

## DECLARATION OF RESTRICTIONS

### SOUTHERN SHADE SUBDIVISION

Mary E. Rogers, As owner of property as shown in map cabinet N, slide 85C, hereby adopts these restrictions for Southern Shade Subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January, 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the owners of the lots vote to change said covenants in whole or in part.
2. If the parties hereto or their heirs or assigns, shall violate or attempt to violate 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. Invalidity 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 full force and effect.
4. All numbered lots in the tract shall be known and designated as residential lots. 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 the Knox County, unless the Planning Committee requires greater setbacks.
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 device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.
7. All fireplaces shall be 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. 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 of a building lot not occupied by a building or other structure, unless approved by the Planning Committee.
10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
11. Roof pitches shall be 6/12 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 to be paved with concrete.

14. Outside light poles, etc. have to be approved by the Planning Committee.
15. Mail boxes shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as selected by the Planning Committee.
16. 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.
17. No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on 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. Recreational vehicles, including camping trailers, boats, motor homes, and the like, shall be parked at the rear of any lot and shall be out of sight to the general public. No automobiles that 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 and are responsible for dirt or other debris coming onto subdivision streets during construction activities.
20. Owner is responsible for neatness of their lot before and after building on their lot. (Examples: Keeping lot mowed, maintaining unpaved road accessing.)
21. It shall be the responsibility of the owner to cut curb for access roads and to repair any curb that is damaged during construction.
22. Clotheslines and other devices or structures designed and customarily used for the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.
23. All telephone, electric, and other utility lines and connections between the main utilities lines and the residence and other buildings located on each building lot shall be concealed and located underground so as not to be visible.
24. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
25. 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 used by the builder to advertise the property during the construction and sales period or advertising the property for sale at any time. Developer reserve the right to display signs of a larger size for promotion of the development.
26. 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.
27. No lot shall be used as a dumping ground for rubbish trash, garbage, or other waste. No waste shall not be kept, except in sanitary containers and shall be screened. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition and shall be screened.
28. All above ground exterior foundation walls shall be veneered with brick or stone unless otherwise approved by the Planning Committee. Windows must be wood unless otherwise approved by the Planning Committee.
29. No out-building 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.

30. Exterior of home shall consist of not less than 90% brick. No masonite siding will be permitted. Stucco and/or stone exteriors will be considered on an individual basis only. Exterior style of home shall be traditional. Final approval shall be made by Planning Committee.

31. All lots shall be subject to the following square footage requirements:

(a) Houses with one and one-half or two stories shall contain 1,300 square feet on the ground floor and total of at least 3,000 square feet for both floors.

(b) Houses with one floor or one floor and a basement shall contain at least 2,500 square feet on the upper-most level.

(c) Multi-level houses will be considered on an individual basis only.

32. The computation of square footage shall be exclusive of porches and garages.

33. No building shall be erected, placed, altered, or permitted to remain on a building lot in the subdivision until the building plan and specifications and the lot plans showing the location of such building or alterations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Mike Rogers and one other member appointed by Mike Rogers, said committee to be known as the Planning Committee. Mike Rogers shall have the authority to replace the other committee member at any time and for any reason. In the event of the death of Mike Rogers, 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 ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots within a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said properties within the 600 foot radius desire the approval be given, the same shall be deemed approved by the Planning Committee. 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.

34. All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have the 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 looking from the outside appearance and does not destroy the aesthetics of the house. A side or rear entry garage is to be used only, unless otherwise approved by Planning Committee.

35. The Planning Committee shall have the sole and exclusive right at any time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.

36. 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, walls, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached 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 of 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 refuse to approve any such building plans and specifications and lot grading and landscaping plans that 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 land. 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 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.

37. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, 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 on any contract, 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 Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

38. At the option of Mike Rogers (Planning Committee) and upon the sale of Ten (10) lots in Southern Shade Subdivision, Planning Committee (consisting of Mike Rogers and his appointee) can be replaced by a three (3) member committee elected by a majority of the lot owner of Southern Shade Subdivision. This committee shall assume all responsibility of the planning committee and all other restrictions will remain in force.

IN WITNESS WHEREOF, the owner has executed this instrument

on this 4th day of January, 1994

MARY E. ROGERS

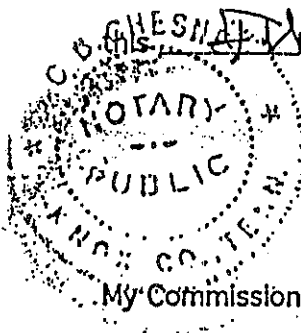
Mary E. Rogers

STATE OF TENNESSEE )  
COUNTY OF KNOX )ss:

Before me, C.B. Chesney, a Notary Public in and for the County and State aforesaid, personally appeared MARY E. ROGERS, the within named bargainer, with whom I am acquainted, and who acknowledged that he executed the foregoing instrument for the purposes there in contained.

Witness my hand and official seal at office in Knoxville, Tn.

on this 4th day of Jan, 1994



C.B. Chesney  
Notary Public

My Commission Expires: 8/29/95