

**DECLARATION OF EASEMENTS, RESERVATIONS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE PLAT OF**

LOWE'S FERRY

This Declaration of Easements, Reservations, Covenants, Conditions and Restrictions (the "Declaration") is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 229 Washington Avenue, Grand Haven, MI 49417, hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, the Developer, being the owner of all real property in the Plat of Lowe's Ferry (recorded at Map File 2371A, 2371B, 2372A, 2372B, 2373A, 2373B, 2374A), which property is located in the Town of Louisville, Blount County, Tennessee (subject to and together with any and all appurtenances and easements, reservations, licenses, permits, restrictions and conditions of record), as recorded in the Register of Deeds Office of Blount County, Tennessee (the "Development"), hereby makes the following Declaration as to easements, reservations, covenants, conditions and restrictions affecting and governing the Development;

WHEREAS, the Developer has divided Phase 1 of the Development into Lots identified by the numbers "1 -75", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots";

WHEREAS, the Developer is contemplating the platting of additional Lots and commonly owned lands in the future, which will be part of the Development;

WHEREAS, in addition to Lots, the Developer wishes to make provisions for commonly owned lands, and improvements located thereupon, as a component of the Development for the use and enjoyment of the owners of Lots;

WHEREAS, the Developer wishes to permit the development of the Development into a community suitable for family and recreational living and, at the same time, wishes to maintain insofar as possible, the natural character of this beautiful property;

WHEREAS, it is essential to the value of the Lots that the Development be perpetually maintained in a manner consistent with high environmental, aesthetic and residential standards;

WHEREAS, to accomplish the foregoing, the Developer desires to impose certain building and use restrictions, easements, reservations, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole; and

Penny H Whaley, Register
Blount County Tennessee
Rec #: 323137
Rec'd: 95.00 Instrument #: 512450
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 11/27/2006 at 1:35 PM
Total: 97.00 in
Record Book 2135 Pgs 70-88

WHEREAS, the Developer is willing to sell the Lots, but all buyers and subsequent owners hereby accept such Lots subject to the declarations, easements, reservations, covenants, conditions and restrictions set forth herein;

NOW, THEREFORE, the Developer hereby declares and provides that the Development is hereby subject to the following easements, reservations, covenants, conditions and restrictions.

ARTICLE 1
DEFINITIONS

- 1.1 “Architectural Review Committee” or “Committee” shall mean the Architectural Review Committee as established hereinafter in Article 9.
- 1.2 “Association” shall mean the Lowe’s Ferry Property Owners Association, Inc. as established hereinafter in Article 8.
- 1.3 “Boat Slip” or “Slip” shall mean those spaces within the Marina, if any, constructed by the Developer for the Development, and which area is intended to accommodate the docking of watercraft. The right to use said area shall be owned by a Lot Owner. As such, an owner of a Boat Slip owns real property.
- 1.4 “Common Lands” shall mean lands and improvements thereupon, if any, in the Development, that are owned in common by the Lot Owners, including, but not limited to the entryway to the project, all private roads in the Development, the Marina and boat storage area, if any, picnic areas, trails, and open spaces as depicted now or in the future on the Plat(s) of Lowe’s Ferry and such common elements as the Developer, at its sole option, may choose to add in future phases of the Development.
- 1.5 “Developer” shall mean the McKeough Land Company, Inc., the current owner of the land within the Development, or its successors or any person or entity to whom or to which it may, in a document recorded with the Blount County Register of Deeds Office, expressly assign one or more of its rights hereunder or delegate its authority hereunder.
- 1.6 “Development” shall mean the property known as the Plat of Lowe’s Ferry, and all future phases of development associated therewith, subject to and together with any and all appurtenances and easements, reservations, licenses, permits, restrictions and conditions of record.
- 1.7 “Dock” shall mean the physical structure within the Marina, if any, adjacent to a Boat Slip and used for access to and the securing of watercraft. Docks are personal property owned by the Association.

- 1.8 “Lot” shall mean any one of the numbered Lots within the Development and any Lots added by Developer in future phases of the Development. “Lots” shall mean all such Lots.
- 1.9 “Lot Owner” and “Owner” shall mean any person or other entity owning or purchasing a Lot or any person having the right of occupancy of any dwelling constructed on such Lot.
- 1.10 “Marina”, if any, shall mean the physical structure constructed by the Developer on Development lands and Tennessee Valley Authority (TVA) easement lands and water for the Development, which structure includes piers, Docks, roofs and all other accessory improvements thereto necessary for the provision of docking facilities for watercraft and for other associated and permitted activities for the Lot Owners. The Marina is personal property owned by the Association.
- 1.11 “Mobile Home” shall mean any dwelling, transportable in one or more sections, which is built on a permanent chassis.
- 1.12 “Modular Home” shall mean any dwelling constructed off-site in 3-dimensional modules, which modules are then transported to the site for assembly and integration to form the dwelling unit.

ARTICLE 2
SUBDIVISION AND MERGER OF LOTS

- 2.1 No Lot may be further subdivided unless all the resultant parcels created by the subdivision are deeded to an adjacent Lot Owner(s) to increase the size of another Lot.
- 2.2 In the instance where a Lot Owner owns more than one Lot, which Lots directly abut each other, said Lots may be merged, provided all governmental approvals are first obtained. The newly created Lot resulting from such merger shall then be assessed for only one Dues.

ARTICLE 3
CARE AND APPEARANCE OF PREMISES

- 3.1 Lot Owners shall maintain the exterior of all improvements on any Lot and the Lot itself in a neat and attractive manner and in good condition and repair.
- 3.2 In an effort to maintain the beauty of the land and the quality of the Development from the time a Lot is sold by Developer and prior to the construction of a dwelling on the Lot, Developer and/or the Association shall have the right to carry out maintenance functions on each Lot in order to maintain the Lot in a neat and attractive manner. Such maintenance on each Lot includes mowing and/or removing dead and/or fallen trees.

ARTICLE 4
PERMITTED AND PROHIBITED USES

- 4.1 **No Lot or Common Lands shall be used, nor shall any structure be erected thereon or moved thereupon, unless the use thereof and location thereon satisfies the requirements of applicable zoning ordinances or other governmental regulations, if any, which are in effect at the time of the contemplated use or the construction of any structure, or unless approval thereof is obtained from the appropriate zoning or regulatory authority.**
- 4.2 Except as otherwise specifically provided herein, Lots shall be used for the construction of one single-family dwelling for residential purposes, and recreational uses incidental thereto, only.
- 4.3 Home businesses are permitted if operated entirely within the dwelling, employing not more than one non-family member, and excessive traffic and parking requirements are not generated. No exterior signage relating to home businesses shall be permitted.
- 4.4 No storage of any recreational vehicle, including, but not limited to boats, trailers, campers, ATVs, personal watercraft (PWC) and other such vehicles shall be permitted on a Lot outside of an enclosed building. Furthermore, no such storage of any kind is permitted upon the Common Lands, except as permitted hereinafter. The Developer shall designate a location for a storage area in a future phase of the Development. If approved, said designated storage area shall be limited in use to the storage of the aforementioned and properly registered, licensed and operational recreational vehicles and trailers. Unless otherwise expressly permitted by the Association, no Lot Owner may store more than one (1) recreational vehicle, as hereinafter defined, upon said storage area. As to PWC, ATVs and other such vehicles, a trailer accommodating up to four (4) such recreational vehicles is herein to be construed as one (1) such recreational vehicle. Said storage area is for the exclusive use of Lot Owners and will be utilized on a first come, first served basis. Said storage area shall be kept in reasonably neat order and repair. Lot Owners shall not park their personal vehicles on any road within the Development. Lot Owners' personal vehicles shall be parked on their driveways or in their garages only.
- 4.5 No noxious or offensive trade or activity and no activity which is in violation of any law, ordinance, statute or governmental regulation shall be conducted in the Development, nor shall anything be done which may be or become an annoyance or nuisance to the other Lot Owners in the Development.
- 4.6 The exterior of any structure or improvement being constructed upon a Lot shall not remain incomplete for a period of longer than twelve (12) months from the date upon which construction of the improvement was commenced. All construction shall be diligently pursued to completion and such completion shall occur prior to occupancy.

- 4.7 Not more than fifty (50) percent of now-existing trees which are twelve (12) inches or more in diameter, measured at a height of four (4) feet, shall be removed from any Lot, except for dead, hazardous and diseased trees. Large, mature trees [greater than or equal to twelve (12) inches in diameter] comprising historic fence and/or property lines on Lots 17, 18, 39, 57 thru 65, and upon the Development shall not be disturbed without the prior written approval of the Committee. Furthermore, within twelve (12) months after the completion of the dwelling on a Lot, the Lot Owner shall collaborate with the Committee to plant, at the Lot Owner's expense, at a minimum, four (4) trees with a minimum of a three (3) inch caliper and a minimum of eight (8) feet of height upon the Lot. Lot Owners shall make their best efforts to locate said trees in such locations so as not to substantially block any other Lot Owner's view of Fort Loudoun Lake.
- 4.8 Camping is prohibited within the Development. Camping on a Lot shall not be construed to regulate the typical and occasional "backyard camping" activity of children.
- 4.9 All garbage and refuse shall be promptly disposed of so that it will not be objectionable to other Lot Owners. No outside storage containers for refuse or garbage shall be maintained or used unless the same shall be properly concealed with vegetative screening. No dumping of refuse or storage of materials is permitted upon the Common Lands.
- 4.10 Propane gas tanks shall be located underground. If such proves to be impractical on any Lot by reason of soil conditions and/or slope and the Committee has determined that an undue hardship is created by enforcing such underground requirement, then such tanks shall be located in such area of the Lot so as to be as inconspicuous as possible and screened from direct view from beyond the Lot with shrubbery or other vegetative materials.
- 4.11 Hunting and any recreational use of firearms of any kind are prohibited on the Development.
- 4.12 Until such time as Developer has sold all Lots in the Development (or owns contiguous lands), or unless Developer has consented in writing otherwise, no signs or other advertising devices shall be displayed upon vacant Lots, including "For Sale" signs, except those signs placed by the Developer for so long as the Developer owns any Lot (or owns contiguous lands) and except for "For Sale" signs of a "Build to Suit" nature as may be permitted in writing by Developer upon request by builders. Garage and yard sale signs, for the actual days of any such sale, are permitted. No Lot Owner shall be permitted to conduct more than one (1) garage/yard sale per calendar year and any such sale must not be conducted for greater than two (2) consecutive days and may only be held on those "garage/yard sale days" specified in advance by the Association.

- 4.13 No animals shall be kept except common indoor household pets. No animals may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No pets may be permitted to run unsupervised upon the Common Lands or upon another Lot.
- 4.14 Decorative, split rail fencing of the standard two-rail variety and wooden four (4) board fencing (or an equivalent type of fencing that by virtue of material, aesthetics, color, height and opacity provides substantially the same natural appearance thereof) shall be first approved by the Committee prior to being constructed on any Lot and shall not exceed five (5) feet in height. Chain link fencing and fencing composed of PVC-type material are prohibited. Said fences, if any, shall only be permitted rearward (rearward meaning the side of the dwelling opposite of the road) of the dwelling on a Lot, but in no instance shall any fencing cause the substantial obstruction of another Lot Owner's view of Fort Loudoun Lake. Said fencing shall not be permitted on Lots 1 – 32 and 45 – 56, except fencing surrounding an in-ground pool on a Lot as permitted hereinafter. Safety fencing surrounding in-ground swimming pools must be of wood (other than stockade and other such opaque types of fencing), wrought iron (or its other metal composition imitations), stone or other natural material construction. All other types of fencing, except for invisible fencing for pet control, shall be prohibited anywhere in the Development. The Developer or the Association, at their discretion, may install fencing around the sewer treatment area and storage area(s), if any.
- 4.15 Only satellite dishes of thirty-six (36) inches or less in diameter are permitted, and must be attached to the rear (opposite side of dwelling from road) of the principal dwelling in a location that is as inconspicuous as reasonably possible. In the event that a satellite dish is unable to function properly when attached to the principal dwelling, then the alternative location of the satellite dish must be specifically approved by the Committee, along with possible additional screening measures therefor.
- 4.16 No Lot Owner may be permitted to construct and/or use and operate their own external radio and/or television antenna for broadcasting or reception purposes without the prior written approval of the Committee.
- 4.17 Above-ground swimming pools shall not be permitted, unless said pool is engineered and constructed in such a fashion so as to blend into the plan for the development of the Lot and in such a manner so as to be aesthetically and architecturally pleasing and using a masonry or stone retaining wall on the exposed vertical portion of the pool. Any such construction of an above-ground pool contemplated shall first have the approval of the Committee before construction commences. Swimming pools shall be located no closer than twenty (20) feet from any side or rear Lot line.
- 4.18 Outdoor clotheslines are specifically prohibited.

- 4.19 The minimum lease term for any home within the Development shall be not less than six (6) months.

ARTICLE 5
CHARACTER OF BUILDINGS AND CONSTRUCTION

- 5.1 The Developer recognizes that there can be an infinite number of concepts and ideas for the development of the Lots. The Developer wishes to encourage the formulation of new and/or innovative concepts and ideas. Nevertheless, for the protection of all Lot Owners, and for the preservation of the Developer's concept for the development of the Development, the Developer wishes to make certain that any development of a Lot will maintain the natural beauty of the Development and blend man-made structures into the natural environment to the extent reasonably possible.
- 5.2 Each dwelling upon a Lot shall have, at a minimum, an attached two (2) or more car garage.
- 5.3 Single-story dwellings constructed on Lots 1 thru 56 shall have a minimum total of 2,600 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Single-story dwellings constructed on Lots 57 thru 75 shall have a minimum total of 2,000 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Multi-story dwellings constructed on Lots 1 thru 56 shall have a minimum total of 2,800 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 2,000 square feet shall be on the first floor wholly above grade. Multi-story dwellings constructed on Lots 57 thru 75 shall have a minimum total of 2,400 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 1,800 square feet shall be on the first floor wholly above grade.
- 5.4 All exteriors shall be composed of natural wood (e.g. redwood or cedar), brick, stone, stucco, cement-fiberboard (with a natural wood appearance) and other high-quality exterior materials that may be approved by the Architectural Review Committee. Log exterior structures shall only be permitted on Lots 57 thru 75. No gaudy or garish colors are permitted. No aluminum or vinyl siding, trim and fascia will be permitted.
- 5.5 If permitted on a Lot, all outbuildings, including detached garages, gazebos, barns, stables, pumphouses, boathouses, and the like, must be architecturally related to and must match the overall color scheme of the dwelling on the Lot and must be constructed only of materials permitted for the construction of residences. No metal outbuildings are permitted.
- 5.6 For the purposes of this Section, an outbuilding is to mean, generally, a storage-type structure or a detached garage and not to mean other small, low-profile structures such as those associated with swimming pool mechanicals, pumphouses, gazebos,

and private docks/boat houses for Lots. One (1) outbuilding per Lot shall be permitted on Lots 57 thru 75. Unless otherwise specifically permitted by Developer on Lots in future phases of the Development, no outbuildings shall be permitted on any other Lot. All outbuildings which are incidental to the primary use of the Lot shall be constructed only after the construction of the dwelling has commenced, shall be no larger than eight hundred (800) square feet, shall not be used as a residence, and shall be situated on the Lot rearward (opposite side of the dwelling from the roadway) of the dwelling in a manner that is logical and aesthetically pleasing (in the sole judgment of the Committee). In all instances where possible, the outbuilding shall be situated within the wooded portion, if any, of the Lot. In no instance shall the outbuilding be located closer than twenty (20) feet from the rear Lot line or occupy more than twenty (20) percent of the rear yard (rear yard is defined as extending across the width of the Lot and lying between the rear Lot line of the Lot and the dwelling, and measured perpendicular from and along a line parallel with the rear Lot line).

- 5.7 All structures shall direct stormwater runoff away from TVA lands in such a manner to prevent direct discharge of said runoff onto TVA lands.
- 5.8 The principal roof components on all structures shall have a pitch of at least 8:12. All roofing materials used on structures shall be of dark colors and/or of a natural, weathered appearance and be comprised of, at a minimum, 25-year rated architectural-grade laminated shingles that have a raised-relief surface, cedar shake, slate or other high-quality material approved in advance by the Committee.
- 5.9 Mobile Homes, Modular Homes, earthberm, underground, A-frame and dome homes are prohibited.
- 5.10 All utilities constructed by Lot Owners within the Development, shall be located underground.
- 5.11 Unless otherwise permitted herein, no part of any building shall be located closer than thirty (30) feet from the right-of-way line of any roadway in the Development. No part of any dwelling shall be located closer than twelve and one half (12.5) feet from any side Lot line. No part of any dwelling shall be located closer than thirty (30) feet from any rear Lot line. For a Lot that directly abuts the TVA easement, no part of any dwelling shall be located closer than the eight hundred and twenty (820) foot (msl) contour elevation line or thirty (30) feet from the eight hundred and thirteen (813) foot (msl) contour line, whichever is more restrictive. The rear setback line on Lot 21 shall be eighty (80) feet.
- 5.12 Not more than twelve (12) inches of exterior concrete or concrete block walls shall be exposed on any dwelling or outbuilding and any such exposed surfaces shall be properly screened with sufficient landscaping elements.

- 5.13 All driveways shall be constructed as a paved (asphalt and/or concrete), brick or fixed-stone surface and have an improved travel path of, at a minimum, ten (10) feet in width and the improved travel path shall not exceed twenty (20) feet in width. Driveway entrances to Lots shall be located at least five (5) feet from side Lot lines. Driveway access to Lot 39 shall be from Promontory Point, only.
- 5.14 Each Lot Owner shall be responsible for any damage to the Common Lands, which occur as a result of construction on the Owner's Lot and all such damage shall be repaired within thirty (30) days of occurrence by the responsible Lot Owner.
- 5.15 All mailbox and newspaper receptacles shall be approved by the Committee prior to installation.

ARTICLE 6
COMMON LANDS - USES PERMITTED AND PROHIBITED

- 6.1 All trails within the Development established now or hereafter by the Developer or the Association on Common Lands and/or within dedicated easement areas shall be maintained by the Association.
- 6.2 No motorized vehicles are permitted upon the Common Lands, except for golf carts on any trails designated for such use by Developer or the Association, vehicles used to perform normal maintenance and repair activities, and vehicle uses upon Common Lands where motorized vehicles are obviously intended, such as private roadways, parking areas, clubhouse areas, access areas to Marina/community dock(s), if any, and boat storage areas.

ARTICLE 7
LAKE ACCESS-RELATED FACILITIES

- 7.1 All water-related facilities, including but not limited to the Marina and associated parking facilities, if any, are strictly for the use and enjoyment of Lot Owners and their guests.
- 7.2 The Developer is in the process of applying for a marina permit from the TVA. If approved, Boat Slips in the Marina will be available for purchase by Lot Owners. The Developer has reserved and provided for two (2) community Boat Slips for the Association in the Marina for the temporary use by Lot Owners who do not own a Boat Slip and their guests, and for the guests of Lot Owners who do own a Boat Slip. These two (2) community Boat Slips shall be available on a first come, first served basis. In no case shall a watercraft remain in any one of the two (2) community Boat Slips for longer than a twelve (12) hour period. Said community Boat Slips are intended for the temporary use of picking up and dropping off of items and persons. Leasing or selling of any Boat Slip to other than a Lot Owner is prohibited.
- 7.3 Notwithstanding the above-mentioned in Article 7.2, all Lot Owners shall be permitted access to the Marina (for typical pier structure uses such as swimming,

sunbathing, fishing, etc.), if any, and parking facilities associated therewith. Vehicles and/or boat trailers are not permitted to remain in said parking facilities overnight.

- 7.4 If approved by TVA, a smaller community dock will be provided by the Developer for the exclusive use of the Owners of Lots 45 - 50 (6 slips). Said community dock and the Common Lands it situates upon are to be maintained and used equitably only by the aforementioned Lot Owners and their guests. The Developer has extinguished all further rights associated with these Lots for obtaining a permit for any personal water use facility (dock, etc.) adjacent to their respective Lot from TVA. The community dock physical structure, which structure includes piers, docks, roofs and all other accessory improvements thereto necessary for the provision of docking facilities for watercraft, and for other associated and permitted activities for the aforementioned Lot Owners, shall be the common personal property of the aforementioned Lot Owners.
- 7.5 Lot Owners, their guests and the Association shall comply with the provisions of the TVA and other appropriate regulating bodies with respect to all water-related facilities.
- 7.6 The Developer is, as of the date of this writing, involved in negotiations with TVA to obtain authorization to develop facilities associated with lake access for the benefit of Lot Owners in the Development. In the event that Developer is successful in obtaining such authorization, Developer hereby retains the right to design, construct, regulate, allocate and sell (Slips only and to Lot Owners only), such facilities or improvements in any manner that Developer determines is in the best interests of the Development and the said Lots.
- 7.7 The Developer is, as of the date of this writing, involved in negotiations with TVA to obtain authorization to modify the existing grade on Lots 1, 23, 24, 25, 27, 28, 29, 40 - 47, 55 and 56. In the event that Developer is successful in obtaining such authorization, Developer hereby retains the right to design and construct grade changes on said Lots in any manner that Developer determines is in the best interest of the Development and the said Lots.
- 7.8 Lot Owners shall apply to TVA for any type of shoreline stabilization or alteration. If a Lot Owner desires to make any such change to the existing shoreline, the change shall be first approved by the Committee in order to standardize the aesthetics and functionality of the shoreline in the Development.
- 7.9 Any type of earth change activity or construction activity on lands below the eight hundred and twenty (820) foot (msl) contour elevation line and/or TVA easement line shall first require a permit from TVA.

ARTICLE 8
LOWE'S FERRY PROPERTY OWNERS ASSOCIATION, INC.

- 8.1 Lot Owners shall automatically, by virtue thereof, become a member of the Lowe's Ferry Property Owners Association, Inc., a non-profit corporation chartered in the State of Tennessee. The Association is entitled to carry on such business as is customary of such an Association and in such manner as prescribed by its Bylaws.
- 8.2 As a member of the Association, each Lot Owner agrees for himself or herself, and his or her heirs, successors and assigns, to pay to the Association any dues, assessments for maintenance charges and costs or fines (collectively, the "Dues") as may from time to time be levied by the Association for maintenance, repairs, improvements, insurance, license fees or for any other lawful purpose. The Dues shall run with the land. Any such Dues shall not apply to the Lots owned by the Developer.
- 8.3 Dues may be assessed from time to time to meet the needs and commitments of the Association. Lot Owners shall commence paying semi-annual Dues, in-advance, beginning July 1, 2007. Initially, the semi-annual Dues shall be \$650.00 per Lot for a Lot Owner who owns a Slip and \$450.00 per Lot for a Lot Owner who does not own a Slip. Dues shall be billed semi-annually to Lot Owners of record on January 1 and July 1 of each year and shall be payable in full to the Association by January 31 and July 31, respectively.
- 8.4 In the first-time purchase of Lots from the Developer, purchasers shall pay to the Association, at the closing of their purchase, a working capital deposit. This contribution to the Association's account will be \$400.00 per Lot.
- 8.5 Notice of the amount of any Dues, other than those specified in Section 8.4 above as being due at closing, shall be given to the Lot Owner by first-class mail addressed to his or her last known address as it appears on the rolls of the Association.
- 8.6 Any Dues not paid on or before the due date established by the Association shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as the Association may establish. Such interest and all costs incurred by the Association in connection with the collection of any such charges, including, without limitation, reasonable attorney fees, shall be collectible by the Association and shall constitute a continuing lien upon any Lot within the Development owned by the Lot Owner responsible therefor. The Association shall have the right to proceed at law or through equity to foreclose such lien. All such charges shall also be the personal obligation of the Lot Owner against whom they were assessed.
- 8.7 Each Lot Owner (and in this specific context a Lot Owner does not mean a lessee) shall have one vote in the voting affairs of the Association for each Lot owned. That is to mean "one Lot, one vote".

- 8.8 Upon the sale of his Lot to another party, the “Seller” Lot Owner shall provide the Association with the name and mailing address of the “Buyer” Lot Owner.
- 8.9 Each Lot Owner will have a 1/Nth undivided interest in the Common Lands, where N is equal to the total number of Lots in the Development. All such undivided interests are an integral part of, appurtenant to and inseparable from the respective Lots.

ARTICLE 9
ARCHITECTURAL REVIEW COMMITTEE

9.1 Site Development/Architectural Review Committee.

(a) An Architectural Review Committee (the “Committee”) shall be established by the Association’s Board of Directors and shall at all times consist of the Developer and no less than two nor more than four persons appointed by the Board, until such time as Developer elects not to serve, at which time the Board shall appoint that member of the Committee as well. All members appointed by the Board shall be Lot Owners, except that one member may be a licensed architect. The Architectural Review Committee shall assist Lot Owners in complying with the development restrictions set forth in this document.

(b) Except as otherwise provided herein, a majority of the members of the Committee shall have the power to act on behalf of the Committee without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. The Committee may act only by written instrument setting forth the action taken and signed by the members of the Committee consenting to such action, provided further, however, that the Developer’s consent shall be required for all Committee action until such time as the Developer elects not to serve on the Committee.

(c) If the Committee shall cease to exist or for any reason shall fail to function, the Board of Directors of the Association shall serve as the Committee, and in the absence of such a Board, the Committee shall be selected by a majority of Lot Owners.

(d) The Committee shall have no affirmative obligation to be certain that all of the restrictions contained in this Declaration are fully complied with and no member of the Committee shall have any liability, responsibility, or obligation, whatsoever, for any decision or lack thereof, in the carrying out of duties as a member of such Committee. Such Committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the Committee and each of its members on account of any activities of the Committee relating to such Lot Owner’s Lot or improvements to be constructed on such Lot.

(e) The Committee, if it observes deviations from or lack of compliance with the provisions of this Declaration, shall report such deviations or lack of compliance to the Board of Directors of the Association for appropriate action.

(f) Prior to construction, all Lot Owners shall refer to and comply with, in addition to following all procedures promulgated herein this Article 9, the Architectural Design Guidelines for the Plat of Lowe's Ferry (the "Guidelines"), as those shall be published by the Developer at some later date.

9.2 Architectural Review Committee Approval.

(a) No Lot Owner shall construct, alter, or maintain any improvements on a Lot until all of the following have been completed:

1. The Lot Owner has submitted to the Committee four (4) complete sets of preliminary sketches showing floor plans, exterior elevations and an outline of specifications for materials and finishes, and a licensed architect engaged by the Lot Owner has prepared or reviewed said preliminary sketches with respect to exterior elevations and the outline of specifications for materials, finishes and colors;
2. The Committee has approved the preliminary sketches;
3. Upon approval of preliminary sketches, the Lot Owner has submitted to the Committee four (4) copies of complete site plans and specifications therefor, in a form satisfactory to the Committee, showing insofar as is appropriate:
 - i. The size, dimensions and style of the improvements, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
 - ii. The exterior design and building materials;
 - iii. The exterior color scheme;
 - iv. The approximate location of the improvements on the Lot, including, by way of illustration and not limitation, the dwelling, garage and outbuildings, if any;
 - v. The approximate location of the driveways, parking areas and landscaping (including location and construction of all fences or walls, recreational facilities, and utilities) and the types of materials to be used therefor; and
 - vi. The vegetation proposed to be removed or altered in order to accommodate construction, complete landscaping and enhance views.
4. Such plans and specifications have been approved in writing by the Committee; and
5. An acknowledgment form is signed by both the Lot Owner, their contractor and their architect, wherein each acknowledges that they have read and understand the provisions of the restrictions set forth in this Declaration.

(b) Approval for any plans that comply with the restrictions embodied in this Declaration will not be unreasonably withheld. However, approval of the preliminary sketches and detailed site plans and specifications described above may be withheld, not only because of the noncompliance with any of the restrictions and conditions contained herein (including the submission of an incomplete site plan), but also because of the reasonable dissatisfaction of the Committee as to the location of the structure on the Lot, color scheme, finish, design, proportions, shape, height, type or appropriateness of the proposed improvement or alteration, the materials used therein, the kind, shape or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any matters or things which, in the reasonable judgment of the Committee, would render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot. The Committee may exercise reasonable discretion to grant a variance to the restrictions and conditions contained herein, when in the reasonable judgment of the Committee the granting of a variance would not render the proposed improvement inharmonious or out of keeping with the objectives of the Developer or the improvements erected in the immediate vicinity of the Lot.

(c) Any building, structure or improvement, including subsequent alterations or modifications, shall be erected or constructed in substantial conformity with the site plans and specifications approved by the Committee.

(d) If at any time a Lot Owner shall have submitted to the Committee site plans and specifications in accordance with this section for a structure or alteration, and the Committee has neither approved such plans and specifications within fourteen (14) days from the date of submission nor notified the Lot Owner of its objection within such 14-day period, then such site plans and specifications shall be deemed to have been approved by the Committee, provided that the plans conform to, or are in harmony with, these restrictions, the applicable zoning ordinance or other governmental regulation, if any, and the existing structures in the Development, and further provided that no suit to enjoin the construction has been commenced prior to the completion of any improvements to the Lot.

(e) In the event that a Lot Owner shall file revised site plans and specifications for a structure or alteration with the Committee after receiving objections from the Committee with respect to original site plans and specifications, and the Committee has neither approved them nor notified the Lot Owner of further objections within fourteen (14) days from the date of submission, then such revised site plans and specifications shall be deemed to have been approved by the Committee. The date of submission is herein defined as the date upon which any member of the Committee has received said site plans and specifications.

ARTICLE 10
LANDSCAPING AND GRADE

- 10.1 The grade of the Lots shall be maintained in harmony with the topography of the Development and with respect to adjoining Lots.
- 10.2 In the interest of preserving the existing condition of natural slopes, the Lot Owners shall maintain groundcover to prevent water and wind erosion on their Lot.
- 10.3 The location of all improvements shall be designed and located so as to be compatible with the natural surroundings and with the other Lots.
- 10.4 Silt fencing shall be installed in appropriate areas prior to site excavation, driveway construction, landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fences shall be maintained until the landscaping necessary to prevent erosion of soil is completed.

ARTICLE 11
EASEMENTS, RESERVATIONS AND DEDICATIONS

- 11.1 No Lot Owner shall be permitted to grant any right-of-way or easement across their Lot, except to another Lot Owner or to benefit a Lot governed hereby. Neither may a Lot Owner use all or any portion of his Lot to establish a road access to property not included in the Development.
- 11.2 Any type of permanent construction or improvement within designated easement areas, other than those provided for herein (and including the construction of driveways and placement of mailboxes), is prohibited.
- 11.3 Easements for installation and maintenance of utilities and drainage facilities are hereby reserved five (5) feet in width on each side of all interior Lot lines, ten (10) feet in width inside and adjacent to all Development boundary lines, and ten (10) feet outside and adjacent to all roadway rights of way. For Lots 40 through 42, easements for installation and maintenance of utilities are hereby reserved twenty (20) feet in width along and adjacent to Topsail Court. In any instance where, due to design, soil and/or topographical considerations, a utility line must be constructed outside of the typical easement areas provided for herein or on the Plat(s) of the Development, an easement of five (5) feet on each side of any so constructed utility line in the Development is hereby reserved for maintenance, repair and re-construction purposes. In addition, the Common Lands and roadway right of ways in which the private roads will situate in the Development are hereby designated as an easement area for all current and future appropriate utility purposes.
- 11.4 Easements for installation and maintenance of drainage facilities, including but not limited to, detention/retention basins and drainage ways are hereby reserved over, under, across and through the Development where necessary to accomplish

appropriate drainage functions. Within these easements, no structure, planting or other material shall be placed or permitted to remain, which may interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or detain the flow of water through drainage channels in the easements. All driveways providing access to Lots and Common Lands shall be permitted in such utility and drainage easement locations so long as said driveways comply with the foregoing requirements and are properly permitted by the Committee and any governmental authority.

- 11.5 A perpetual utility easement is hereby granted to Utility Capacity Corporation, Inc. and Tennessee Wastewater Systems, Inc., and their successors and assigns, for the land containing collector lines, effluent filters, pumps, on-lot or common property interceptor tanks, any sewage lift station sites, the treatment and disposal sites, and sites of other components of the wastewater system that may be necessary for the operation, management, and expansion of the wastewater system to serve the Development. Any structure on any Lot that is to be connected to the sewerage system shall have a lockable shut-off valve installed on the Lot Owner's side of the water meter on the water supply line to the structure for the exclusive use of Tennessee Wastewater Systems, Inc., and their successors and assigns.
- 11.6 The Developer hereby reserves 100% of all minerals in the Development. Except as otherwise provided herein, no mineral exploration is permitted on the Development. Exploration and removal of minerals is permitted by the Developer or its assigns or successors in title, but only if no surface activity or reduction of vertical support of the surface will occur.
- 11.7 The Developer hereby reserves the right to expand the Development to other contiguous lands it may own now or may acquire in the future and reserves unto itself the right to use roads, utilities, drainage structures, Common Lands and any other supporting improvement and infrastructure component of the Development in order to so expand the Development. Any expansion of the Development by Developer will be accomplished in conformance with this Declaration.

ARTICLE 12

RULES AND REGULATIONS

The Association may promulgate rules and regulations specifically authorized hereunder and such other rules and regulations as may be reasonably necessary or helpful to achieve the quality of living in the Development desired by the Association. All Lot Owners and their guests and invitees shall abide by such rules and regulations, and the Association may establish and levy fines for any failure to comply with the same.

ARTICLE 13
ASSIGNMENT OF RIGHTS

Except as specifically provided for elsewhere in this Declaration, all rights hereunder granted to Lot Owners shall not be further assignable except as an appurtenance to and in conjunction with the sale of their Lot.

ARTICLE 14
VIOLATION OF PROVISIONS

- 14.1 In the event that any Lot Owner violates the terms of this Declaration, the Developer or the Association, not earlier than thirty (30) days after it has delivered written notice to a Lot Owner of a violation of one or more of the provisions hereof, may enter upon the violating Lot Owner's Lot and correct the violation and alter, repair or change any building, structure or thing which may be upon the Lot in violation thereof, so as to make such improvement or thing conform to such provisions.
- 14.2 The Developer or the Association may charge the Lot Owner in violation for the entire cost of the work done pursuant to the provisions of this Section, which shall become a lien against the Lot Owner's Lot.

ARTICLE 15
ENFORCEMENT

- 15.1 In addition to any rights set forth in Article 12 and Article 14 for a violation or breach of any of the provisions hereof, the Developer, the Association, any Lot Owner(s) or any municipal governing authority shall have the right to proceed at law or through equity to prevent the violation or breach of the provisions of this Declaration or to recover damages for such violation and to foreclose any lien granted hereunder.
- 15.2 In any action or suit to enforce the provisions hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and other legal costs.

ARTICLE 16
DURATION AND EFFECT

The provisions hereof shall run with the Development and shall be binding upon all Lot Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the requisite number of Lot Owners set forth in Article 17 hereof, has been recorded agreeing to cancel, amend or change, in whole or in part, this Declaration.

ARTICLE 17
AMENDMENT

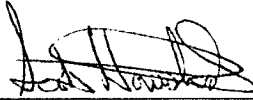
- 17.1 The Developer, so long as it owns any Lot in the Development or any lands adjacent thereto, hereby reserves the right to amend these covenants and restrictions without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.
- 17.2 These restrictions may be rescinded or amended, in whole or in part, by an appropriate recorded written instrument executed and acknowledged by not less than three-fourths (3/4ths) of the Lot Owners; provided, however, that any such rescission or amendment must be acknowledged by all of the Lot Owners if:
- (a) it changes the single-family nature of the Development; or
 - (b) it expands the rights of a Lot Owner to subdivide a Lot or to place more than one house on a Lot.
- 17.3 Any amendments shall become effective ten (10) days after a notice of adoption of the amendment, together with a copy of the recorded amendment, are mailed to all Lot Owners. Notwithstanding the foregoing provisions of this Section, certain rights reserved by the Developer herein shall not be terminated by any amendment without the consent of the Developer.

ARTICLE 18
SEVERABILITY

- 18.1 The invalidation of any one or more of the reservations and restrictions provided herein, by judgment or court order, or the amendment of any one or more of the restrictions as hereinabove provided, shall in no way affect any of the other provisions herein, which shall remain in full force and effect.
- 18.2 In the event that there exist now or in the future regulations, federal, State, local or otherwise, that are more restrictive than those contained herein, the more restrictive regulation shall apply.
- 18.3 In the event this Declaration conflicts with the terms of the Articles of Incorporation or Bylaws of the Association, the terms of this Declaration shall control.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 27th day of November, 2006.


McKEOUGH LAND COMPANY, INC.

By: 
Scott Harestad
Sales Manager

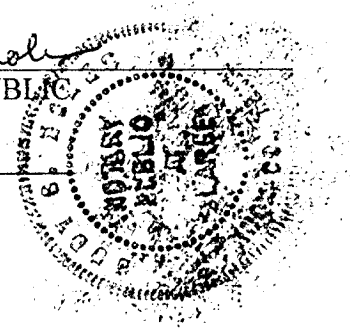
STATE OF TENNESSEE)
 }
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Scott Harestad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the Sales Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation, and that he as such Sales Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the said corporation as such Sales Manager.

WITNESS my hand and official seal at office in said County this 10th day of November, 2006.


NOTARY PUBLIC

My commission expires: 3-28-07



PREPARED BY AND RETURN TO:

McKeough Land Company, Inc.
10710 Murdock Road Suite #101
Knoxville, TN 37922
(865) 584-0005

Penny H Whaley, Register
Blount County Tennessee
Rec #: 338698
Rec'd: 20.00 Instrument #: 538763
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 8/24/2007 at 11:17 AM
Total: 22.00 in
Record Book 2169 Pgs 1672-1675

**SUPPLEMENTAL DECLARATION OF EASEMENTS, RESERVATIONS,
COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT(S)**

OF

LOWE'S FERRY

This Supplemental Declaration of Easements, Reservations, Covenants, Conditions and Restrictions is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 229 Washington Avenue, Grand Haven, MI 49417, hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, Developer has recorded a Declaration of Easements, Reservations, Covenants, Conditions and Restrictions for the Plat of Lowe's Ferry recorded in Book 2135, Pages 70 - 88, which subjected the Plat of Lowe's Ferry (recorded at Map File 2371A, 2371B, 2372A, 2372B, 2373A, 2373B, 2374A) to such Declaration;

WHEREAS, according to Section 17, Article 17.1 in the Declaration, the Developer, so long as it owns any Lot in the Development or any lands adjacent thereto, hereby reserves the right to amend the Declaration without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner.

WHEREAS, In addition to Phase 1 of the Development (Lots 1 - 75), the Developer has divided Phase 2 of the Development into Lots identified by the numbers "76 -105", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots";

WHEREAS, Developer has recorded Phase 2 of Lowe's Ferry at Map File 2493B;

WHEREAS, to accomplish the foregoing, the Developer desires to impose on Phase 1, Phase 2, and any future phases, the Declaration for Phase 1 and certain supplemental building and use restrictions, easements, reservations, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole;

NOW, THEREFORE, the Developer hereby declares and provides that the Development, including Phase 1, Phase 2 and any future phases, is hereby subject to the following supplemental easements, reservations, covenants, conditions and restrictions for all Lots in the Development in addition to the Declaration of Easements, Reservations, Covenants, Conditions and Restrictions for the Plat of Lowe's Ferry recorded in Book 2135, Pages 70 - 88, and said supplemental easements, reservations, covenants, conditions and restrictions shall be included in the definition of "Declaration".

Article 1, Section 1.8 in the Declaration for Phase 1 is hereby substituted to read: "Lot" shall mean any one of the numbered Lots within the Development and any Lots added by Developer in future phases of the Development, with the exception of Lot 89, which is hereby designated as Common Lands for the purpose of the Marina, if approved, and associated community facilities (yacht club, etc.). "Lots" shall mean all such Lots. The term "Lot(s)" shall be interchangeable with the term "Homesite(s)".

Article 4, Section 4.7 in the Declaration for Phase 1 is hereby substituted to read: Not more than fifty (50) percent of now-existing trees which are twelve (12) inches or more in diameter, measured at a height of four (4) feet, shall be removed from any Lot, except for dead, hazardous and diseased trees. Large, mature trees [greater than or equal to twelve (12) inches in diameter] comprising historic fence and/or property lines on Lots 17, 18, 39, 57 thru 65, 77, 78, and upon the Development shall not be disturbed without the prior written approval of the Committee. Furthermore, within twelve (12) months after the completion of the dwelling on a Lot, the Lot Owner shall collaborate with the Committee to plant, at the Lot Owner's expense, at a minimum, four (4) trees with a minimum of a three (3) inch caliper and a minimum of eight (8) feet of height upon the Lot. Lot Owners shall make their best efforts to locate said trees in such locations so as not to substantially block any other Lot Owner's view of Fort Loudoun Lake.

Article 4, Section 4.14 in the Declaration for Phase 1 is hereby substituted to read: Decorative, split rail fencing of the standard two-rail variety and wooden four (4) board fencing (or an equivalent type of fencing that by virtue of material, aesthetics, color, height and opacity provides substantially the same natural appearance thereof) shall be first approved by the Committee prior to being constructed on any Lot and shall not exceed five (5) feet in height. Chain link fencing and fencing composed of PVC-type material are prohibited. Said fences, if any, shall only be permitted rearward (rearward meaning the side of the dwelling opposite of the road) of the dwelling on a Lot, but in no instance shall any fencing cause the substantial obstruction of another Lot Owner's view of Fort Loudoun Lake. Said fencing shall not be permitted on Lots 1 - 32, 45 - 56, and 76 - 105, except fencing surrounding an in-ground pool on a Lot as permitted hereinafter. Safety fencing surrounding in-ground swimming pools must be of wood (other than stockade and other such opaque types of fencing), wrought iron (or its other metal composition imitations), stone or other natural material construction. All other types of fencing, except for invisible fencing for pet control, shall be prohibited anywhere in the Development. The Developer or the Association, at their discretion, may install fencing around the sewer treatment area and storage area(s), if any.

Article 5, Section 5.3 in the Declaration for Phase 1 is hereby substituted to read: Single-story dwellings constructed on Lots 1 thru 56, 76 - 88, and 90 - 105 shall have a minimum total of 2,600 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Single-story dwellings constructed on Lots 57 thru 75 shall have a minimum total of 2,000 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Multi-story dwellings constructed on Lots 1 thru 56, 76 - 88, and 90 - 105 shall have a minimum total of 2,800 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of

2,000 square feet shall be on the first floor wholly above grade. Multi-story dwellings constructed on Lots 57 thru 75 shall have a minimum total of 2,400 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 1,800 square feet shall be on the first floor wholly above grade.

Article 5, Section 5.11 in the Declaration for Phase I is hereby substituted to read: Unless otherwise permitted herein, no part of any building shall be located closer than thirty (30) feet from the right-of-way line of any roadway in the Development. No part of any dwelling shall be located closer than twelve and one half (12.5) feet from any side Lot line. No part of any dwelling shall be located closer than thirty (30) feet from any rear Lot line. For a Lot that directly abuts the TVA easement, no part of any dwelling shall be located closer than the eight hundred and twenty (820) foot (msl) contour elevation line or thirty (30) feet from the eight hundred and thirteen (813) foot (msl) contour line, whichever is more restrictive. The rear setback line on Lot 21 shall be eighty (80) feet. The rear setback line on Lot 79 shall be thirty (30) feet from the eight hundred and twenty (820) foot (msl) contour elevation line. The rear setback line on Lot 80 shall be fifty (50) feet from the eight hundred and twenty (820) foot (msl) contour elevation line. The rear setback line on Lot 81 shall be fifty (50) feet. The rear setback line on Lot 84 shall be eighty (80) feet. The rear setback line on Lot 85 shall be fifty (50) feet from the eight hundred and twenty (820) foot (msl) contour elevation line and eighty (80) feet from the rear Lot line adjacent to Lot 81 and Lot 82. A natural vegetative border shall be maintained within twenty-five (25) feet of the lake shore and water or drainage features.

Article 5, Section 5.13 in the Declaration for Phase I is hereby substituted to read: All driveways shall be constructed as a paved (asphalt and/or concrete), brick or fixed-stone surface and have an improved travel path of, at a minimum, ten (10) feet in width and the improved travel path shall not exceed twenty (20) feet in width. Driveway entrances to Lots shall be located at least five (5) feet from side Lot lines. Driveway access to Lot 39 shall be from Promontory Point or Topsail Court. Driveway access to Lot 105 shall be from Lowe's Landing, only.

Article 7, Section 7.4 in the Declaration for Phase I is hereby substituted to read: If approved by TVA, a smaller community dock will be provided by the Developer for the exclusive use of the Owners of Lots 45 - 50 (6 slips), and 76 - 80, and 85 (6 slips). Said community dock and the Common Lands it situates upon are to be maintained and used equitably only by the aforementioned Lot Owners and their guests. The Developer has extinguished all further rights associated with these Lots for obtaining a permit for any personal water use facility (dock, etc.) adjacent to their respective Lot from TVA. The community dock physical structure, which structure may include piers, docks, roofs and all other accessory improvements thereto necessary for the provision of docking facilities for watercraft, and for other associated and permitted activities for the aforementioned Lot Owners, shall be the common personal property of the aforementioned Lot Owners.

Article 11, Section 11.8 is hereby amended to the Declaration for Phase I to read: An easement has been granted to the United States of America (referred to as TVA Highway Easement on the Plat) as recorded in Record Book 64, Page 35, for the purpose of the right to construct a road or highway. Said easement encumbers Lots 89, 90, 93 - 96, and Common Land "P" in the Development, as shown on the Plat of Lowe's Ferry Phase Two.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 23rd day of August, 2007.

McKEOUGH LAND COMPANY, INC.


By: *Scott Harestad*
Scott Harestad
General Manager

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Scott Harestad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the said corporation as such General Manager.

WITNESS my hand and official seal at office in said County this 23rd day of August, 2007.

Judy C
NOTARY PUBLIC
My commission expires: 3-9-11



PREPARED BY AND RETURN TO:
McKeough Land Company, Inc.
10710 Murdock Road Suite #101
Knoxville, TN 37922
(865) 584-0005

**SECOND SUPPLEMENTAL DECLARATION OF EASEMENTS,
RESERVATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE PLAT(S)**

OF

LOWE'S FERRY

This Second Supplemental Declaration of Easements, Reservations, Covenants, Conditions and Restrictions is made on the date hereinafter set forth by the McKeough Land Company, Inc., an Illinois corporation, of 229 Washington Avenue, Grand Haven, MI 49417, hereinafter referred to as the "Developer."

WITNESSETH

WHEREAS, Developer has recorded a Declaration of Easements, Reservations, Covenants, Conditions and Restrictions for the Plat of Lowe's Ferry recorded in Book 2135, Pages 70 - 88 (the "Declaration"), and a Supplemental Declaration in Book 2169, Pages 1672 - 1675 (the "First Supplemental Declaration"), which subjected the Plat(s) of Lowe's Ferry (recorded at Map File 2371A, 2371B, 2372A, 2372B, 2373A, 2373B, 2374A, and 2493B) to such Declaration(s);

WHEREAS, according to Section 17, Article 17.1 in the Declaration, the Developer, so long as it owns any Lot in the Development or any lands adjacent thereto, hereby reserves the right to amend the Declaration without the consent of the Lot Owners for any purpose, if the amendment does not materially alter or change the rights of a Lot Owner;

WHEREAS, In addition to Phase 1 (Lots 1 - 75), and Phase 2 (Lots 76 - 105) of the Development, the Developer has now divided Phase 3 of the Development into Lots identified by the numbers "124 - 158", each of which is individually referred to as a "Lot" and which are collectively referred to herein as the "Lots";

WHEREAS, Developer has recorded Phase 3 of Lowe's Ferry at Map File 2529B and 2530A;

WHEREAS, to accomplish the foregoing, the Developer desires to impose on Phase 1, Phase 2, Phase 3 and any future phases, the Declaration and the First Supplemental Declaration and certain supplemental building and use restrictions, easements, reservations, covenants and conditions, as herein contained, upon and for the benefit of said Lots and the Development as a whole;

NOW, THEREFORE, the Developer hereby declares and provides that the Development, including Phase 1, Phase 2, Phase 3 and any future phases, is hereby subject to the following

supplemental easements, reservations, covenants, conditions and restrictions for all Lots in the Development:

Article 5, Section 5.3 in the First Supplemental Declaration is hereby amended to read: Single-story dwellings constructed on Lots 1 - 56, 76 - 88, and 90 - 105 shall have a minimum total of 2,600 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Single-story dwellings constructed on Lots 57 - 75 and 124 - 158 shall have a minimum total of 2,000 square feet of finished living area, excluding any garage, basement and porch, on the first floor wholly above grade. Multi-story dwellings constructed on Lots 1 - 56, 76 - 88 and 90 - 105 shall have a minimum total of 2,800 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 2,000 square feet shall be on the first floor wholly above grade. Multi-story dwellings constructed on Lots 57 - 75 and 124 - 158 shall have a minimum total of 2,400 square feet of finished living area, excluding any garage, basement and porch, of which a minimum of 1,800 square feet shall be on the first floor wholly above grade.

Article 5, Section 5.4 in the Declaration is hereby amended to read: All exteriors shall be composed of natural wood (e.g. redwood or cedar), brick, stone, stucco, cement-fiberboard (with a natural wood appearance) and other high-quality exterior materials that may be approved by the Architectural Review Committee. Log exterior structures shall only be permitted on Lots 57 - 75 and 124 - 158. No gaudy or garish colors are permitted. No aluminum or vinyl siding, trim and fascia will be permitted.

Article 5, Section 5.6 in the Declaration is hereby amended to read: For the purposes of this Section, an outbuilding is to mean, generally, a storage-type structure or a detached garage and not to mean other small, low-profile structures such as those associated with swimming pool mechanicals, pumphouses, gazebos, and private docks/boat houses for Lots. One (1) outbuilding per Lot shall be permitted on Lots 57 - 75, and 124 - 158. Unless otherwise specifically permitted by Developer on Lots in future phases of the Development, no outbuildings shall be permitted on any other Lot. All outbuildings which are incidental to the primary use of the Lot shall be constructed only after the construction of the dwelling has commenced, shall be no larger than eight hundred (800) square feet, shall not be used as a residence, and shall be situated on the Lot rearward (opposite side of the dwelling from the roadway) of the dwelling in a manner that is logical and aesthetically pleasing (in the sole judgment of the Committee). In all instances where possible, the outbuilding shall be situated within the wooded portion, if any, of the Lot. In no instance shall the outbuilding be located closer than twenty (20) feet from the rear Lot line or occupy more than twenty (20) percent of the rear yard (rear yard is defined as extending across the width of the Lot and lying between the rear Lot line of the Lot and the dwelling, and measured perpendicular from and along a line parallel with the rear Lot line).

To **Article 6** of the Declaration is hereby added the following:

6.3 The Developer hereby designates that a location for a storage area is hereby provided for within the Common Lands and depicted on the Plat of Lowe's Ferry Phase 3 as "Common Q".

Article 10, Section 10.4 in the Declaration is hereby amended to read:


Silt fencing, and/or other approved soil erosion devices and/or measures, shall be installed and/or in-place in appropriate areas prior to site excavation, driveway construction, landscaping activity and where exposed soil may be subject to runoff and erosion. Said silt fencing, and/or other approved devices and/or measures, shall be maintained until the landscaping necessary to prevent erosion of soil is completed. It is the sole responsibility of each Lot Owner to comply with all regulating bodies and obtain and comply with any such permits required prior to any disturbance on their Lot.

To **Article 11** of the Declaration is hereby added the following:

11.9 An easement on Lot 61 for pedestrian, bicycle and golf cart access for Lot Owners is hereby reserved ten (10) feet in width adjacent and parallel to the right-of-way of Lanyard Lane. An easement on Lot 105 for pedestrian, bicycle and golf cart access for Lot Owners is hereby reserved ten (10) feet in width adjacent and parallel to the right-of-way of Promontory Point.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 11th day of October, 2007.


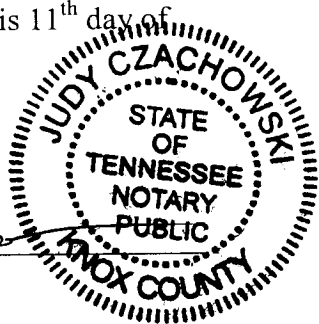
McKEOUGH LAND COMPANY, INC.

By: 
Scott C. Harestad
General Manager

STATE OF TENNESSEE)
 }
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Scott C. Harestad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself, upon oath to be the General Manager of McKEOUGH LAND COMPANY, INC., an Illinois corporation, and that he as such General Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained and expressed, by signing the name of the said corporation as such General Manager.

WITNESS my hand and official seal at office in said County this 11th day of October, 2007.


NOTARY PUBLIC 

My commission expires: 3-9-11

PREPARED BY AND RETURN TO:

McKeough Land Company, Inc.
10710 Murdock Road Suite #101
Knoxville, TN 37922
(865) 584-0005