only be of the 18 inch variety or smaller and attached only to the home or situated on a spot as previously approved by the Architectural Review Committee, their heirs or assigns. No radio or television aerial or antenna is allowed on any building or lot in the Development.

Section 12. Lighting. All outdoor lighting (except emergency lighting) shall be of low wattage, turned down toward the ground and shall be shielded completely or by frosted glass in all directions so that the light does not shine directly toward neighboring lots.

Section 13. Exterior Color Changes. Any exterior color change must be approved by the Architectural Review Committee.

Section 14. Lawn Maintenance. The lawns of each lot shall be kept free and clear of all debris, tools, toys, etc. when not in use in order to provide for ease in mowing and maintenance.

Section 15. Building Type. All structure shall be constructed on solid foundations, except porches and decks may be on isolated piers. Outside finish shall be of log construction or wood siding which is harmonious with the surrounding area as approved by the architectural review committee.

ARTICLE VI Architectural Control

Section 1. Architectural Review Committee. An Architectural Review Committee comprised of 3 members shall be appointed by the Developer. All building plans must be submitted to the Committee for review prior to the commencement of construction. In the event the Committee, or its designated representative fails to approve or disapprove plans or specifications within 30 days after the same have been submitted, such approval shall be implied and this covenant shall be deemed to be within compliance. Furthermore, if no suit to enjoin

the construction has been filed prior to the completion thereof, approval will not be required and this covenant shall be deemed to have been fully met. In the event of the death or resignation of any member of the Committee, the Developer, their heirs or assigns, shall have the exclusive authority to designate a successor. The Developer, their heirs or assigns, likewise may remove or replace any member of the Committee with or without cause. Submitted and approved plans must remain with the Committee.

Section 2. Committee Duties. The Committee shall view and approve or disapprove the following: placement of home on the lot, out buildings, all exterior elevations including contours of land and grading details, exterior color schemes, exterior material specifications including types and samples, driveway and landscaping plans, location of garage doors and other restrictions as set forth herein. In order to preserve property values in Elk Cove Resort this Committee reserves the right to employ a professional designer or architect to review such plans. In that event, a fee not to exceed \$300.00 shall be paid by the lot owner to the Association for such service.

ARTICLE VII Developer Control Period

During the Developer control period as defined herein, the Developer shall be a member of the Association, shall hold 75% of the voting power of the membership of the Association and shall be entitled to cast 75% of all votes cast in the affairs of the Association. During the Developer control period the Developer shall be entitled to, among other things, appoint and remove the officers and trustees of the Association and the Architectural Review Committee. Upon the expiration of the Developer Control Period, the Developer shall relinquish all rights to which they may directly or indirectly control or direct to modify or veto any action of the Association or the Architectural Review Committee or a majority of lot owner's and control and appointment of the Association and Committee shall pass to the members. The Developer Control Period (as such term is used herein) shall commence on the date of the recording of these covenants and restrictions and shall expire upon the later of the following:

1. Three (3) years from the date following the first conveyance to a lot purchaser.
2. The completion of the Development to contain eighteen (18) lots.
3. The foregoing notwithstanding, the Developer Control Period shall not exceed five (5) years.

Provided, however, that following the transfer of control, nothing herein shall be construed to limit the Developers rights to exercise the votes allocated to the lots which they own.

ARTICLE VIII Home Owners Association

Section 1. Formation. A Home Owners Association shall be initially formed by the Developer, and after such formation the Developer shall transfer and assign any and all assessments held in escrow along with Developers rights and obligations pursuant to this Declaration to the Association.

Section 2. Association Responsibilities. The Association shall at the time of transfer and assignment be responsible for the following: collecting and accounting for all assessments, entrances signs, landscaping and any common lighting, mowing and cleaning, appointing Architectural Review Committee members and following, enforcing and adhering to the covenants and restrictions of Parkside Village.

Section 3. Management. The affairs of the Association shall be managed by a board of 3 Trustees who must be members of the Association.

Section 4. Election and Term of Office. The initial Trustees shall be chosen by the Developer and shall serve for a period of one (1) year. Thereafter the members of the Association shall elect one Trustee for a term of one (1) year, one Trustee for a term of two (2) years and one Trustee for a term of (3) years, and at each annual meeting thereafter, the members shall elect Trustees for terms not to exceed three (3) years. Each Trustee shall be entitled to one vote and the result will be determined by the majority of the votes cast.

BK 1487 PG 97

Section 5. Conflict With Developer Control Period. The foregoing not withstanding, nothing contained herein shall diminish or lessen the powers, rights and duties reserved by the Developer in Article VII herein.

ARTICLE IX Common Areas

Section 1. Shared Septic/Wells. A portion of the sub-surface sewage disposal system and wells benefitting various lots in the Development shall be located within the common areas of the Development, and Developer, their heirs, successors or assigns, reserve the right of ingress and egress to and from these areas for installation, repair and maintenance together with the appurtenant pipe line easements.

Section 2. Shared Out Building with Chestnut Hills at the Park. The triangular portion of that common area containing 3.72 acres, more or less, and which is located at the intersection of Parkside Village Drive with Edgepark Drive is improved with an out building, the use of which shall be shared with the owners of lots in Chestnut Hills at the Park, an adjoining subdivision.

ARTICLE X 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, the Association, 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 at least three-fourths of the Owners of the Lots, at any time, 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 violating or attempting to violate or circumvent any Covenants, to enjoin such violation 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. Amendment. This Declaration may be amended at any time or times by the recordation of any instrument executed by Owners holding not less than seventy five (75%) percent of the voting interests of the membership; provided that:

(a) During the Developer Control Period or so long as the Developer is the owner of any lot or any property affected by this Declaration, as it may then have been amended, the Developer's consent to the Amendment must be endorsed in recordable form on the Amendment Instrument.

(b) No Amendment shall impair any right then existing of the holder of any first mortgage or deed of trust.

Section 5. Developers' 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.

DANNY A. McFALLS

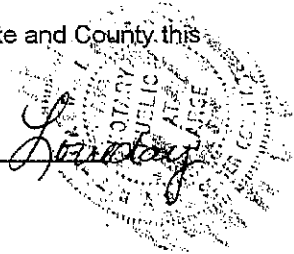
DEBORAH McFALLS

JAMES A. WATSON

STATE OF TENNESSEE
COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainor, **DANNY A. McFALLS** and wife, **DEBORAH McFALLS** and **JAMES A. WATSON**, 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 9th day of July, 2002.

Cynthia B. Loring
Notary Public

My Commission Expires: 12-27-03

BK 1487 PG 100

PARKSIDE VILLAGE
AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS

DANNY A. McFALLS and wife, DEBORAH McFALLS, AND JAMES

A. WATSON (hereinafter referred to collectively as "Developer"), the original Developer of Parkside Village, a planned unit development, enter into this Amendment to the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as the "Declaration") this the 23rd day of **May, 2003**.

WITNESSETH:

WHEREAS, Developer are the original Developer of certain property in the Sixth (6th) Civil District of Sevier County, Tennessee, known as Parkside Village; and,

WHEREAS, Developer has placed certain restrictions on such development, said restrictions being of record in Volume 1487, Page 86, in the Register's Office of Sevier County, Tennessee; and,

WHEREAS, Developer still owns at least one lot in the Development, and pursuant to Article VII (Developer Control Period) and Article X (4) Developer has the right to amend said Declaration; and,

WHEREAS, Developer desires to amend Article IX in regard to common areas.

NOW, THEREFORE, for and in consideration of the values to be derived by the making hereof Developer declares that Article IX of the Declaration of Parkside Village, as set forth above, be amended by adding thereto the following:

Section 3. Control of Common Area Property. During the Developer Control Period or so long as the Developer is the owner of any lot or any property affected by this Declaration, Developer shall have the right to convey to Third Parties portions of the common area of the Development and grant easements and rights of way for utilities, maintenance or ingress and egress over said common areas.

Except as amended herein, Developer ratifies and confirms all the remaining terms and provisions of the Declaration to Parkside Village.

Benjamin F. Heald and wife, Nancy B. Heald, Robert B. Middleton and Timbercreek Realty, LLC, the owners of the remaining lots in Parkside Village join in the making of this amendment to evidence their consent.

IN WITNESS WHEREOF, the Developers and Lot Owners have set their signatures this the day and year first above written.

DEVELOPERS:

Danny A. McFalls
DANNY A. McFALLS

Deborah McFalls
DEBORAH McFALLS

James A. Watson
JAMES A. WATSON

LOT OWNERS:

Benjamin F. Heald
BENJAMIN F. HEALD

Nancy B. Heald
NANCY B. HEALD

Robert B. Middleton
ROBERT B. MIDDLETON

TIMBERCREEK REALTY
Danny A. McFalls
DANNY A. McFALLS, Member

Deborah McFalls
DEBORAH McFALLS, Member

James A. Watson
JAMES A. WATSON, Member

VOL: 1705/479-481
03028416

3 PGS 1 AL - RESTRICTIONS	
CHRISTY BARGE: 14868	
05/27/2003 - 09:24 AM	0.00
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	15.00
RECORDING FEE	3.00
DP FEE	0.00
REGISTER'S FEE	17.00
TOTAL AMOUNT	

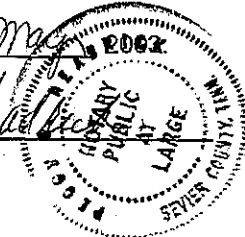
STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, DANNY A. McFALLS, DEBORAH McFALLS, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of May

Peggy D. Heald
Notary Public



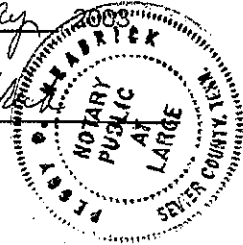
My Commission Expires 12-27-2004

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **JAMES A. WATSON**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 13th day of May, 2003

Leazy O. Headd
Notary Public



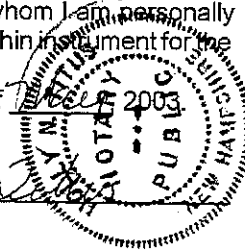
My Commission Expires 12-27-2004

STATE OF New Hampshire
COUNTY OF Carroll

Personally appeared before me, the undersigned, a Notary Public, **BENJAMIN F. HEALD and wife, NANCY B. HEALD**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 19th day of October, 2003

Holly N. Titus
Notary Public



HOLLY N. TITUS, Notary Public
My Commission Expires April 11, 2006

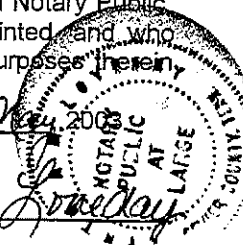
My Commission Expires _____

STATE OF Tennessee
COUNTY OF Sevier

Personally appeared before me, the undersigned, a Notary Public, **ROBERT B. MIDDLETON**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 23rd day of May, 2003

Cynthia B. Loneday
Notary Public



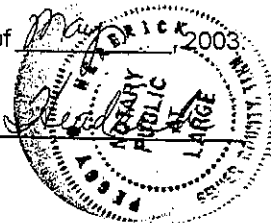
My Commission Expires 12-27-03

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **DANNY A. McFALLS and DEBORAH McFALLS AND JAMES A. WATSON**, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the **MEMBERS** of the maker, **TIMBERCREEK REALTY**, 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 this instrument on behalf of the maker.

WITNESS my hand, at office, this 13th day of May, 2003

Leazy O. Headd
Notary Public



My Commission Expires 12-27-2004