

Prepared By:
Gary Fields



THE SUMMIT

ON BLUFF MOUNTAIN

Declaration of Covenants and Restrictions

Phase I

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Article 2 of this Declaration and desire to create thereon a mixed-use residential community for permanent residents, second homes, and rental properties, with uniform covenants and restrictions; and

WHEREAS, Developer desires to provide for the preservation and values in the said subdivision and to this end desires to subject the real property described in Article 2 together with such additions as may hereinafter be made thereto (as provided in Article 2) to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

NOW, THEREFORE, the Association declares that the real property described herein and described in those instruments of record in the Register of Deed's Office for Sevier County, Tennessee shall be held, transferred, sold, conveyed, and occupied subject to the Covenants, Restrictions, easements, charges and liens and conditions hereafter set forth.

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RC 24 PG DA: 90842
10/05/2006 09:26 AM
VALUE 0.00
MTG TAX 0.00
TRM TAX 0.00
REC FEE 120.00
DP FEE 2.00
REG FEE 0.00
TOTAL 122.00

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

Article 1

DEFINITIONS

1. The following words when used in this Declaration shall have the following meanings:

(a) The "property or "properties" shall mean and refer to all property in all phases of The Summit on Bluff Mountain Development, inclusive of the property described in the instruments identified in the preamble above.

(b) "Lot" shall mean and refer to any part of land shown upon any recorded subdivision map of the property.

(c) "Owner" shall mean and refer to the owner of the fee simple title to any lot situated upon the property but, not withstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. Where a lot is owned by multiple persons or entities such persons or entities shall collectively constitute a single owner.

(d) "Advisory Committee" shall mean and refer to Gary L. Fields, and any other individual or individuals that he may at any time appoint to act as a member of the Advisory Committee. Effective immediately and continuing through December 31, 2026, the Advisory Committee shall be composed of the Developer and/or any other individual or individuals that may be appointed by him at any time to act as a member.

(e) "Common Area" shall mean and refer to all property owned by the Association or as designated as a "Common Area" on the above-referenced subdivision map of The Summit on Bluff Mountain.

(f) "Developer" shall mean and refer to Gary L., Fields and any future, their heirs, successors and assigns.

(g) "Member" shall mean and refer to those persons entitled to membership in the Association.

(h) "Association" shall mean and refer to The Summit Homeowners Association, Inc., its successors and assigns. its Articles of Incorporation are of recorded in the Register's Office, Sevier County, Tennessee.

Article 2

PROPERTY SUBJECT TO THIS DECLARATION; EXCEPTIONS AND ADDITIONS

1. EXISTING PROPERTY. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sevier County, Tennessee and is more particularly described in Large Book LM7, Page 160, Register of Deed's Office, Sevier County, Tennessee and all property described and referenced by map books within the Declaration of Covenants and Restrictions for The Summit on Bluff Mountain identified in the preamble above.

2. EXCEPTIONS.

3. ADDITIONS. Additional lots or adjacent land may become subject to this Declaration by recordation of additional declarations adopting and incorporating this Declaration by specific reference at the sole discretion of the Developer.

Article 3

COVENANTS RUNNING WITH THE LAND

All provisions, covenants and restrictions of this Declaration shall be construed to be running with the land, including without limitation every lot, unless specifically exempted, and the appurtenances thereto, and every owner, its heirs, administrators, legal representatives, successors and assigns shall be bound by all of the provisions of this Declaration.

Article 4

TERM

This Declaration shall run with the land and be binding upon the owners, their heirs, successors and assigns and all others taking or utilizing the subject property by or through them. The covenants, restrictions, terms and conditions provided herein shall continue until such time as they may be amended or terminated as provided herein. This Declaration may be amended in whole or in part, at any time, by approval of at least two-thirds of the votes in the Association. For purposes of determining the total number of available votes and the number representing the two-thirds requirement, owners not in good standing with the Association shall not be counted. Any amendment shall be attested to by the appropriate officer of the Association and recorded in the Register's Office for Sevier County, Tennessee.

Article 5

ENFORCEMENT

Any owner shall have the right to enforce, as herein provided for by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. It is further provided that should any owner have to employ counsel to enforce any of the restrictions, conditions, covenants, reservations, liens or charges found in the Declaration, all costs incurred as to such enforcement, including a reasonable fee for counsel, shall be paid by the party violating or attempting to violate the covenants herein.

The Advisory Committee and/or Developer shall have the right to assert a lien for reimbursement of all costs and expenses including attorney's fees incurred due to noncompliance with Articles 18; 19; 20; 26.

The lien provided herein shall be subordinate to the lien of any first deed of trust or mortgage.

Article 6

SEVERABILITY

If any provision herein set forth is declared to be invalid in court, the invalidity of such restriction shall not affect the validity of the remaining restrictions hereof, and for the purposes hereof all restrictions as contained herein shall be deemed severable each from the other without qualification.

Article 7

ADVISORY COMMITTEE

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, or other improvement shall be constructed or undertaken without obtaining the prior written approval of the Advisory Committee as to the intended location of the same and as to its plans and specifications.

The Advisory Committee shall have full authority to review and act upon request for approval of such a request. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a complete and final set of plans and specifications with the written request for their approval. The plans and specifications shall show size, design, color, texture, materials to be used and the proposed location of the structure on the lot. The Advisory Committee shall be the sole arbiter of the same and may withhold approval for any reason including truly aesthetic considerations. In the event the said committee fails to approve or disapprove the plan for design, specifications and location within 30 days after they have been submitted, said plan for the design, specifications and location shall be deemed approved.

In the event that the Committee rejects plans for design, specifications, and location submitted for approval, the party submitting may make the necessary alterations to the said plans for design, specifications, and location with a written request for approval of such plans, specifications, and location.

The word "structure" as used herein shall mean any and all buildings, walls, fences, in ground swimming pools, mailboxes and mailbox post, landscaping, changes and grades of land and any and all other improvements or changes of a permanent nature other than the usual and customary maintenance and refurbishing of the property. A building permit shall be obtained from the proper governmental authority prior to any additions or alterations to building.

The Advisory Committee shall have no liability to owners that have submitted plans and specifications for approval or have requested approvals provided for in these restrictive covenants or to other owners of property in the subdivision as a result of their approval or non-approval of the same. The Committee has no expertise in the engineering and does not undertake any duty to determine suitability of soil, soundness of the proposed structure, or appropriateness of any engineering or architectural feature except for the purpose of determining whether the design of the proposed structure and the proposed structure itself is in harmony as to the exterior design, location, and appearance in relation to the surroundings, structures, and topography and overall expectations of the community. Although the Committee undertakes no duty to determine suitability of soil or other matters as described above, it has the authority to disapprove of plans in the event that it has concerns about these particular matters.

The determination of the Committee is subjective and discretionary and is not subject to review by any court or other judicial body, or by any owner or other authority. Neither the Advisory Committee nor any of its members or the Developer shall be liable to any person for damages or otherwise resulting from the performance of its duties hereunder and the exercise of the authority and discretion granted to it herein.

Any determination by the Advisory Committee is final and binding on all present or future owners of all, or a part of, the property.

The Advisory Committee shall have the sole and exclusive right to at any time, and from time to time to transfer and assign to and to withdraw from, such person, firm or corporation as it shall select, and any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.

The Advisory Committee shall collect and control expenditures of the annual fees and assessments and shall act in place of and on behalf of the Owner's Association until such time as Developer has sold 80 percent of the lots in the development, or until January 1, 2013. Developer shall be exempt from the payment of individual Lot annual or special assessments until January 1, 2106.

Article 8

SETBACK REQUIREMENTS

No building shall be located on any lot nearer to the front lot lines, side yards, and rear yards than the minimum building setback lines as shown on individual lot maps. Setbacks are: front 30', sides 10', rear 10'. If the slope in front of the property is 30% or greater, the setbacks are 20'. Pigeon Forge Planning Committee can grant a variance for unusual circumstances and the Development and HOA will accept these variances.

Eaves, steps, open porches, terraces, decks, garages, and roofed porches shall be considered as part of the building. Nothing can encroach on the setbacks.

Article 9

LAND USE, BUILDING TYPE AND RENTAL

1. All the lots in said subdivision shall be known and designated as residential lots, with the exception of Lot # 1 and Lot #4A which is owned by The Summit, LLC and assigns. Business pertinent to the development and construction or other commercial use, real estate, or the conversion to a full time residence will be permitted on these Lots, which is the site of the Office/ Sales/ Design Center and/ or other buildings and/ or garage/ apartments. During the period in which development/ construction business is being conducted as if it were a common area. The grounds, ponds, and landscaping will be the responsibility of the HOA.

2. Guest or second dwelling homes or detached garages with living space above must be approved by the Advisory Committee and Sevier County Health

Department and Sevier County Electric System. The cost of adding the underground utilities shall fall under the responsibility of the home owner. Second homes must meet building standards and have a similar exterior as primary building. Developer, at its discretion, reserves the right to approve dwellings or any future properties as development occurs. The minimum size on all guest homes shall be 576 square feet. Guest homes shall have same roofing material and color as primary home. Exterior stain or paint shall also be same color match. Guest home exterior must be wood, masonry, or stone.

3. No structures shall be erected, altered, placed, or permitted on any lot other than those approved by Developer or Advisory Committee. No structure shall exceed three stories in height. Attached garages do not require special approval.

Article 10

BUILDING AND IMPROVEMENT RESTRICTIONS

1. DWELLING SIZE. No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision having a floor area of less than 2,000 square feet. In computing said floor area, measurements will be made from the exterior walls and will include only finished and heated living areas, but will not include carports, or garage. The Advisory Committee reserves the right, in their sole and absolute discretion, to modify these minimum square footage requirements in situations where there is a hardship; for example, grade of land.

2. ROOF LINES. All roof pitches shall be approved in advance by the Advisory Committee and shall conform to the type of architecture of the proposed dwelling or outbuilding. Each dwelling shall have a minimum of two breaks in the roof line, visible from the street, or as otherwise approved by the Advisory Committee.

3. WINDOWS. All windows and related trim shall be wood or wood with vinyl or metal clad construction. All exterior doors must be consistent in color with the trim, roof or garage color scheme.

4. EXTERIOR WALLS. All dwellings shall be constructed of wood, stone, or

masonry subject to the approval of the Advisory Committee. No brick or vinyl siding approved.

5. FOUNDATION WALLS. All above ground exterior foundation or basement walls shall be veneered with stone (mountain or cultured), or such stucco materials as may be approved by the Advisory Committee. No stucco stone (stucco that is hand-carved to look like stone) will be approved.

6. CHIMNEYS. All chimneys are to be faced with stone, or such other materials as may be approved by the Advisory Committee, so as to be compatible with foundation and exterior walls of the dwelling. Exposed chimney pipes must be approved by Advisory Committee.

7. UNDERGROUND WIRING. All electric, telephone, and any other utilities, including television cables, lines or connections between main utility lines and the dwelling and/or other buildings on any lot or part of the properties shall be placed underground. There shall be no overhead wiring of any type permitted other than temporary, as approved by the Advisory Committee.

Any lot owner requiring an original or additional electric service shall be responsible to complete the same at the owner's expense. Any secondary electric service conduits, wires, conductors or other facilities from the point of applicable transformer to the buildings on the lot shall be at the owner's expense. Any such secondary conduits, wires, conductors, and any other facility shall be and remain the property of the owner who adds them. Such owner shall be responsible for all maintenance and upkeep of any secondary electrical system.

8. ROOFING. The exterior roof surface of any dwelling or outbuilding shall be composed of slate, cedar shakes, wooden shingles, dimensional asphalt shingles, or appropriate modern metal roofing. All roof colors shall be subject to the approval of the Advisory Committee, and no home shall have the same color roof as those on either side.

9. MAILBOXES. Only one mailbox shall be located on any lot. Residents requiring a mailbox shall purchase same from The Summit LLC. This shall be the only

approved mailbox, and price installed will be \$ 275.

10. ABOVE GROUND TANKS. There shall be no exposed above ground tanks for the keeping or storage of any type of fuel, gas, water or any other substance. Any tank shall be buried, or concealed behind a privacy fence or hedge, subject to the approval of the Advisory Committee.

11. ANTENNAE & SATELLITE DISHES. Subject to applicable federal regulations, no outside radio transmission towers, antennae, television antennae, satellite antennae or dishes in excess of eighteen (18) inches, or any solar panels or communication towers or dishes may be installed or used except such as may be approved in advance by the Advisory Committee.

12. VENTS. Plumbing vents shall be painted the same color as the roof on which it is placed. Any foundation vents shall be made of material approved by the Developer and shall be of a color which is compatible with the color scheme of the dwelling or building in which they are placed.

13. HEATING & AIR CONDITIONING UNITS. Heating or air conditioning unit, solar collector panel, or related equipment or fixtures may be located in or on any part of the front side of any dwelling or accessory building or structure. All heating and air conditioning units and fixtures shall be hidden or screened by the structure and/or by fencing or planting of a density or height which will hide any such unit and/or fixtures and equipment effectively. Any screening fence, or planting shall be approved in advance by the Advisory Committee. No window mounted air conditioner unit shall be used on any building.

14. SCREENS. Any screens used in any windows or in any porches of any dwelling or accessory structure shall be a dark colored screen material and no white, silver, or bright color finish screens may be used.

15. GARAGES & DRIVEWAYS. All dwellings are approved for attached garages and may have an additional detached garage as set forth in Paragraph 18. All garages shall have doors which will completely hide the interior of such garages and are compatible with the dwelling house in style and design, and are not visible from the

street.

Carports, whether attached or separate from the dwelling, or other similar structures are subject to Advisory Committee approval.

Driveways, parking areas and turn-a-rounds must have proper drainage and must also be approved the Advisory Committee.

16. RECREATIONAL & COMMERCIAL VEHICLES. No one shall be permitted to store or park travel or house trailers, campers, trailers, trucks over three-quarter ton, buses, motor homes, recreational or off-road vehicles, or boats on any lot, unless same are stored or parked inside the garage. In no event shall any vehicle, trailer, camper, bus, motor home, pleasure or fishing boat mentioned in this Article be parked in any other place on the lot for more than six hours. No automobiles or any other vehicles of any kind which are inoperable or being stored shall be parked, kept, repaired, or maintained on the street, driveway or lawn of any lot, unless approved otherwise by the Advisory Committee.

No commercial vehicles of any size or type, semi's, or tractor trailers are allowed to be parked on any lot overnight. Semi's, tractor trailers, commercial moving vans, etc... shall have special approval to enter development and must enter after 8:00 am and depart by 6:00 pm.

17. SWIMMING POOLS. All swimming pools should be constructed below the ground surface, and shall be fenced and maintained in a manner consistent with Sevier County Health Department regulations and with those of all other appropriate governmental agencies. Plans and specifications, including any fencing, must be submitted to and approved by the Advisory Committee before construction may commence.

18. OUTBUILDINGS No outbuildings such as pool houses and detached garages shall be built unless the same are in substantial conformity with architectural design materials used for the main dwelling Said outbuilding must have been approved by the Advisory Committee as provided in Article 7.

19. MAINTENANCE EQUIPMENT. All yard maintenance equipment and other similar items shall be stored out of view of other lot owners.

20. TREES. All tree removal must be approved by the Advisory Committee as part of the site plan. Tree removal at any time (eight inch diameter or greater) require approval of the Advisory Committee.

21. LANDSCAPING AND MISC. All landscaping, ponds, or fountains must be approved by Advisory Committee. Owner shall be responsible to landscape and maintain no less than 25 feet along the public road of their lot. Advisory Committee may approve a variance.

22. OUTSIDE BUILDERS. There is no requirement to use Fields & Dreams LLC as your home builder. Should an owner select another qualified contractor to build their home in The Summit, the owner or their contractor will pay The Summit \$5.00 per square foot of heated space to cover the cost of the Design Center and plan review and approvals.

Article 11

GENERAL PROTECTIVE COVENANTS

1. RESIDENTIAL PURPOSES. All lots are and shall be restricted exclusively to single family residential, second home, and rental property use and for nightly rental with the exception of Lot # 1 and Lot # 4A.

2. LIMITATION ON STRUCTURES & MOBILE PROPERTY. No trailer, mobile home, motor home, basement, tent, camper, shack, garage, barn, shed or other outbuilding shall be erected, put, or placed on any lot at any time and be used as a residence either temporarily or permanently.

3. OCCUPANCY. There shall be no occupancy permitted of any dwelling until such time as the dwelling is complete, proof that contractors have been paid, and the yard and landscaping are completed as that term is defined in the mechanics and material men's lien laws of the State of Tennessee, except with prior, written permission of the Developer or Advisory Committee.

4. **NUISANCE & COMMERCIAL ACTIVITY.** No illegal, noxious, or offensive activities shall be permitted or carried on, on any part of the property. Nor shall anything be permitted or done therein which is or may become a nuisance or source of embarrassment, discomfort, or annoyance to the neighborhood. No commercial activity of any kind may be conducted from a dwelling. No trash, garbage, rubbish, debris, waste material or any other residue shall be deposited or allowed to accumulate or remain on any part of the property, nor upon any land or lands contiguous thereto.

5. **COMMISSION OF WASTE & UNSIGHTLINESS** At no time shall any lawn or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped, or dumped upon. No lumber, brick, stones, cinder block, concrete block, or other materials used for building purposes shall be stored upon a lot more than a reasonable time for the completion of construction in which they are to be used. Before or after construction, no person shall place or leave on any lot any refuse, stumps, cut rocks, concrete blocks, dirt, debris or building materials or other undesirable materials.

6. **TREES.** No trees, shrubs, or other plants shall be placed in any location that may impair the view from any other lot. No artificial trees or plants shall be displayed outside of home.

7. **MAINTENANCE.** Each individual owner is required to maintain their lot.

8. **FIREARMS.** No weapons, firearms or handguns such as pistols, rifles and shotguns shall be fired for recreational purposes and no hunting shall be allowed on the property.

9. **NOISE POLLUTION.** Auto exhaust systems, motorcycles, dirt bikes, ATVs, and stereo equipment should be maintained and used in such a manner so as not to cause a public disturbance.

10. **COMMON AREAS.** No trees, shrubs, or flowering plants may be removed or transplanted from the common areas.

11. OFF-ROAD & SPORTS VEHICLES. Any off road or sports vehicles such as race cars, motorcycles, four-wheelers, go carts, golf carts must remain out of view when not in use.

12. PRIVATE STREET LIGHTING. No private street lights shall be permitted, and no free standing light poles shall be allowed on the property other than those planned and approved by advisory committee.

13. NATURE TRAILS. No motor vehicles are allowed on nature trails. Trails to be maintained by HOA.

Article 12

RE-SUBDIVISION

No lot may be further subdivided in size by any device, voluntary alienation, partition, judicial sale, or other proceeds or process of any kind, except for the purpose of increasing the size of another lot. In the event two or more adjacent and contiguous lots are purchased by the same person, these lots may be combined to form one lot subject to the approval of the Advisory Committee and the approval of the governmental authority. The lot owner shall bear the cost of surveying or any fees related to the consummation of this transaction.

An approved combined lot shall be assessed as one lot, providing the recorded deed, plat, or other instrument reflecting the combining specifically recites that the owner, his heirs, successors and assigns shall be obligated to treat the combined lot as one, singular The Summit lot, subject to all the provisions, conditions and restrictions of this instrument including but not limited to, the limitation of one residence and no reversion to two lots or other subdivision of the combined lot. Once combined and recorded, they cannot be re-divided.

Article 13

SIGNS & FLAGS

No sign shall be erected or maintained on any lot, except one professionally made sign indicating ownership and/or name of cabin and shall not exceed 18" x 36" in size. Temporary realtor signs or sign of the owner advertising the residence and lot for sale shall be professional in appearance. Such signs shall not be more than two feet square in size, or the standard realtor's sign size whichever is less. The Developer is excluded from this restriction until all lots are sold.

No flags other than one America Flag per home may be displayed outside at any time.

Article 14

LIVESTOCK, POULTRY & PETS

No animals, livestock, poultry or fowl of any kind shall be raised, bred, or kept on any lot, except that pets such as dogs, cats or other household pets may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes or resale. No dog, cat, or other household pet shall be allowed to become a nuisance in the neighborhood, to include noise.

The owner of any pet shall keep the pet confined to the lot at which said pet owner resides. Pets shall not be allowed to roam free or at large. Dogs shall be leashed when outside of their lot. The owners may utilize electric invisible fencing or other forms of restraint or enclosure, provided they are in compliance with other provisions of these Covenants and Restrictions and approved, as may be required. If, at any time, the Board of Directors determines that a pet has become a nuisance as a result of excessive or recurrent noise, damage to real property, the deposit of bodily waste outside the lot at which the pet owner resides, aggressive behavior or otherwise, the Association is entitled to a mandatory injunction in a court of appropriate jurisdiction

requiring the pet owner to remove the offending pet from the The Summit Development. Any and all costs incurred by the Association to enforce this provision, including a reasonable attorney's fee, shall be recovered from the offending lot owner or occupant.

Article 15

TRASH CONTAINERS

Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment for the storage of such materials should be kept in a clean and sanitary condition and shall be concealed or placed in such a position as to be screened from view by neighbors or members of the public. Garbage containers shall not be left at the street except for the time for garbage pick-up, if applicable. All trash removal is the responsibility of the Owner.

Article 16

FENCING & WALLS

No fencing, walls, or hedge rows shall be erected, put placed or altered on any lot or parcel unless approved by the Advisory Committee. Any fences shall be for decorative use only and should not be used to enclose or corral.

Article 17

HOBBIES & OTHER ACTIVITIES

The pursuit of any hobby or other activity including, without limitation by reference, the assembly or disassembly of vehicles, boats, mechanical devices, which pursuit or activity may or might tend to cause disorderly, unsightly, or unkempt conditions, is not permitted and shall not be undertaken on any lot or in any driveway, garage, or other place where such activity is visible from any street. All playground equipment and items shall be located in the rear yard and be accommodating in color or galvanized. Children toys, bikes, etc. shall not be left outside.

Article 18

OWNER'S RESPONSIBILITY DURING CONSTRUCTION

1. **SILT CONTROL DEVICES.** Owners and/or their builders are responsible for providing silt control devices on each lot and are responsible for dirt and debris coming into subdivision streets during construction activity.

2. **CONSTRUCTION SITE.** During the construction of any structure upon any portion of the property, owner and builder shall be required to maintain a clean and neat construction site at all times. The owner and builder shall be required to periodically clean the street as needed to keep a neat appearance.

3. **CUTS & ROADS.** It shall be the responsibility of the owner to cut for driveways and to repair any roadway that is damaged during construction of the dwelling.

4. **COMPLETION OF CONSTRUCTION.** The main residence and accessory structures as shown and approved by the Advisory Committee must be completed in accordance with said plans and specifications within fourteen (14) months after the start of the first construction is rendered, unless such completion is rendered impossible as the direct result of fires, national emergency or natural calamities. Twenty (20) months shall be allowed on homes exceeding 5000 sq. ft.

5. **UNDERGROUND UTILITIES.** It shall be the responsibility of the owner and builder to immediately repair any damage to the underground utilities that may occur during the course of construction.

Article 19

ENTRYWAY & DRAINAGE SYSTEM

All lot owners and their respective successors and assigns shall be responsible for paying their pro-rata share of the expense incurred by the Developer or by the Advisory Committee in connection with the care and maintenance of the entrance and adjoining right-of-way areas and the drainage system. The expenses shall be pro-rated

based upon the number of lots in the subdivision. The expenses shall include, but not be limited to, the cost of mowing grass, pruning, replacing shrubbery, repair or replacement of signs, general landscaping, creek bank maintenance, and related items.

Article 20

SURFACE WATER RUN OFF

All lot owners and their respective successors and assigns shall comply with all laws and legal duties, whether statutory or otherwise, and all regulations of any government entity with respect to the control of surface water run off. Additionally, each lot owner shall take such steps at their expense as may be required by Developer and/or Advisory Committee to control surface water run off. Each lot owner shall indemnify Developer and/or Advisory Committee from any and all costs incurred by it including payment of any judgment or settlement of any claim, as a result of any claims made against Developer due to failure of the owner of any lot to properly control surface water run off or to take actions required by the Developer or the Advisory Committee in connection with the control of surface water run off.

Article 21

EASEMENTS

Easements for installations and maintenance of utilities and drainage facilities are reserved. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities or which may change direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements without approval from Developer or Advisory Committee. Exceptions shall be made for the building of driveways required for normal access to each subdivision lot. No easement, right-of-way, roads or rights of access shall be deemed, granted, or in any way given to any person or company through or across any lot in the subdivision to any adjoining lands.

Article 22

RESALE OF LOTS AND HOMES

Any land owner or homeowner has the right to resale their own real estate as "For Sale By Owner." If any landowner desires to list their property with a real estate company, they must list with " The Summit on Bluff Mountain Realty" for 120 days, then you may choose the realty company of your choice.

Article 23

AMENDMENT

During the period in which the Advisory Committee is under the control of the Developer, the Advisory Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereinafter made any additional covenants and restrictions applicable to said land which do not lower the standards of the covenants and restrictions herein contained; and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions herein relating thereto) if the Advisory Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner. Subsequent to the time in which the control of the Advisory Committee passes to the Board of Directors, these Declarations may be amended by 51% affirmative vote of the membership of the Homeowners Association.

Article 24

PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have the right of ingress and egress over the fifty foot right-of-way known as Summit Trails Drive and each and every other common roadway within the various phases of the Development. Additionally, every owner shall have a right of enjoyment of the common areas and amenities as may exist or be created in the future for the benefit and enjoyment of the owners.

Article 25

MEMBERSHIP & VOTING RIGHTS

SECTION 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

SECTION 2. The Association shall have voting members. Members shall be all Owners and shall be entitled to one (1) vote for each Lot owned. The vote for such a Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. The Developer shall also have one vote per lot on lots that have not been conveyed. Absentee or voting by mail is permitted. Voting may be in person or by proxy. The Board of Directors is authorized to adopt rules, regulations and provisions for determining designated or eligible voters for each lot as well as the form, content and delivery of proxies. Voting rights and other privileges of membership may be suspended if an owner is not in good standing with the Association.

SECTION 3. When formed, the Association shall be organized and shall thereafter conduct its business in accordance with Roberts Rules of Order and/or the By-Laws of the Association.

SECTION 4. All notices to members as required herein or in the By-Laws of the Association shall be deemed sufficient if mailed to the current address on file with the Office of Sevier County Tax Assessor for mailing of tax notices.

Article 26

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each platted and improved Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether improved or not and whether or not it shall be so expressed in such a deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to his successors in title.

SECTION 2. PURPOSE OF ASSESSMENTS The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, including mowing grass, maintenance of landscaping, repairs and maintenance, replacement, and additions to Common Areas, management, taxes assessed against the Common Areas, and insurance maintained in accordance with the by-laws and employment of professionals to represent the Association when necessary or when the need arises.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Effective October 3, 2006, the maximum annual assessment shall be \$500.00 per year per Lot effective at closing and payable January 1st of each year.

(a) From and after January 1, 2007 the maximum annual assessment may be increased each year, without a vote of the members, if such increase is not in excess of the increase in the consumer price index as established by the Department of Labor and published in July preceding the increase.

(b) From and after January 1, 2007, the maximum assessment may be increased each year above that established by the consumer price index by the vote of the members, by a two-thirds (2/3) majority vote of members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.

(c) The Board of Directors may fix the annual assessment at an amount not in the excess of the maximum subject to the provisions of Section 6 and 7 herein.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS In addition to the annual assessments authorized above, 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 any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly.

SECTION 5. (reserved)

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments may be fixed at a rate for all Lots and may be collected on a monthly, quarterly, or annual basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS AND DUE DATES.

January 1 of each year shall be the annual due date for payment of the annual assessments. The annual assessments provided for herein shall commence as to all Lots on the date of closing on a pro-rata basis. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board

of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of its date of issuance.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSOCIATION AND REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In addition to the amounts due, plus interest, the Association may add reasonable attorney's fees for collection of any unpaid assessments. Said attorney's fees become a lien upon the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessments thereafter becoming due or from the lien thereof.

SECTION 10. EXEMPT PROPERTY. All property dedicated to, and accepted by a local public authority and all properties owned by charitable and non-profit organizations exempt from taxation by the laws of the State of Tennessee and the United States internal Revenue service, shall be exempt from assessments herein; provided, however, in no event shall any land or improvements devoted to dwelling use be exempt from said assessments even though owned by a charitable or non-profit organization.

IN WITNESS HEREOF this the 5th day of October, 2006.

THE SUMMIT, LLC

BY:


GARY L. FIELDS, CHIEF MANAGER

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **GARY L. FIELDS**, 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 **CHIEF MANAGER** of the maker, **THE SUMMIT, LLC**, 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 5TH day of October, 2006.


NOTARY PUBLIC

My Commission expires: 8/11/09



Prepared by:
 Barry W. Eubanks, Esq.
 SCOTT LAW GROUP, PC
 100 E. Main St., Ste 500
 P.O. Box 4650
 Sevierville, TN 37864-4650
 (865) - 453-3300

4 PGS : RESTRICTIONS	
BATCH: 113211	
08/31/2007 - 09:23 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

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

***AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR PHASE I AND PHASE II OF THE SUMMIT ON BLUFF MOUNTAIN***

THIS AMENDMENT, made as of the 30th day of August, 2007 by Gary L. Fields (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant entered into that certain Declaration of Covenants and Restrictions for Phase I of The Summit on Bluff Mountain dated October 5, 2006 and recorded in Book 2634, Page 389 in the Register's Office for Sevier County, Tennessee (the "Covenants"); and

WHEREAS, Declarant is the sole Member of the Advisory Committee, as defined in the Covenants, and has the sole authority to amend the Covenants.

NOW, THEREFORE, the Declarant, as the sole Member of the Advisory Committee, hereby amends the Covenants as follows:

1. **Amendment to Article 7 of the Covenants.** Article 7 of the Covenants is hereby amended by deleting Article 7 in its entirety and replacing Article 7 of the Covenants with the following:

ARTICLE 7

No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, or other improvement shall be constructed or undertaken without obtaining the prior approval of the Advisory Committee as to the intended location of the same and as to its plans and specifications.

The Advisory Committee shall have full authority to review and act upon request for approval of such a request. As a prerequisite to consideration for such approval, and prior to the beginning of the contemplated work, the applicant must submit a complete and final set of plans and specifications with the written request for their approval. The plans and specifications shall show size, design, color, texture, materials to be used and the proposed location of the structure on the lot. The Advisory Committee shall be the sole arbiter of the same and may withhold approval for any reason including truly aesthetic considerations. In the event the said committee fails to approve or disapprove the plan for design, specifications and location within 30 days after they have been submitted, said plan for the design, specifications and location shall be deemed approved.

In the event that the Committee rejects plans for design, specifications, and location submitted for approval, the party submitting may make the necessary alterations to the said plans for design, specifications, and location with a written request for approval of such plans, specifications, and location.

The word "structure" as used herein shall mean any and all buildings, walls, fences, in ground swimming pools, mailboxes and mailbox post, landscaping, changes and grades of land and any and all other improvements or changes of a permanent nature other than the usual and customary maintenance and refurbishing of the property. A building permit shall be obtained from the proper governmental authority prior to any additions or alterations to building.

The Advisory Committee shall have no liability to owners that have submitted plans and specifications for approval or have requested approvals provided for in these restrictive covenants or to other owners of property in the subdivision as a result of their approval or non-approval of the same. The Committee has no expertise in engineering and does not undertake any duty to determine suitability of soil, soundness of the proposed structure, or appropriateness of any engineering or architectural feature except for the purpose of determining whether the design of the proposed structure and the proposed structure itself is in harmony as to the exterior design, location, and appearance of the community. Although the Committee undertakes no duty to determine suitability of soil or other matters as described above, it has the authority to disapprove of plans in the event that it has concerns about these particular matters.

The determination of the Committee is subjective and discretionary and is not subject to review by any court or other judicial body, or by any owner or other authority. Neither the Advisory Committee nor any of its members or the Developer shall be liable to any person for damages or otherwise resulting from the performance of its duties hereunder and the exercise of the authority and discretion granted to it herein.

Any determination by the Advisory Committee is final and binding on all present or future owners of all, or a part of, the property.

The Advisory Committee shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.

The Advisory Committee shall collect and control expenditures of the annual fees and assessments and shall act in place of and on behalf of the owner's Association until such time as Developer has sold 80 percent of the lots in the development, or until January 1, 2013. Developer shall be exempt from the payment of individual Lot annual or special assessments until such time as Lots are conveyed.

2. **Amendment to Section 15 of Article 10 of the Covenants.** Section 15 of Article 10 of the Covenants is hereby amended by deleting Section 15 of Article 10 of the Covenants in its entirety and replacing Section 15 or Article 10 of the Covenants with the following:

garages
15. GARAGES & DRIVEWAYS. All dwellings are approved for attached and may have an additional detached garage as set forth in Paragraph 18. All garages shall have doors which will completely hide the interior of such garages and are compatible with the dwelling house in style and design.

Carports, whether attached or separate from the dwelling, or other similar structures are subject to be approved by the Advisory Committee.

be
Driveways, parking areas and turn-a-rounds must have proper drainage and must also be approved by the Advisory Committee.

3. **Amendment to Section 22 of Article 10 of the Covenants.** Section 22 of Article 10 of the Covenants is hereby amended by deleting Section 22 of Article 10 of the Covenants in its entirety and replacing Section 22 of Article 10 of the Covenants with the following:

22. OUTSIDE BUILDERS. There is no requirement to use Fields & Dreams LLC as your home builder. Should an owner select another licensed and insured contractor to build their home in The Summit, the owner or their contractor will pay

The Summit a flat fee of \$10,000.00 prior to beginning construction to cover the cost of the Design Center, plan review, and approvals. The Owner and approved contractor will be allowed to meet in and use the Design Center during the construction phase. This will be allowed until such time as the Design Center is converted to another use or The Summitt, LLC or Fields & Dreams Log Homes, LLC cease operations.

4. **Amendment to Section 6 of Article 11 of the Covenants.** Section 6 of Article 11 of the Covenants is hereby amended by deleting Section 6 of Article 11 of the Covenants in its entirety and replacing Section 6 of Article 11 of the Covenants with the following:

6. TREES. No trees, shrubs, or other plants shall be placed in any location that may impair the view from any other lot. No artificial trees or plants shall be displayed outside of home with the exception of the temporary display of Christmas trees or other holiday ornamentation.

5. **Amendment to Article 22 of the Covenants.** Article 22 of the Covenants is hereby amended by deleting Article 22 of the Covenants in its entirety and by not replacing Article 22 of the Covenants with any other provision.

6. **Amendment to Sub-Section (b) of Section 3 of Article 26 of the Covenants.** Sub-Section (b) of Section 3 of Article 26 of the Covenants is hereby amended by deleting Sub-Section (b) of Section 3 of Article 26 of the Covenants in its entirety and replacing it with the following:

(b) From and after the date the Owners take over control of the Association, the maximum assessment may be increased each year above that established by the consumer price index by the vote of the members, by a two-thirds (2/3) majority vote of members who are voting in person or by proxy, at a meeting duly called for this purpose as provided in Section 5 herein.

7. **Amendment to Section 4 of Article 26 of the Covenants.** Section 4 of Article 26 of the Covenants is hereby amended by deleting Section 4 of Article 26 of the Covenants in its entirety and replacing it with the following:


SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, from and after the date the Owners take over control of the Association, 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 any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly.

8. **Other Provisions of the Covenants.** All other provisions of the Covenants, not specifically amended herein, shall remain in full force and effect and shall not be altered.

IN WITNESS WHEREOF, Declarant as the sole Member of the Advisory Committee of THE SUMMIT ON BLUFF MOUNTAIN has executed this AMENDMENT as of the day first above written.

**ADVISORY COMMITTEE
OF THE SUMMIT ON BLUFF MOUNTAIN**

BY: _____



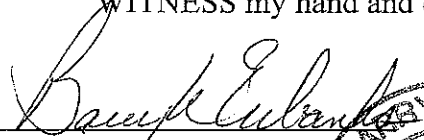
Gary L. Fields

STATE OF TENNESSEE

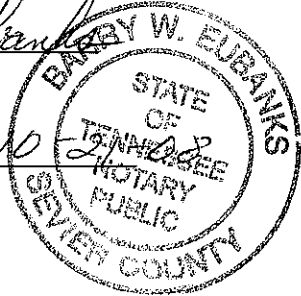
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, GARY L. FIELDS, (name of the individual executing the instrument), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the sole Member of the maker, the Advisory Committee of The Summit on Bluff Mountain, 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 and official seal this the 30th day of August, 2007.


NOTARY PUBLIC

My Commission Exp: 10/27/2008



Prepared by:
Barry W. Eubanks, Esq.
SCOTT LAW GROUP, PC
100 E. Main St., Ste 500
P.O. Box 4650
Sevierville, TN 37864-4650
(865) - 453-3300

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PHASE I AND PHASE II OF THE SUMMIT ON BLUFF MOUNTAIN**

THIS AMENDMENT, made as of the 9th day of November, 2007 by Gary L. Fields (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant entered into that certain Declaration of Covenants and Restrictions for Phase I of The Summit on Bluff Mountain dated October 5, 2006 and recorded in Book 2634, Page 389 in the Register's Office for Sevier County, Tennessee (the "Covenants"); and

WHEREAS, Declarant is the sole Member of the Advisory Committee, as defined in the Covenants, and has the sole authority to amend the Covenants.

NOW, THEREFORE, the Declarant, as the sole Member of the Advisory Committee, hereby amends the Covenants as follows:

1. **Amendment to Article 10, Section 4 of the Covenants.** Article 10, Section 4 of the Covenants is hereby amended by adding the following to the end of section 4:

Log structures are approved for dovetail and saddle notch corners only. No button pass log structures are allowed.

2. **Other Provisions of the Covenants.** All other provisions of the Covenants, not specifically amended herein, shall remain in full force and effect and shall not be altered.

IN WITNESS WHEREOF, Declarant as the sole Member of the Advisory Committee of THE SUMMIT ON BLUFF MOUNTAIN has executed this AMENDMENT as of the day first above written.

**ADVISORY COMMITTEE
OF THE SUMMIT ON BLUFF MOUNTAIN**

BY: _____


Gary L. Fields

STATE OF TENNESSEE

COUNTY OF SEVIER

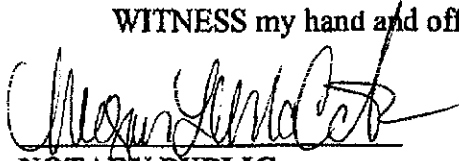
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08001182

2 PGS : RESTRICTIONS	
BATCH: 120883	
01/09/2008 - 11:37 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

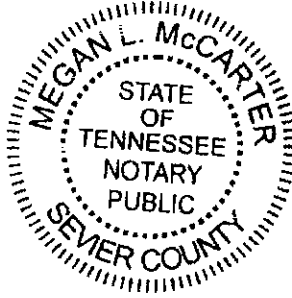
STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

Personally appeared before me, the undersigned authority, GARY L. FIELDS, (name of the individual executing the instrument), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the sole Member of the maker, the Advisory Committee of The Summit on Bluff Mountain, 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 and official seal this the 9th day of November 2007.


NOTARY PUBLIC

My Commission Exp: 5/24/2011



Prepared by:
Barry W. Eubanks, Esq.
SCOTT LAW GROUP, PC
100 E. Main St., Ste 500
P.O. Box 4650
Sevierville, TN 37864-4650
(865) - 453-3300

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PHASE I AND PHASE II OF THE SUMMIT ON BLUFF MOUNTAIN**

THIS AMENDMENT, made as of the 13th day of December, 2007 by Gary L. Fields (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant entered into that certain Declaration of Covenants and Restrictions for Phase I of The Summit on Bluff Mountain dated October 5, 2006 and recorded in Book 2634, Page 389 in the Register's Office for Sevier County, Tennessee (the "Covenants"); and

WHEREAS, Declarant is the sole Member of the Advisory Committee, as defined in the Covenants, and has the sole authority to amend the Covenants.

NOW, THEREFORE, the Declarant, as the sole Member of the Advisory Committee, hereby amends the Covenants as follows:

1. **Amendment to Section 15 of Article 10 of the Covenants.** Section 15 of Article 10 of the Covenants is hereby amended by deleting Section 15 of Article 10 of the Covenants in its entirety and replacing Section 15 or Article 10 of the Covenants with the following:

15. GARAGES & DRIVEWAYS. All dwellings are approved for attached garages and may have an additional detached garage as set forth in Paragraph 18. All garages shall have doors which will completely hide the interior of such garages and are compatible with the dwelling house in style and design.

Carports, whether attached or separate from the dwelling, or other similar structures are subject to be approved by the Advisory Committee.

Driveways, parking areas and turn-a-rounds must have proper drainage and must also be approved by the Advisory Committee.

All driveways must be finished with either asphalt, concrete, pavers or other surface approved by the Advisory committee. No gravel or dirt driveways are allowed.

2. **Other Provisions of the Covenants.** All other provisions of the Covenants, not specifically amended herein, shall remain in full force and effect and shall not be altered.

IN WITNESS WHEREOF, Declarant as the sole Member of the Advisory Committee of THE SUMMIT ON BLUFF MOUNTAIN has executed this AMENDMENT as of the day first above written.

**ADVISORY COMMITTEE
OF THE SUMMIT ON BLUFF MOUNTAIN**

BY: _____


Gary L. Fields

BK/PG: 2991/544-545
08001183

2 PGS : RESTRICTIONS	
BATCH: 120883	
01/09/2008 - 11:37 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

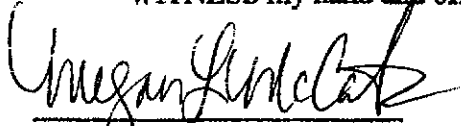
STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, GARY L. FIELDS, (name of the individual executing the instrument), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the sole Member of the maker, the Advisory Committee of The Summit on Bluff Mountain, 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 and official seal this the 13th day of December, 2007.



NOTARY PUBLIC

My Commission Exp: 5/29/11



Prepared by:
Barry W. Eubanks, Esq.
SCOTT LAW GROUP, PC
209 Chilhowee School Road, Ste 16
Seymour, TN 37865
(865) 246-1050

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PHASE I AND PHASE II OF THE SUMMIT ON BLUFF MOUNTAIN**

THIS AMENDMENT, made as of the 12th day of May, 2010, by the Advisory Committee of The Summit on Bluff Mountain by and through, Gary L. Fields (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, The Summit, LLC, by and through Declarant, entered into that certain Declaration of Covenants and Restrictions for Phase I of The Summit on Bluff Mountain dated October 5, 2006 and recorded in Book 2634, Page 389 in the Register's Office for Sevier County, Tennessee (the "Covenants"); and

WHEREAS, Declarant is the sole Member of the Advisory Committee, as defined in the Covenants, and has the sole authority to amend the Covenants.

NOW, THEREFORE, the Declarant, as the sole Member of the Advisory Committee, hereby amends the Covenants as follows:

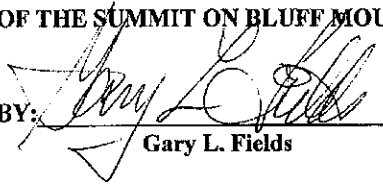
1. **Amendment to Section 22 of Article 10 of the Covenants.** Section 22 of Article 10 of the Covenants is hereby amended by deleting Section 22 of Article 10 of the Covenants in its entirety and replacing Section 22 of Article 10 of the Covenants with the following:

22. OUTSIDE BUILDERS. There is no requirement that Owners use Fields & Dreams LLC, or any other contractor used by Developer, as their home builder. Owners may elect to use an outside builder. All contractors must be licensed, insured, and approved by the Advisory Committee, or the Board of Directors, as applicable. Declarant has converted the Design Center, originally available to outside contractors, to other uses.
2. **Amendment to Section 2 of Article 2 of the Covenants.** Section 2 of Article 2 of the Covenants is hereby amended by adding the following:

"Lot 1, as shown in Large Map Book LM7, Page 160, shall no longer be used by Declarant for commercial purposes. Declarant may instead use Lot 4 as a commercial lot."
3. **Addition of By-Laws of The Summit Homeowners Association, Inc. to Covenants.** The By-Laws of The Summit Homeowners Association, Inc., approved by the Incorporator of the Association and attached hereto and made a part hereof, are incorporated into the Covenants as if recited therein verbatim.
4. **Other Provisions of the Covenants.** All other provisions of the Covenants, not specifically amended herein, shall remain in full force and effect and shall not be altered.

IN WITNESS WHEREOF, Declarant as the sole Member of the Advisory Committee of THE SUMMIT ON BLUFF MOUNTAIN has executed this AMENDMENT as of the day first above written.

ADVISORY COMMITTEE
OF THE SUMMIT ON BLUFF MOUNTAIN


BY: 
Gary L. Fields

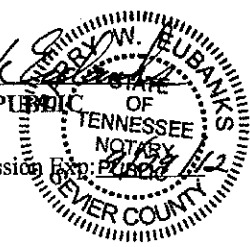
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, GARY L. FIELDS,
(name of the individual executing the instrument), with whom I am personally acquainted, (or proved to me
on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the within
instrument for the purposes therein contained and who further acknowledged that he is the sole Member
of the maker, the Advisory Committee of The Summit on Bluff Mountain, 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 and official seal this the 6th day of MAY, 2010.


NOTARY PUBLIC
My Commission Exp: 02/28/12



BK/PG: 3544/700-701
10020780

2 PGS : RESTRICTIONS	
05/18/2010 - 03:11 PM	
MANDY BATCH 171746	VALUE 0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

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