

For amendment see misc book 109 page 539.

Prepared by: Bill Sikes ~~Bill Cockett~~  
Mountain City, TN

747

**HORSESHOE COVE SUBDIVISION  
RESERVATION AND RESTRICTIVE COVENANTS**

WHEREAS, Horseshoe Cove Properties, Inc. is the owner of a certain tract or parcel of land pursuant to deed from James P. Crawford et al dated January 21, 1994 recorded in the Register's Office for Carter County, Tennessee in Deed Book 405, page 552, and which property has been developed into a subdivision known as "Horseshoe Cove Subdivision" as shown on a plat of survey dated August 25, 1995 as performed by Thomas Todd Grayson, Registered Land Surveyor No. 1346, of Appalachian Land Survey Company, P.O. Box 410, Mountain City, Tennessee 37683, a copy of which plat is recorded in said office in Plat ~~Book~~ <sup>Cabinet</sup>

B, at page SLIDE and 121

WHEREAS, it is the desire and intention of the undersigned to sell the property described above, as set forth on the plat of Horseshoe Cove Subdivision, hereinafter referred to as "Subdivision", and to impose on it mutual beneficial restrictions and agreements under a general plan or scheme of improvement for the benefit of all lots in said subdivision and the future owners of said lots; and

**WITNESSETH:**

NOW, THEREFORE, Horseshoe Cove Properties, Inc., herein referred to as "Developer", declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, agreements and covenants, all of which are declared and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions, agreements and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lands or any part thereof.

**I**

**PREAMBLE**

1. If the owners of such lots or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situate in such subdivision, the Developers, or the Association to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent them from so doing or to recover damages for such violation, or both.

2. Invalidation of any of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

FOR AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS SEE MISC BOOK 1104 pg 234

3. The Developer or Association may make other restrictions applicable to each lot by appropriate provision in the contract or deed.

4. The Developer or the Association reserves the right to modify the restrictions contained herein with consent of a majority of the individual lot owners, but such modification must be in writing.

5. Violation of any restriction, condition or covenant herein shall give the Developer or Association the right to enter upon the property where the violation exists and summarily abate or remove the same at the expense of the owner and such entry and abatement or removal shall not be deemed a trespass, but failure to do so will not constitute a waiver.

6. These reservations and covenants shall be binding upon and inure to the benefit of the Developer, the Association, and each lot owner, their respective heirs, assigns, successors in interest and personal representatives.

7. At such time as the Developers shall, in their sole discretion, determine that it is in the best interest of Horseshoe Cove Properties, Inc. to transfer to the Association, any of the powers, authority, decision making powers, and responsibilities or obligations reserved to and/or imposed upon the Developers within this Reservation, it may do so, however, the Developers shall not be obligated to, in any manner, transfer said power, authority, decision making powers, responsibilities or obligations, or any of said powers, authority, decision making powers, responsibilities or obligations, it being expressly agreed and understood that until the Developers do so, said Developers shall retain any and all powers, authority, decision making powers and any responsibilities or obligations given to or reserved unto them under this Reservation. Developer may also choose to convey any common area, field line area or other property or interest therein to the Association and the Association shall accept said property, or interest therein, and be responsible therefor.

## II

### HOMEOWNER'S ASSOCIATION

1. Every person acquiring title, legal or equitable, to any lot in the Horseshoe Cove Subdivision, shall become a member of the Homeowners Association, to be incorporated as such, hereinabove and hereinafter referred to as "Association", and so long as said person is the owner of such lot, said person must remain a member of the Association.

2. Such membership is not intended to apply to those persons who hold an interest in any lot or unit merely as a security for the performance of an obligation to pay money, for example a mortgage or deed of trust. However, if such person should realize upon their security and become the real owner of a lot, they will then be subject to all the requirements and limitations imposed in those restrictions and agreements on

owners of lots within the subdivision and on members of the Association, including those provisions with respect to payment of annual charges.

3. The Association shall be responsible for the maintenance, repair and upkeep of the private streets or gates (including the entrance gate and road shown as "Tract A" on U.S. Government Property plus the large deck, boat ramp and boat dock shown as "Tract B") within the subdivision. The Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and areas, including "Tract A" and "Tract B".

4. The Association shall have all the powers that are set out in its articles of incorporation and all other powers that belong to it by operation of law, including, but not limited to, the power to levy against every member of the Association a uniform annual charge per single family residential lot within the subdivision, the amount of said charge to be determined by the board of directors of the Association, but never to be less than \$100.00 per year payable on January 2nd of each year, after consideration of current maintenance and/or improvement needs and future needs of the Association, for the purpose set forth in its articles of incorporation. [No such charges shall ever be made against, or payable by, the developers or the Association itself]. Every such charge so made shall be paid by the member to the Association, or its designee, on or before the due date established by the Association. The board of directors of the Association shall fix the amount of the annual charge per lot at least thirty (30) days before the due date and written notice of the charge so fixed shall be sent to each member. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of ten (10%) per annum. The annual charge shall, if unpaid within thirty (30) days of its due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by mortgagee, shall be construed to be a covenant to pay the charge. The Association may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charge plus cost and a reasonable attorney's fee. Each such lien may be foreclosed at anytime. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest cost, and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by any delinquent member to the Association. Every person who shall become the owner of the title, legal or equitable, to any lot in the subdivision by any means shall be conclusively held to have covenanted to pay the Association, or its designee, all charges that the Association shall make pursuant to any paragraph or subparagraph of these restrictions. Any lot acquired is taken subject to the lien for any prior or unpaid charges.

The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be.

The fund accumulated as the result of the charges levied by the Association shall be used exclusively, except for payment of Association operating expenses, for the improvement and maintenance of the streets

750

and gates (including the entrance gate and road shown as "Tract A" on U.S. Government property plus the large deck, boat ramp and boat dock shown as "Tract B", both of which are referred to below) within the subdivision which shall have been conveyed to or acquired by or subject to use by the Association, as well as any other improvements which may from time to time be made to the subdivision by the Association.

The lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon, recorded in accordance with the applicable state laws, shall be, from the date of recordation, superior to any and all such liens provided for herein.

The board of directors of the Association shall have the right to suspend the voting rights, if any, of any member, for any period during which any Association charge, including the charges and the fines, if any, hereinabove set forth, owed by the member to the Association remains unpaid and/or during the period of any continuing violation of the restrictive covenants of the subdivision, after the existence of the violation shall have been declared by the board of directors of the Association.

5. The grantee of any lot subject to the coverage of this declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the developers or any subsequent owners of such lot, shall accept such deed or contract upon and subject to each and all of these restrictions and the agreements therein contained, and also the jurisdiction, rights and powers of the developers, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the Developers or the Association, and to and with the grantees and subsequent owners of each of the lots within the subdivision, to keep, observe, comply with and perform said restrictions and agreements.

Each such grantee also agrees, by such acceptance, to assume as against the Developers and the Association, their successors and assigns, all of the risks and hazards of ownership of occupancy attendant to such lot.

### III

#### EASEMENTS

1. The developer is not conveying to any lot owner any of the land within any platted street and has and hereby reserves all easements for utilities or drainage, whether or not shown on the recorded plat and full rights of ingress and egress for itself, its agents, employees, and assigns over any part of the property for the purpose of installing, and servicing the utilities and drains for which the easements are reserved.

2. Developer hereby reserves an easement for installation and maintenance of all utilities or drainage, which easement shall be 10 feet wide and shall be 10 feet on both sides of all lot lines as shown on the recorded subdivision plat. Upon mutual agreement with the Developer or the Association and the lot owner said easement may be modified in writing to work around the established trees.

3. The Developer reserves an easement for natural drainage as natural drainage courses now exist and no owner shall obstruct any natural drainage course.

4. There is set forth or shown on the said Plat or Plan of Horseshoe Cove Subdivision, recorded in Plat <sup>CABINET</sup> ~~Book~~ B, <sup>SLIDE</sup> ~~Page~~ 121, Register's Office for Carter County, Tennessee, a certain parcel or tract designated as "Tract A". "Tract A" is a road owned by the U.S. Government (U.S. Dept. of Agriculture, Forest Service) and leased for \$25.00 per year under a 30 year (beginning in 1994) automatic renewable easement grant by Horseshoe Cove Properties, Inc. for the purpose of ingress and egress to Horseshoe Cove Subdivision. Said easement grant recorded in Miscellaneous Book 70 Page 332 Register's Office for Carter County Tennessee. This said easement grant shall be conveyed to the Association from Horseshoe Cove Properties, Inc. at a future date. All lot owners, the developers and the Association shall have a right of ingress and egress on that road designated as "Tract A".

5. There is set forth or shown on Plat or Plan of Horseshoe Cove Subdivision recorded in Plat <sup>CABINET</sup> ~~Book~~ B, <sup>SLIDE</sup> ~~Page~~ 121 in the Register's Office in Carter County, Tennessee a certain parcel or tract as "Tract B". Said tract shall be conveyed to the Association at a future date, and shall be maintained by said Association as common area for the use and benefit of all lot owners.

6. All lots are subject to State and Federal law relative to proper waste water disposal, including, but not limited to, the requirements of the State of Tennessee Department of Environment and Conservation as set forth in a certain letter dated August 15, 1995 from John Parks, Environmental Specialist, a copy of which letter is attached to this instrument as Exhibit 1 and incorporated by reference. Prior to construction of any structure which requires waste water removal, the specific lot owner shall make application to the appropriate State official to obtain approval for a septic system to be located within the boundaries of each such lot. If, the appropriate authority refuses to grant a permit for septic disposal within a particular lot, then the lot owner shall apply to the Developer or Association for an easement for sewage disposal in accordance with the perimeters set forth on Exhibit 1 attached hereto, which easement shall not be unreasonably withheld.

#### IV

#### APPROVAL OF PLANS

1. All plans for the construction of private roads and driveways and all building plans for any building, fence, wall, boathouse, boatdock or other structure to be erected upon any lot, or portion thereof, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, road, driveway or other structure upon any lot in such premises shall require the approval in writing of the Developer or Association. Before beginning the construction of any road, driveway, building, fence, wall coping, boatdock, boathouse or other structure whatsoever, or remodeling, reconstruction, or altering such, the person or persons desiring to erect,

construct, or modify the same shall submit to the Developer or Association two complete sets of road or driveway plans, showing the location, course, and width of same or two complete plans of building plans and specifications for the building, fence, wall coping, boatdock, boathouse or other structure, as is applicable, so desired to be erected, constructed, or modified. No structure of any kind, the plans, elevations, and specifications that have not received the written approval of the Developer or Association, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on such plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the prospective building, road, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Developer or Association. The Developer or Association shall not be responsible for any structural defects in such plans or specifications or in any building or structure erected according to such plans and specifications. The Developer or Association may waive the setback provisions contained in this document upon mutual agreement with the Developer or Association and the lot owner and adjoining lot owner affected thereby.

## V

## GENERAL RESTRICTIONS

1. No lot shall be used except for residential purposes and no residential dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. Only one residence shall be constructed on each lot: however, this shall not prohibit the construction of a residence on two or more lots, as shown by said plats.

2. No house or residence containing less than Fifteen Hundred (1,500) square feet of living area on the main level and Eighteen Hundred (1,800) square feet of living area over all shall be constructed on any home site or lot in this subdivision. "Living area" shall be construed to mean floor space, exclusive of galleries, porches, porte cocheres, garages, overhanging roofs, steps, basements and attics.

3. There is a thirty (30) foot building set-back from all road rights-of-way with the exception of a fifteen (15) foot building set-back from the road right-of-way for those lots deemed waterfront by the recorded plat or plan of Horseshoe Cove Subdivision in Plat ~~Book~~ <sup>CABINET</sup> B, ~~page~~ <sup>SLIDE</sup> 121, in the Register's of Deeds Office for Carter County, Tennessee. There shall also be a fifteen (15) foot building setback from all other lot lines. As stated in Section IV above, no variance from setback will be granted without approval of Developer an/or Association and adjoining lot owner affected thereby.

4. No out-buildings shall be erected on any lot with roof or outside walls of material or color different from those used in the house or residential dwelling erected on such lots.

5. No trash, garbage or other refuse may be thrown or dumped on any vacant lot, street, or right-of-way in this subdivision.
6. No lot may be used as a street or right-of-way to any adjoining property except with consent of Developer or Association.
7. No fuel tanks or similar storage receptacles may be exposed to view. A satellite dish shall be hidden from view of the adjacent property owners by adequate fencing or planting.
8. Where a driveway entrance crosses a ditch line to adjoin an existing public road-way, a corrugated metal culvert with a minimum diameter of twelve (12) inches must be installed.
9. No live trees measuring in excess of six (6) inches in diameter at ground level may be cut down without approval of the Developers or Association, including those trees to be cut prior to the construction of any buildings.
10. No person shall dig and haul away any substantial amount of soil, dirt, and/or rock, or substantially disturb in some other manner the natural layout of the land (i.e., any digging or hauling that involves the use of any type of machine or motorized vehicle), without approval of Developers or Association.
11. No lot shall be used in whole or in part for the storage of rubbish of any character, whatsoever, nor for the storage of any property or thing that will cause such lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. No cattle, hogs, horses, rabbits, poultry or other livestock may be kept on any part of this property nor shall there be any kennels for harboring, raising or training any nature of animals nor shall such activity be carried on in or from any house which may be constructed on said property; and for this purpose any family or persons occupying a house located upon any of said lots and owning and controlling more than three (3) animals kept or harbored upon the premises of said lots shall be considered to be operating a kennel and shall be deemed in violation of these restrictive covenants.
12. No independent water supply system shall be maintained on any lot in said subdivision unless prior public health department approval is attained and must be approved by the Developers or Association.
13. No junk, stored or inoperable vehicles, or machinery shall be placed or stored upon any of said lot or lots in or around any structure located thereon unless the same be housed and stored inside a properly constructed structure as defined in these restrictive covenants, or the same shall be kept from the view of adjacent property owners and out of the view from rights-of way in said subdivision. Any vehicle abandoned on the streets or right-of-way of this subdivision for more than three (3) days shall be towed at the owner's expense. Boats, motor homes, or campers may be stored temporarily only, for a period not to

754

exceed 10 days, unless the same be housed and stored inside a properly constructed structure as defined in these restrictive covenants.

14. No lot shall be subdivided.

15. All equipment, garbage cans, wood, storage piles and other such similar items shall be screened by adequate fencing, planting or housing from adjacent property owners. Chain link, metal or wood fences must be approved by Developer or Association. On approval fences must not extend forward past the farthest back corner of residence on any lot.

16. No noxious, offensive, or illegal activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

17. No structure of a temporary character, trailer, camper, motor home, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot anytime as a residence temporarily or permanently.

18. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from the commencement date.

19. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

20. Any dwelling which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.

21. Each lot owner shall provide space for parking two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said lot. In no event shall any vehicle be allowed to park on the street on a regular basis or for periods in excess of 24 hours.

22. No houseboats, boat houses, or other boats suitable for "live board" shall be allowed on any lots deemed waterfront or as "Tract B" shown on a plat or plan of Horseshoe Cove Subdivision in Plat ~~Book~~ <sup>CABINET</sup> B <sup>SLIDE</sup> <sub>Page</sub> 121, in the Register's of Deeds Office for Carter County, Tennessee without the expressed written consent of the Developers or Association, their successors or assigns.

23. The following lots are deemed to be afforded the right to a reasonably unobstructed view of Watauga Lake: 4A, 15, 25, 26, 29, 32, 33, 34, 35, 37 and 38. The owners of said lots shall have the right to apply to the Developer or the Association for permission to remove or modify any unreasonable view obstruction between said lot and the lake. Upon review by the Developer or the Association, if said obstruction is determined to be unreasonable, the Developer or the Association reserves the right to compel removal or modification of said obstruction to the extent necessary to restore the view. Nothing contained



herein shall compel modification of buildings constructed in accordance with plans approved pursuant to Section IV above.

WITNESS the signatures of HORSESHOE COVE PROPERTIES, INC., on the 16<sup>TH</sup> day of NOVEMBER, 1995.

HORSESHOE COVE PROPERTIES, INC.

BY: William M. Sikes  
WILLIAM M. SIKES, PRESIDENT  
Joe Pat Snyder  
JOE PAT SNYDER, SECRETARY

STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

Before me Diane L. Jenkins, of the State and County aforementioned, personally appeared WILLIAM M. SIKES, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Horseshoe Cove Properties, Inc., the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, this the 16<sup>th</sup> day of November, 1995.

Diane L. Jenkins  
NOTARY PUBLIC



My Commission Expires:  
Aug. 1, 1998

STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

Before me Diane L. Jenkins, of the State and County aforementioned, personally appeared JOE PAT SNYDER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of Horseshoe Cove Properties, Inc., the within named bargainer, a corporation, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, this the 16<sup>th</sup> day of November, 1995.

Diane L. Jenkins  
NOTARY PUBLIC



My Commission Expires:  
Aug. 1, 1998

STATE OF TENNESSEE CARTER COUNTY, REGISTER'S OFFICE  
Received to Record the 16 day of Nov A.D., 1995  
at 12:50 o'clock P. M. Noted in Book 23 Page 116 and recorded in  
Misc. Book 70 Page 747  
State Tax \$ \_\_\_\_\_ Clerk's Fee \_\_\_\_\_ Recording Fee 36.00  
Total \$ 36.00 Receipt No. 40856

Johnny L. Holder  
JOHNNY L. HOLDER by \_\_\_\_\_ Deputy

Authorization ID WAT422201  
Contact ID WAT4222

FS-2700-23 (4/97)  
OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE  
Forest Service

AMENDMENT  
FOR  
SPECIAL USE AUTHORIZATION

AMENDMENT NUMBER 1

This amendment is attached to and made a part of the special use authorization (indicated above) issued to HORSESHOE COVE PROPERTIES, INC on 07/01/1994 which is hereby amended as follows:

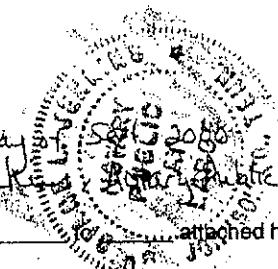
This amendment reflects the name change from "Horseshoe Cove Property, Inc." to "Horseshoe Cove Homeowners Association", on the Private Road Easement.

SEE SLIDE "B" 121

STATE OF TENNESSEE, County of CARTER  
Recorded on the 15 day of SEPTEMBER 2000. (RECH 90605)  
at 4:46 PM Book M89 Pg 396-396  
State Tax \$ .00 Register Fee \$ .00 Recording \$ 10.00  
Data Proc Fee \$ 2.00 Total \$ 10.00  
Register of Deeds - JOHNNY L HOLDER  
Deputy Register -

State of Tennessee:  
County of Johnson:

before me appeared William M. Sikes on this the 6th day of Sept 2000  
My commission expires: 6/23/2002  
Diane L. Jenkins



This Amendment is accepted subject to the conditions set forth herein, and to conditions attached hereto and made a part of this Amendment.

Holder: William M Sikes  
President, Horseshoe Cove  
Homeowners Association

Prepared by:

Authorized Officer: W. H. [Signature]

Title: For Forest Supervisor

Date: 8-17-2000

State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

CHARTER  
(Nonprofit Corporation)

FILED

For Office Use Only  
Inst # 200210646001-LR  
Book C13 Page 257

2001 OCT 23  
DEPARTMENT OF STATE

The undersigned acting as incorporator(s) of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is: HORSESHOE COVE POA

2. Please complete all of the following sentences by checking one of the two boxes in each sentence:  
This corporation is a  public benefit corporation /  mutual benefit corporation.  
This corporation is  a religious corporation /  not a religious corporation.  
This corporation will  have members /  not have members.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:  
WILLIAM M. SIKES 150 HORSESHOE COVE DR. BUTLER, TN 37640 CARTER  
Name Street Address City State, Zip Code County

4. List the name and complete address of each incorporator:  
WILLIAM M. SIKES 150 HORSESHOE COVE DR. BUTLER, TN 37640  
Name (Include Street Address, City, State, and Zip Code)  
BRENDA PEAKE 506 ROCK ISLAND DR BUTLER, TN 37640  
Name (Include Street Address, City, State, and Zip Code)

5. The complete address of the corporation's principal office is:  
150 HORSESHOE COVE DR BUTLER, TN, USA 37640  
Street Address City State/Country Zip Code

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:  
Date \_\_\_\_\_, Time \_\_\_\_\_ (Not to exceed 90 days.)

10. Insert here the provisions regarding the distribution of assets upon dissolution:  
After payment of creditors the assets will be distributed to the members  
STATE OF TENNESSEE, County of CARTER COUNTY  
Recorded on the 29 day of January 2002. (REC# 107155)  
at 02:33 PM Book C13 Pg 257 - 257  
State Tax \$0.00 Register Fee \$0.00 Recording \$5.00  
Data Proc Fee \$2.00 TOTAL \$7.00  
Register Of Deeds - JOHNNY L. HOLDER  
Deputy Register - ADDIE ESTEPP

11. Other provisions:

OCTOBER 15, 2001  
Signature Date

William M. Sikes  
Incorporator's Signature  
WILLIAM M. SIKES  
Incorporator's Name (typed or printed)

AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS  
HORSESHOE COVE SUBDIVISION

20030710-1-Page 234

WHEREAS, Horseshoe Cove Subdivision has caused certain restrictive covenants to be recorded in the Register's Office for Carter County, Tennessee in Miscellaneous Book 70, page 747; and

WHEREAS, Article I, Paragraph 4 provides that the Developer or the Association reserves the right to modify the restrictions contained therein with consent of a majority of the individual lot owners; and

WHEREAS, the majority of the lot owners have voted, in writing, to ban renting of houses in Horseshoe Cove Subdivision to third parties.

THEREFORE, the undersigned, being the President of Horseshoe Cove POA, Inc., joined by William M. Sikes, President of Horseshoe Cove Properties, Inc. (The Developer) do hereby amend the abovementioned restrictive covenants by adding a Paragraph 24 to Section V (General Restrictions) as follows:

24. Rental of houses to third parties is prohibited.

WITNESS our signatures on this the 10<sup>TH</sup> day of July, 2003.

HORSESHOE COVE POA, INC.

BY: William M. Sikes  
WILLIAM M. SIKES, PRESIDENT

HORSESHOE COVE PROPERTIES, INC.

BY: William M. Sikes  
WILLIAM M. SIKES, PRESIDENT

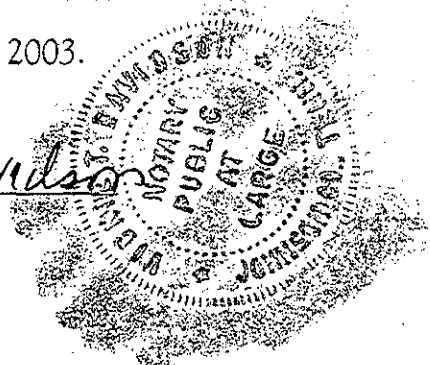
PREPARED By:  
Smith & Cockett  
ATTORNEYS AT LAW  
P.O. Box 108  
Mountain City, TN 37683

STATE OF TN :  
COUNTY OF JOHNSON :

Before me William M. SIKES, of the State and County  
aforementioned, personally appeared WILLIAM M. SIKES, with whom I am  
personally acquainted, and who, upon oath, acknowledged himself to be the President  
of Horseshoe Cove POA, Inc., the within named bargainor, a corporation, and that  
he as such President, executed the foregoing instrument for the purpose therein  
contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, this the 16<sup>th</sup> day of July, 2003.

Victor T. Davidson  
NOTARY PUBLIC



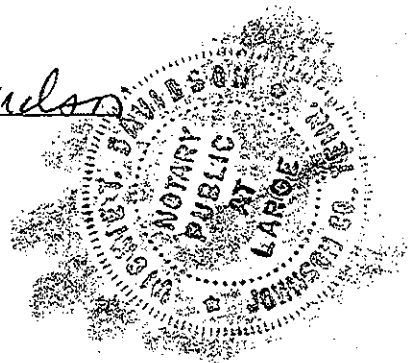
My Commission Expires:  
3-21-05

STATE OF TN :  
COUNTY OF JOHNSON :

Before me William M. SIKES, of the State and County  
aforementioned, personally appeared WILLIAM M. SIKES, with whom I am  
personally acquainted, and who, upon oath, acknowledged himself to be the President  
of Horseshoe Cove Properties, Inc., the within named bargainor, a corporation, and  
that he as such President, executed the foregoing instrument for the purpose therein  
contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, this the 16<sup>th</sup> day of July, 2003.

Victor T. Davidson  
NOTARY PUBLIC



My Commission Expires:  
3-21-05

Prepared by:

William M. Sikes  
P.O. Box 66  
Butler, TN 37640

**HORSESHOE COVE PROPERTIES, INC.  
AMENDMENT TO RESTRICTIVE COVENANTS**

WHEREAS, Horseshoe Cove Subdivision is a platted subdivision in Carter County, Tennessee recorded in Plat Cabinet B, Slides 121 and 128; and

WHEREAS, there has previously been filed an instrument entitled "Horseshoe Cove Subdivision Reservation and Restrictive Covenants" recorded in the Register's Office for Carter County, Tennessee in Miscellaneous Book 70, page 747; and

WHEREAS, there has also been a re-plat of a portion of said subdivision filed in said office in Plat Cabinet C, Slides 25, 26, 27, 28, 29 and 30; and

WHEREAS, the above mentioned plat recorded in Plat Cabinet C, Slides 25 and 27 in said office have been set aside as null and void and the original plat recorded in Plat Cabinet B, Slide 121 reinstated, thereby effectively nullifying the plats recorded in Plat Cabinet C, Slides 26, 28, 29 and 30; and

WITNESSETH:

THEREFORE, the Developer, Horseshoe Cove Properties, Inc. declares that the plat of Horseshoe Subdivision dated August 15, 2001 as prepared by Thomas Todd Grayson, T.R.L.S. No. 1346 of Appalachian Land Survey Company recorded in the Register's Office for Carter County, Tennessee in Plat Cabinet C, Slides 25, 26, 27, 28, 29 and 30 are hereby declared to be null and void in accordance with the Order recorded in said office in Miscellaneous Book 109, page 523, and any reference to said plat in any restrictive covenants, or otherwise, are declared to be null and void and applicable only to the original plats recorded in the

Register's Office for Carter County, Tennessee in Plat Cabinet B, Slides 121 and 128.

**HORSESHOE COVE PROPERTIES, INC.**

BY: William M. Sikes  
WILLIAM M. SIKES, PRESIDENT

BY: Joe Pat Snyder  
JOE PAT SNYDER, SECRETARY

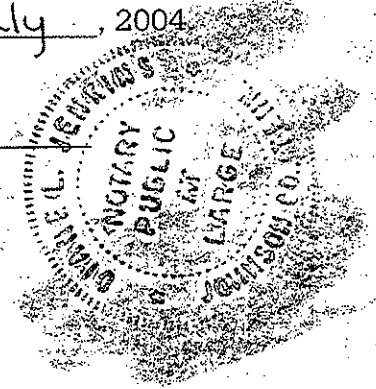
STATE OF Tennessee :  
COUNTY OF Johnson :

Before me Diane L. Jenkins, of the State and County  
aforementioned, personally appeared **WILLIAM M. SIKES**, with whom I am  
personally acquainted, and who, upon oath, acknowledged himself to be the  
President of Horseshoe Cove Properties, Inc., the within named bargainor, a  
corporation, and that he as such President, executed the foregoing instrument for  
the purpose therein contained, by signing the name of the corporation by himself  
as President.

WITNESS my hand and seal, this the 14<sup>th</sup> day of July, 2004.

Diane L. Jenkins  
NOTARY PUBLIC

My Commission Expires:  
5/20/06



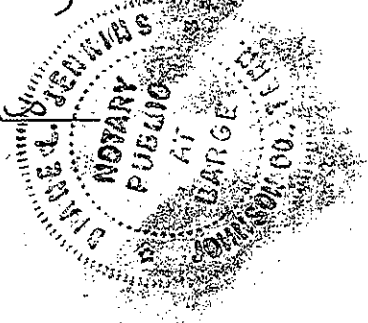
STATE OF TENNESSEE:  
COUNTY OF JOHNSON:

Before me Diane L. Jenkins, of the State and County

above-mentioned, personally appeared **JOE PAT SNYDER**, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of Horseshoe Cove Properties, Inc., the within named bargainor, a corporation, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal, this the 14<sup>th</sup> day of July 2004

Stane L. Jenkins  
NOTARY PUBLIC



My Commission Expires:  
5/20/06



BK/PG: M109 / 539-541  
07/14/2004 - 01:29 PM

3 PGS : AL - RESTRICTIONS	
JODY BATCH: 7031 Inst Num: 04005818	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

**JOHNNY L. HOLDER**  
REGISTER OF DEEDS CARTER COUNTY TENNESSEE



*Prepared by:*  
*McKinnon & Taylor*  
*508 Princeton Road, Suite 203*  
*Johnson City, TN 37601*  
*423-283-7700*

**AMENDMENT TO BY-LAWS OF  
HORSESHOE COVE POA, INC (PROPERTY OWNERS ASSOCIATION)  
A TENNESSEE NONPROFIT CORPORATION**

THAT WHEREAS Horseshoe Cove POA, Inc. has caused certain By-Laws to be recorded in the Register's Office for Carter County, Tennessee, in Misc. Book 114, Page 598; and

WHEREAS, Article VI provides that the aforesaid By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the lot owners; and

WHEREAS, at the annual meeting of the Horseshoe Cove POA, Inc. held July 9, 2011, the necessary two-thirds (2/3) majority of the lot owners voted to amend the By-Laws as follows:

1. "Article VI - Amendments" is deleted in its entirety and the following shall be substituted therefore:

**ARTICLE VI  
Amendments**

"These By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the eligible Lot Owners in attendance at a meeting or represented by proxy or written ballot casting one (1) vote for each Lot owned, as provided in these By-Laws. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Carter County, Tennessee. These By-Laws may not be amended by the Board of Directors."

2. "Article IV, Section 6 Expenditures" is deleted in its entirety and the following shall be substituted therefore:

**ARTICLE IV Section 6 Expenditures**

"The Board shall not approve any expenditure in excess of one thousand dollars (\$1,000.00) unless required for emergency, nor enter into any contract for more than

one (1) year without the prior approval of two-thirds (2/3) of the Board. the Board shall not approve any expenditure in excess of the annual budgeted amount from the collection of dues.

WITNESS my signature on this the 16 day of August, 2011.

Horseshoe Cove POA, Inc

By: Harry Ryce  
Harry Ryce, President

STATE OF ~~TENNESSEE~~ N.C.  
COUNTY OF ~~WASHINGTON~~ Forsyth

Before me, a Notary Public of the state and county mentioned, personally appeared Harry Ryce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President of Horseshoe Cove POA, Inc., the within named bargainor, a corporation, and that such President as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as President.

WITNESS my hand, at office, this the 16 day of August, 2011.

Alison Rose Weakley  
NOTARY PUBLIC

My Commission Expires:

March 25, 2012

Alison Rose Weakley  
Notary Public  
Forsyth County, NC



BK/PG: 99/308-309  
08/31/2011 - 08:00:00 AM

2 PGS : AL - AMENDMENT	
JODY BATCH: 63989	Inst Num: 11004918
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, CARTER COUNTY  
**EDRIE BRISTOL**  
REGISTER OF DEEDS

**AMENDMENT TO RESERVATIONS AND RESTRICTIVE COVENANTS  
HORSESHOE COVE SUBDIVISION**

WHEREAS, Horseshoe Cove Subdivision is a platted Subdivision in Carter County, Tennessee, of record in Plat Cabinet B, Slides 121 and 128, in the Register's Office for said County; and,

WHEREAS, said Subdivision has caused Horseshoe Cove Subdivision Reservation and Restrictive Covenants to be recorded in said Registry in Misc. Book 70, page 747; and

WHEREAS, Article I, Paragraph 4, provides that the Association reserves the right to modify the Restrictions contained therein with the consent of a majority of the individual Lot Owners; and

WHEREAS, the majority of the Lot Owners have voted, in writing, to clarify and further restrict the planning and construction of improvements in the Subdivision.

THEREFORE, the undersigned, being the President of Horseshoe Cove POA, Inc., does hereby amend the above-referenced Restrictive Covenants by adding the following language to "Article IV - Approval of Plans" as follows:

- a. All construction, whether initial home construction or additions/renovations thereto must be approved by the Horseshoe Cove POA Board *before construction begins*.
- b. All Contractors must post a performance bond in the minimum amount of \$100,000.00 *before construction begins* to cover the costs of any road repair and/or repair to any other structures/properties caused by the Contractor and that are owned and/or maintained by the Horseshoe Cove POA.
- c. Photographs must be made and filed with the Horseshoe Cove POA of the road from the entrance to Horseshoe Cove all the way to the construction site *before construction begins*.
- d. Contractors (and their employees) who have proven themselves to be negligent, untrustworthy, incapable, or otherwise unable to deliver acceptable work according to the Lot Owner and the Horseshoe Cove POA Board of Directors shall be banned from providing Contractor services in Horseshoe Cove Subdivision. The names of these individuals shall be kept on file in the Office of the POA for review by prospective Lot Owners and/or Owners contemplating future remodeling/construction.
- e. Any Lot Owner in Horseshoe Cove Subdivision who fails to abide by the aforementioned restrictions shall be subject to an assessment of \$25,000.00, which will be legally enforced by the Horseshoe Cove POA.

WITNESS our signatures on this the 13 day of MAY, 2015.

HORSESHOE COVE POA, INC.

By:   
HARRY RYCE/PRESIDENT

STATE OF North Carolina  
COUNTY OF Forsyth

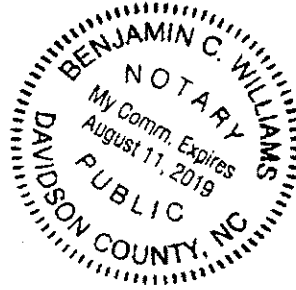
Before me, the undersigned Notary of the State and County mentioned, personally appeared HARRY RYCE, President of HORSESHOE COVE POA, INC., with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be an Officer authorized to execute the foregoing instrument of said Corporation, the within named bargainor, and that such Officer, as such Officer, executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation as such Officer.

Witness my hand, at office, this the 13<sup>th</sup> day of May, 2015.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 8-11-19

This Instrument Prepared By:  
ALLEN, NELSON & BOWERS  
619 East Elk Ave.  
Elizabethton, TN 37643



BK/PG: 226/419-420  
15004099

2 PGS.AL-AMENDMENT	
BRENDA BATCH 88870	
07/29/2016 - 01:49 PM	
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, CARTER COUNTY  
EDRIE BRISTOL  
REGISTER OF DEEDS