

DECLARATION OF RESTRICTIONS

OF

TAN RARA OESTE, UNIT 5 AND 6

WHEREAS, the undersigned DREW E. GILBERT and wife GAIL M. GILBERT, hereinafter designated as DEVELOPER, are the owners of a tract of land on Fox Road in the Sixth Civil District of Knox County, Tennessee, and without the corporation limits of the City of Knoxville, Tennessee, described as Lots Number 1 to 17, Block A, Lot Numbers 1 through 38, Block B, and Lot Numbers 1 through 33, Block C, Unit Five of TAN RARA OESTA, a Subdivision, as shown by plat of survey prepared by Batson & Himes Engineers, finally revised September, 24, 1987 and recorded in Cabinet No. K, Slot 282D, and Cabinet No. K, Slot 283A, in the Register's Office of Knox County, Tennessee and,

WHEREAS, the said DEVELOPER is desirous tat certain restrictive covenants be declared and recorded, which covenants shall e binding on the present owners and all subsequent owners of any lot in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said DEVELOPER, does hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners and shall inure to the benefit of all owners of any of said lots in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January, 2007, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or in part.
2. 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.
3. Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract shall be known and designated as residential lots. However, the owners reserve the right to use any numbered lot in said subdivision for public or private road purposes to gain access to any adjoining land as they may see fit to do. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.
5. All buildings shall meet the setback lines to comply with the regulations of Knox County, unless the Planning Committee requires greater set backs.
6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any devise, voluntary alienation, partition, judicial sale or other procedure or process of any kind, except for the purpose of increasing the size of another lot.

7. All fireplaces and chimneys shall be of masonry construction unless otherwise approved by the Planning Committee.
8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Wire fences are prohibited. Chain link fences are prohibited unless approved by the Planning Committee.
9. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Heating and air conditioning systems and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. All dwellings except the one story shall have a roof pitch of 7/12 or steeper and the one story shall have a roof pitch of 8/12 or steeper, unless approved by the Planning Committee.
12. Tennis courts and swimming pools are permissible. Pools shall have attractive fencing around them. Tennis courts must have attractive shrubbery and screening around them and both must be approved by the Planning Committee.
13. All driveways are to be paved with asphalt or concrete or other materials approved by the Planning Committee.
14. Outside light poles, etc. must be approved by the Planning Committee.
15. No noxious or offensive trade or 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.
16. No outside clothes lines shall be permitted on this tract.
17. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.
18. No one shall be permitted to store or park campers or fishing boats on or about said residence unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
19. Builders will be responsible for providing silt control devices on each lot during construction activities.
20. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
21. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Developer reserves the right to display signs of a larger size for promotion of the development.

22. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes, and are not a nuisance to the subdivision.
23. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, and shall be screened.
24. All above-ground exterior foundation walls shall be veneered with brick, stone or other material approved by the Planning Committee.
25. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by the Planning Committee; any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.
26. All lots shall be subject to the following square footage requirements:
  - (a) Houses with one and one-half or two stories shall contain at least 1200 square feet on the ground floor and a total of at least 2600 square feet on both floors.
  - (b) Houses with one story or one story and a basement shall contain at least 2000 square feet on the upper most level.
  - (c) Multi-level houses will be considered on an individual basis only by the Planning Committee.
27. The computation of square footage shall be exclusive of porches and garages.
28. Every residence shall be connected to the sanitary sewer.
29. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of the DEVELOPER and one other member appointed by DEVELOPER, said committee to be known as the Planning Committee. DEVELOPER shall have the authority to replace the other committee member at any time for any reason. In the event of the death of the DEVELOPER the Executor(s) of his estate shall exercise his powers under this paragraph. In the event said committee fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.
30. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough and does not destroy the aesthetics of the house.
31. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all right, powers, privileges, authorities and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.
32. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee has the exclusive power and discretion to control and approve all of the

buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

33. The DEVELOPER shall have the sole right (a) to amend these covenants and restrictions in its sole discretion where it deems it necessary for the further development of the subdivision, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto) if the DEVELOPER in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.