

AMENDMENTS TO ENGLISH MOUNTAIN DEVELOPMENT DECLARATION OF PROTECTIVE COVENANTS: 2024

WHEREAS, Preferred Development Corporation developed certain lands within the 1st Civil District of Sevier County, Tennessee and portion of Cocke County, Tennessee, which development is known as “English Mountain Development”, with plats of the English Mountain Development Subdivision being recorded in the register of Deeds office for Sevier County and Cocke County, Tennessee; and

WHEREAS, Preferred Development Corporation Further caused to be recorded “English Mountain Development Declaration of Protective Covenants” (hereinafter “the Covenants”) dated the 30th day of November 1973 and recorded December 5, 1973 in misc. Book 38, page 12 in Sevier County, Tennessee Register of Deeds Office, binding the, tracts and parcels within the English Mountain Development to the Protective Covenants: and

WHEREAS, Preferred Development Corporation ceased and forfeited its development rights in the English Mountain Development a number of years ago and English Mountain Property Owners Association, Tennessee nonprofit Corporation, as the property owners association for the owners of real property within the English Mountain Development, assumed certain governance and enforcement rights was granted the subdivision roads by quit claim deed of Continental Bankers Life Insurance Co. the South of record in WD Book 292, Page 638, Sevier County, Tennessee, Register of Deeds Office; and,

WHEREAS, Article XVI. of the Covenants provides that they shall run with the land and extend until July 31, 2034, whereupon they shall be automatically extended unless changed, in whole or in part, by agreement of the majority of then owners of the lots; and

WHEREAS, the majority of the owners of the lots within the English Mountain Development have affirmatively *approved* amendments to the Covenants as provided under Article XVI., authorizing the Association to record the adopted amendments, the same to be binding upon all lots and owners within the English Mountain Development and to run with the land:

NOW, THEREFOR, the English Mountain Development Declaration of Protective Covenants are hereby amended as follows:

AMENDMENT NO. 1

Any rights, interests or authority of Preferred Development Corporation or other “developer” or “declarant” set forth in the Covenants, including management, Administration, enforcement, amendment, extension or control of the English Mountain Development are extinguished and of no further force or effect. The English Mountain Property Owners Association shall be deemed successor to such rights, privileges and authority (but not *development obligations*) under the Covenants for the use and benefit of the owners.

AMENDMENT NO. 2

The Language on page one beginning with “NOW, THEREFORE” is deleted and supplanted with the following:

NOW, THEREFORE, the following declarations are imposed and approved:

The lots, parcels and land and the owners of lots, parcels and land within the geographic boundaries of the English Mountain Development are subject to this Declaration of Protective Covenants and the owners shall automatically be members of the English Mountain Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel. Such owner and member shall abide by and have voting rights and privileges as set forth in the Association’s Bylaws, Charter and Rules

& Regulations. Any entity or person who holds title or interest in such property merely as security for the performance of an obligation, including mortgages, deeds of trust or liens, shall not be a member of the Association. Each grantee or purchaser of any lot or parcel within the English Mountain Development covenants, consents and agree to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration of Protective Covenants, as amended herein and as amended in the future.

AMENDMENT NO. 3

The following paragraph “3. Association Fees and Assessments.” Shall be added under II.

D. Common Areas:

3. Association Fees and Assessments. (a) An annual mandatory Association membership fee and road assessment shall be levied by the Property Owners Association to be used for the purposes of promoting the health, safety, pleasure and welfare of the property owners, including the maintenance and improvement of the roadways, appurtenances ditches and infrastructure; the administration of the Association; the enforcement of these Covenants and for such other purposes deemed reasonably necessary for the preservation and betterment of the community.

(b) The amount of the annual fee and assessment shall be set by the board by majority vote at the annual meeting of the Association, in person to meet the budgetary requirements of English Mountain. The membership may consider lot use in setting the budgetary requirements of English Mountain. The board membership may consider lot use in setting the fee and assessment. The Board of Directors of the Association shall take reasonable steps to determine the income and expenses of the Association and budget. Which shall be provided at or preceding the annual meeting of the Association. The membership fee and road assessment for 2025 shall be as set out on

the website to the owners. The 2025 fee and assessment shall be set by the board members at the 2024 annual meeting.

(c) Each lot owner, by having accepted title and ownership, shall be deemed to have consented to pay the mandatory annual fee and assessment. If the fee and assessment is not paid on the due date, it shall be deemed delinquent automatically and the amount due plus interest shall thereupon be a continuing lien upon the property against which it is levied, which lien shall bind such property in the hands of the then owners, heirs, successors and assigns. The fee and assessment may be collected by the association by such means and with such rights as set out in the bylaws. The lien provided for herein shall be subordinate to the lien of any valid first mortgage or first deed of trust against the lot held by or on behalf of financial, lending or banking institution.

AMENDMENT NO. 4

Paragraph XVI. Term is deleted and supplanted in its entirety with the following:

XVI. Term. These English Mountain Development Declaration of Protective Covenants may be amended in the future by the affirmative vote of fifty-one percent (51%) of the votes cast by members in good standing, in person (provided a quorum is present) at an annual or special meeting of the Association wherein the amendment is to be considered. Notice of any proposed amendment(s) shall be posted on the website along with the notice of the annual or special meeting posted for members. Ballot forms, voting rights and procedures for amendments shall be as provided in the Bylaws and as directed by the Board of the Association. If any amendment(s) is adopted by the fifty-one percent (51%) vote, officers of the Association shall be empowered to record a copy of the amendment(s) in the register's Office for Sevier County, Tennessee, with a certificate stating that it has been duly adopted.

AMENDMENT NO. 5

The following paragraph "I. Definitions"

Shall be added under I.

P. "Tiny House" means any home that falls under the maximum of 500 square feet. Can be built on a mobile platform or permanent house foundation.

Q. "Small Home" means any home that falls under the maximum of 1,000 square feet.

R. "Container House" means a living space constructed from standard shipping container or containers sometimes involving the welding together of more than one container to make a structure wider or taller, that is modified to have most of the things you'd find in a traditional house.

S. Single-Wide Mobile Home: A factory manufactured mobile home structure has a single self-contained unit and mounted on a single chassis and containing a flush toilet, a tub or shower bathe and Kitchen facilities with water supply, electrical supply and sewage disposal connected to outside systems.

T. Double-Wide Mobile Home: also referred to as multi-section home. It's called a double-wide because it has a floor plan with two sections that join to create one large home. They are manufactured as a vehicle with a frame and axles.

U. Modular built Homes: Also referred to as Prefab.

Assembly-line building, constructed in a factory. Delivered in sections to the home site.

V. Stick Built: Also referred to as Traditional, Site-Built, or Conventionally framed. Built from scratch, so all steps and materials are visible to the new owner.

W. Pole Barn Home: referred to as a Pole Building or Post-Frame Building. A large agricultural structure with no

basement, a high ceiling, and wide-open spaces. Laminated wooden post are used in the frame.

X. New: Not existing before; made, introduced or discovered recently, or now for the first time.

AMENDMENT NO.6

The following paragraph "1. Minimum Areas." Shall be added under II.

1. Minimum Areas.

- A. No dwelling shall be erected which shall consist of less than 1,000 square feet of living space.
- B. No dwelling shall be erected with less than 1,000 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$3,000, but less than \$4,000.
- C. No dwelling shall be erected with less than 1,200 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$3,000, but less than \$5,000.
- D. No dwelling shall be erected with less than 1,500 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$5,000, but less than \$6,000.
- E. No dwelling shall be erected with less than 2,800 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$7,000.
- F. No dwelling shall be erected with the definition of "*Tiny House, Small Home, Container House, or Pole Barn Home.*"
- G. Only the following sections are allowed to have a dwelling defined as: "*New Single-Wide Mobile Home*" LCTP.
- H. Only the following sections are allowed to have a dwelling defined as: "*New Double-Wide Mobile Home, or Modular*

Built Home.” 22, 23, 24, 31, 33, 34, 38 These dwellings must comply with the minimum requirements of 1,000 square feet.

- I. If a “*Plat*” of land is developed into multiple separate dwellings none shall be erected with less than a minimum of 1,200 square feet. And shall be subjected to annual association dues for each dwelling.