

**DECLARATIONS OF RESTRICTIONS
OF
GOLDENVIEW SUBDIVISION**

**PLANNED RESIDENTIAL DEVELOPMENT
KNOX COUNTY, TENNESSEE**

WIIEREAS, Goldenview Development, Inc., the Developer, has caused to be subdivided a tract of land located in District Five, Knox County, Tennessee, being the same property acquired by Goldenview Development, Inc., from Burl E. Cloninger and Phillis A. Cloninger by deed dated May 17, 1994, and recorded on the 18th day of May, 1994, in Warranty Book 2140, Page 870, and entered in the Office of the Register of Deeds for Knox County, Tennessee, the aforesaid deed being incorporated by reference herein as if set forth in its entirety; and

WIIEREAS, the Developer declares that the real property which is described above shall be known as GOLDENVIEW, the map of which is of record in Map Book CABINET N Page 2105 in the Office of the Register of Deeds, Knox County, Knoxville, Tennessee.

WIIEREAS, the Developer now desires to provide for the preservation of the value and amenities of said community and for the protection of purchasers of lots in this subdivision, the following restrictive covenants and restrictions shall be binding on the present owners and any subsequent owners of any lot in said subdivision.

NOW, THEREFORE, the Developer declares that the real property as described above be held, transferred, sold, conveyed and occupied subject to the following restrictive covenants, restrictions, easements, charges, and liens, (hereinafter referred to as "the restrictions") which will touch and concern and run with the land.

1. **DURATION:** These restrictions shall take effect the first day of June, 1994, and shall be binding on all parties and all persons claiming under them until the First day of June, 2014, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless by a majority vote of the then owners of the lots it is agreed to change said restrictions in whole or in part. Each owner shall be entitled to one vote for each lot which he/she owns.

2. **VIOLATIONS:** If the parties hereto or any of them, or their heirs or assigns, shall violate, or attempt to violate, any of the restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictions, and either to prevent him/her or them from so doing, or to recover damages or other dues for such violation, and further that the successful party in such litigation shall be entitled to an award of the successful party's reasonable attorney's fees.

3. **INVALIDATION:** Invalidation of any one of these restrictions by judgement or Court Order shall not in any way affect any of the other provisions which shall remain in full force and effect.

4. **LOT DESIGNATION:** All numbered lots in the tract shall be known and designated as "residential" lots. No structure shall be erected altered, placed, or permitted to remain, on any lot other than one detached single-family dwelling and an attached private garage.

5. **DWELLINGS:** Only one dwelling house may be erected on any one lot, as shown on the recorded map, and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process, or process of any kind, except for the purpose of increasing the size of another lot for which sale or conveyance must be approved by the Developer.

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6. **SQUARE FOOTAGE:** All houses built on lots in GOLDENVIEW shall be subject to the following square footage requirements.

- a.) Houses shall contain a total of at least 1800 square feet, and there must be at least 900 square feet on the first floor of any two story house. Square footage of any Bonus Room may be counted only for that portion which has a height of seven and one half feet or greater. Square footage of unfinished basements and garages is not to be counted.
- b.) In computing square footage, measurements will be made from exterior walls and will be exclusive of eaves, steps, open porches and garages.

7. **LOT LINES:** Houses shall not be located on any lot nearer to the front, rear, or side lot line than the building setback lines as indicated: Front - 20 feet; Side - 10 feet; Rear - 35 feet. Additionally, the Zoning Code for Knox County, Tennessee, with its amendments up to June, 1992, as it applies to Planned Residential Zone zoning, is hereby incorporated by reference into these restrictions, as if set out verbatim, and made a part of these restrictions.

8. **EASEMENTS:** Easements five (5) feet in width along all interior lot lines and ten (10) feet on all exterior lot lines are reserved for the installation and maintenance of utilities and for drainage purposes. Other easements as set out on Final Plat are in existence. No easements, rights of way or other rights of access shall be deemed, granted, or in any way given to any person or company through any lot in the subdivision unless permission is given in writing by the Developer.

9. **CONSTRUCTION REQUIREMENTS:** The following are construction requirements which may not be waived by the Developer:

- a.) Only single story houses, single story houses with a basement, two story houses or two story houses with a basement will be allowed.
- b.) Split foyer, tri-level or log-type houses will not be approved.
- c.) No visible radio, television or microwave aerial or antenna, or radio tower, or satellite dish or any other exterior electronic device 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.
- d.) Air conditioning and heating units shall be concealed from public view from the street.
- e.) Roof pitches shall be 6/12 or steeper. All roofing materials must be of a medium hand split cedar shake or fiberglass or asphalt roofing shingles with a life rating of at least 20 years.
- f.) Houses may not have any exterior siding which is composed of any type of plywood, wood pressed board or flakeboard.. Manufactured exterior siding is excluded from this prohibition.
- g.) Garages are to be a part of the main structure with a minimum capacity for two full sized automobiles.
- h.) No part of any swimming pool or its appurtenances may be closer than seven (7) feet from any property line. Above ground swimming pools are not permitted.
- i.) No fence shall be allowed between the rear building line of the house and the street in front of the house, with the exception of the southern boundary line on Lot 9 and the eastern boundary line on Lot 10, and no chain link fences are permitted under any conditions. Any fencing erected must blend with the construction of the house.
- j.) Once construction of any house has begun, work thereon shall be continued diligently and continuously until the full completion thereof unless completion thereof is rendered impossible as a direct result of strike, fires, national emergency or natural calamities. Construction must be completed within nine months.

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k.) Driveways on all lots shall run from the street to the garage, shall be no closer than three (3) feet running parallel to property lines, and all driveways shall be concrete or a composition of concrete with exposed aggregate. Asphalt driveways are not permitted.

l.) All exposed foundations are to be of brick veneered or stuccoed masonry construction, and concrete block shall not be visible on any house.

o.) No visible solar water heater panels or solar electric panels are permitted.

n.) Any plans for outbuildings, tennis courts, or swimming pools must be prepared in detail and must be approved by the Developer until all lots are sold. After all lots have been sold the plans must then be approved by a majority of the members of the Homeowner's Association.

o.) All outside lights and lighting systems which are installed at the time of construction must be approved by the Developer. Any subsequent installation of outside lights and lighting systems must be approved by the Developer until all lots are sold. If installation is planned after all lots are sold, a majority of the members of the Homeowner's Association must approve of such installation. Christmas decorations are excluded.

p.) There shall be no detached buildings or storage buildings on any lot, with the possible exception of swimming pool outbuilding. Plans for any swimming pool outbuilding to be erected will require the approval of the Developer until all lots are sold. If installation is planned after all lots are sold, a majority of the members of the Homeowner's Association must approve of such installation.

q.) All utility lines shall be concealed and placed underground. Outside clothes lines are prohibited.

r.) Residents are encouraged to promote the native growth of the community, and any tree more than six (6) inches in diameter at the height of five (5) feet above the ground outside the building site for each lot shall require the approval of the Developer prior to being cut or removed. Those trees that are severely diseased or rotten to the extent of creating a hazard, or any tree which in itself creates a hazard is exempt from this restriction.

9. **SIGNS:** 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 two signs of not more than five (5) square feet each used by a builder and supplier to advertise the property and components during construction and initial sale.

10. **DEVELOPER'S SIGNS:** The Developer reserves the right to display signs of larger size for promotion of the development and the placement of a sign at the entrance way.

11. **NUISANCE:** No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood. No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All containers or other equipment for the storage of such materials shall be kept in a clean and sanitary condition, and shall be screened from public view.

12. **CURBS AND STREETS:** Owners of lots are responsible for damage done to curbs and/or streets in front of their lots. Upon commencing construction, the contractor, builder, or property owner shall first locate the driveway entrance and make a curb cut before any trucks, track machines, construction machinery, automobiles, or any heavy motor driven vehicles are allowed to be driven onto the building lot. The width of the entrance way shall be sufficient to accommodate all entering vehicles or a minimum of sixteen (16) feet. All contractors, builders, and lot owners are warned there shall be no track machines or backhoe stabilizers placed on the streets or curbs. Any damage to curbs and/or streets as a result of failing to make such a curb cut or from the use of track machines or the placement of backhoe or truck stabilizers on the streets and curbs shall be the responsibility of the lot owner. If repairs to such damaged curbs and/or streets are not made before the damage worsens from wear, the Developer retains the right to make such

repairs and invoice the lot owner with payment due upon receipt of invoice. The contractor, builder, or lot owner will ensure that heavy trucks do not make sharp turns of such nature that will result in cracked, scarred and/or abraded asphalt surfaces and that such vehicles do not drive over the curbs. Such unnecessary street damage will be paid for by the lot owner to the Developer.

13. **OCCUPANCY:** Occupancy of any residence on any lot of the property herein described shall take place only after completion of the approved improvements to the property and a certificate of occupancy has been issued by Knox County, TN.

14. **ANIMALS:** No raising, breeding or keeping of animals for commercial purposes shall be permitted on any lot in the subdivision. Dogs and cats may be kept provided they are not kept for commercial purposes and do not disturb other residents of the subdivision. Any person permitting an animal or pet to disturb the peace and quiet of any resident shall be governed by the section headed VIOLATIONS in these restrictions.

15. **WEEDS AND TRASH:** Each lot owner, other than the Developer, shall keep their lot free of tall grass, weeds, trash or any rubbish, and the like. If the lot owner fails to properly maintain the property, then the Developer shall have the right, but not the obligation, to provide maintenance on the lot and invoice the lot owner, said invoice being due and payable upon receipt.

17. **COMMERCIAL VEHICLES:** No commercial vehicles may be parked overnight on any residential property unless they are housed inside the garage.

18. **TEMPORARY RESIDENCE:** No tent, garage or other outbuilding erected on nor any trailer parked on any lot may be used at any time as a residence, nor shall any structure of a temporary nature be used as a residence.

19. **BUILDING AND MAINTENANCE REQUIREMENTS:** The Developer shall have the purpose of further ensuring the development of said land as a residential area of the highest quality and standards. In order that all improvements on each building lot present an attractive and pleasing appearance from all sides and from all points of view, the Developer has the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot.

a.) The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications, lot grading and landscaping plans which are not suitable or desirable in their opinion for any reason.

b.) No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans and specifications and the lot plans showing the locations of such building or alterations have been approved in writing by the Developer. The Developer shall have a period of ten (10) days to either approve or disapprove any submitted plans, specifications and lot plans. If the Developer fails to act on such matters within ten (10) days, then such failure to act shall be deemed a disapproval. Plans may be resubmitted to the Developer for its consideration. In the event such plans are approved by the Developer, then the owner may proceed with the construction to ensure compliance with the submitted plans. It is expressly understood and stipulated herein that injunctive relief is an available device to ensure compliance with these requirements as the relief to be sought is unique.

21. **AMENDMENTS, WAIVERS AND RELEASES:** The Developer, until all lots in the subdivision have been sold, shall have the right to:

a.) amend these restrictions, provided that all such amendments hereto shall conform to general purposes and standards of these restrictions,

b.) amend these restrictions for the purpose of curing an ambiguity and any inconsistency between the provisions contained herein, and



c.) include in any contract, deed or other instrument hereinafter made any additional restrictions applicable to the said land which do not lower the standards of the restrictions contained herein.

22. **ASSIGNMENT OF RIGHTS:** The Developer reserves the right to transfer or assign its responsibilities, duties, and rights herein to its successors and assigns.

23. **HOMEOWNER'S ASSOCIATION:** The Developer reserves the right to form a Homeowner's Association to deal with matters addressed by these restrictions, to own and manage common property and improvements, and to maintain the entrance way.

IN WITNESS WHEREOF, the principals of Goldenview Development, Inc., have caused this instrument to be executed on this the 16th day of JUNE, 1994.

GOLDENVIEW DEVELOPMENT, Inc.

Burl E. Cloninger
Burl E. Cloninger, President

Phyllis A. Cloninger
Phyllis A. Cloninger, Vice President

STATE OF TENNESSEE)

COUNTY OF KNOX)

On this the 16th day of JUNE 1994



Kay L. Frazier
notary

March 31, 1998
expires



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