

DECLARATION OF RESTRICTIONS

OF

TAN RARA OESTE, UNIT 2

WHEREAS, the undersigned RALPH KINZALOW and IVA RUTH KINZALOW, hereinafter designated as DEVELOPER, own certain land on Fox Road, in the Sixth Civil District of Knox County, Tennessee, described as Lots Number 43 to 65 and 67 to 68, inclusive, Unit Number 2 of TAN RARA OESTA, a Subdivision, as shown by plat of survey prepared by G. T. Trotter, Jr., dated June 10, 1967, and recorded in Plat Book Number 46-S, page 10, in the Register's Office of Knox County, Tennessee; and WHEREAS, it is the plan of the DEVELOPER to devote said Lots exclusively to residential uses and purposes; and,

WHEREAS, it is part of the development plan of said lands that the same shall be restricted according to use and development:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and for the protection of the present owners as well as the future purchasers of lots in said Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of the said residential Lots shall be subject to conditions, reservations, covenants and agreements which will run with the land, as follows:

- (1) All of said Lots in said Subdivision shall be and be known as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one single family dwelling, not to exceed two stories in height, and attached two car or more finished carport, or two car or more finished garage, and usual domestic servants quarters.
- (2) No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of, more than one single family, and no residence shall be used as a multiple family dwelling at any time, or used in whole or in part for any business service or activity, or for any commercial purpose. Nor shall the Lot be used for business purposes or for trucks or other equipment inconsistent with ordinary residential uses.
- (3) No residence shall be located on any one of said residential building lots nearer to the front line or nearer to any side street line than forty (40) feet, nor nearer than twelve (12) feet to any side lot line, nor nearer than twenty-five (25) feet to the rear lot line.
- (4) No trade of any kind or noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

- (5) No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
- (6) That no part of said lot shall be used for residential purposes or otherwise until a dwelling house, including yard work, conforming fully to the provisions of this instrument, shall have been erected thereon, and fully completed. Once the footings of any building are poured, construction must progress continuously until said building is completed and the exterior, including the yard work, must be completed within twelve (12) months.
- (7) No trailer, basement, tent, shack, incompleated structure, barn, or other outbuilding shall be erected or maintained on any one of the said residential lots, or at anytime shall be used as a residence or otherwise temporarily or permanently. No structure of a temporary character shall be erected, used as a residence, or permitted to remain on the lot.
- (8) No dwelling shall be erected or permitted to remain on any one of said residential lots, of less enclosed main living area of the main structure, exclusive of open porches, servants quarters, carports, or garages, than two thousand (2000) square feet; provided the main living area or quarters may be included in what is known as split-level houses (any level to qualify as main living area shall be exposed for full height on three sides); in event of a two story house, not less than twenty-three hundred (2300) square feet, and at least fourteen hundred (1400) square feet of same shall be on the ground or main floor level. All houses shall have a solid foundation of brick, concrete block, or stone and all buildings shall conform in workmanship and materials to standard building practices for the State of Tennessee and be consistent with all construction in the Subdivision.
- (9) No lot may be resubdivided into lots of smaller area, except for incorporating into another lot or lots, in which case the subdivided area and lot to which it is attached shall be considered one lot for the purpose of this plan, in which event, the restriction imposed by paragraph "3" above, pertaining to side lines, shall be construed as pertaining to the outer side lines of said two or more lots as combined.
- (10) Before any construction or alteration is commenced or carried on, plans, specification and plot plan for any dwelling house to be constructed or altered on any one of said lots shall be submitted for approval as to conformity and harmony with the existing structures in the Subdivision, to a committee appointed by the Developer, and written approval secured; approval shall not be unreasonably withheld. A duplicate set of approved plans and specifications will remain on file with the Developer.

Powers and duties of such Committees shall cease on and after 1st January, 1978. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots in this Subdivision and duly recorded appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

- (11) No asbestos siding or permastone shall be used on houses of any of said building lots; all exposed masonry shall be brick or natural stone, laid in an approved pattern.
- (12) That no horses, mules, burros, cattle, or other like animals shall be kept or allowed to remain upon any portion of any lot, and none of such animals belonging to the owner or occupant of said premises, shall be allowed to roam or run at large on the streets or alleys bounding said premises, except as provided in paragraph 21 below.
- (13) That no sheep, goats, swine, fowls, rabbits or animals of a kind and number not ordinarily associated with residential uses and customs, shall be kept or allowed to remain upon any

portion of any lot in said Subdivision; neither shall any sheep, goats, swine, fowls, or rabbits belonging to the owners or occupants thereof, be allowed to roam or run at large on the streets or alleys bounding said premises.

- (14) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- (15) That before any dwelling on said premises shall be occupied, a septic tank, or a sewage disposal, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed; all sewage from the premises shall be turned into such sewage disposal facility, and the same shall be continuously maintained in proper state of sanitation. The effluent from such septic tank or sewage disposal shall not be permitted to discharge into a stream, storm sewer, open ditch or drain unless first it has been passed through an absorption field approved by the public health authority; provided, that upon an approved sanitary system of sewers being installed for the use of the community, on which said premises are located, then proper connection of said premises shall be made therewith at the expense of the property owner, in which event said private sewage disposal or septic tank shall be abandoned.
- (16) The Developer hereby expressly reserves a five (5) foot Utility and Drainage Easement on each side of all lot lines as indicated on the recorded plat. The right to install and maintain said utilities and drainage, and reasonable access for such purpose, is reserved by the undersigned for itself as well as for public service companies.
- (17) No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage other waste shall not be kept except in sanitary containers. Submerged containers for garbage shall be provided by property owners (containers of the submerged type shall be used in the front yard for storage or disposal.
- (18) No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed system as installed shall be obtained from such authority.
- (19) No hedge or shrub planting which obstructs sight lines at elevations between two (2) to six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the cases of a rounded property corner from the intersection lines of the street property lines extended. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No hedges or shrub planting shall be erected, placed, altered or maintained over four (4) feet in height, unless approved as per paragraph "10".
- (20) Cut-ins for driveways must be made in the concrete curb, and these alterations of the concrete curb and gutter for any purpose such as driveways, entrances, etc., shall be performed in a first class manner.
- (21) The owners of Lot 54 shall be allowed to have one horse on said lot and construct a stable thereon for its use; the plans, etc., for said stable must be approved by the committee appointed as provided in Paragraph 10 above. Bridle paths for said horses will be designated by the Developer and in his discretion will extend along the Southern Railway right of way and other areas in the discretion of the Developer except no paths will be allowed over other lots in the Subdivision.

In event, that for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgement or decree of any Court of record to be invalid, such action shall affect in no wise any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

EACH and every one of the aforesaid covenants, conditions, and restrictions shall attach to and run with each and every one of the said lots, and all titles to, and estates therein, shall be subject thereto, and the same shall be binding upon, and in favor of, each and every owner and occupant of the same until January 1, 1998, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless by vote of the then owners of the said lots it is agreed to change said covenants in whole or in part; provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Knox County, Tennessee. Neither the undersigned nor any party or parties claiming under it shall or will convey, devise, or demise any or either of said lots or any part of the same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. The said conditions, covenants, and restrictions shall run with and be appurtenant to the said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.

If the parties hereto or any of them or their heirs or assigns shall violate, or attempt to violate, any of the covenants herein it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing, or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the said RALPH ZINSALOW, and IVA RUTH KINSALOW, OWNERS and DEVELOPER, have caused this instrument to be executed and signed hereto, this the 5th day of January, 1968.