

DECLARATION OF RESTRICTIONS

OF

TAN RARA OESTE, UNIT 3

WHEREAS, the undersigned RALPH KINZALOW and IVA RUTH KINZALOW, hereinafter designated as DEVELOPER, owns certain land on Fox Road, in the Sixth Civil District of Knox County, Tennessee, described as Lots Number 1-A to 71-A inclusive, Unit No. 3 of Tan Rara Oeste, a Subdivision, as shown by plat of survey prepared by G. T. Trotter, Jr., dated March 8, 1969, and recorded in Plat Book Number 54-L, page 64, in the Register's Office of Knox County, Tennessee; and

WHEREAS, all of said lots are subject to flowage easement in favor of the Tennessee Valley Authority and,

WHEREAS, it is the plan of the Developer to devote said lots exclusively to boat and recreational facilities for the use and benefit of the owners of the seventy-one lots in Tan Rara Oeste Subdivisions, Units 1 and 2, and,

WHEREAS, it is part of the development plan of said lands that the same shall be restricted according to their uses and purposes.

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 lots shall be subject to conditions, reservations, covenants and agreements which will run with the land, as follows:

- (1) Conveyances of said Lots 1-A to 71-A inclusive shall be made to the owners of the corresponding lot numbers in Tan Rara Oeste Subdivision, Units 1 and 2, for example:
Lot 1-A will be conveyed to the owners of Lot 1 in Tan Rara Oeste, Unit 1; Lot 2-A will be conveyed to the owners of Lot 2, Tan Rara Oeste, Unit 1, etc., until all lots in said Unit 3 have been conveyed to the respective owners in Units 1 and 2.

- (2) Said Lots will be used only for boat and recreation facilities.
- (3) Usage of the property, all boathouses, docks, etc., on same must comply with regulations of the Tennessee Valley Authority. All structures, facilities, etc., to be placed on said lots must be approved in advance by the Tennessee Valley Authority where such approval is required.
- (4) Subsequent conveyances of said Lots in Unit 3 will be made to subsequent purchasers and present owners of the lots in Units 1 and 2; for example: when the owners of Lot 1, Unit 1 convey this lot to a subsequent purchaser, then the owner of said Lot 1 will also convey Lot 1-A, Unit 3 to the subsequent owner or owners; in other words, no separate conveyances of the lots in Unit 3 will be made by subsequent owners, but all lots will be conveyed in conjunction with the corresponding lot number in Units 1 and 2.

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.

In 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 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 KINSALOW, and IVA RUTH KINZALOW, OWNERS and DEVELOPER, have caused this instrument to be executed and signed hereto, this the 28th day of August, 1969.