

This Instrument Prepared By:
CLAIBORNE, DAVIS, BUUCK & HURLEY
713 Market Street, Suite 300
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(615) 971-4040

DECLARATION OF RESTRICTIONS

CEDAR DALE

WHEREAS, the undersigned, ALCOA WAY PARTNERSHIP, of Knoxville, Knox County, Tennessee, is the owner and developer of a tract of land in the Sixth (6th) Civil District of Knox County, Tennessee, and known as Cedar Dale in the Register's Office for Knox County, Tennessee; and

WHEREAS, the said Alcoa Way Partnership (hereinafter referred to as "Developer") is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owners and all subsequent owners of any lot or lots in the said subdivision;

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

ARTICLE I

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until October 1, 2013, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of not less than two-thirds (2/3) of the then owners of lots, it is agreed to change said covenants in whole or in part.

ARTICLE II

ENFORCEMENT

If the parties hereto, their heirs, successors, or assigns, or any other person or entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Developer, its successors or assigns, or any person or entity having an ownership interest in any lot to prosecute any



proceedings at law or in equity against the person or entity violating or attempting to violate any such covenants or restrictions and either to prevent such person or entity from so doing or to recover damages or other dues for such violation.

ARTICLE III

SEVERABILITY

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.

ARTICLE IV

LAND USE AND BUILDING TYPE

All the lots in the subdivision shall be known and designated as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two (2) stories in height and an attached garage, except by approval and sanction of the Developer. No metal storage sheds or storage sheds of any kind may be erected or placed on any lot. No carports, either detached or attached to a residence, shall be permitted without the express written permission of the Developer, and in no event may a carport be substituted for a garage. All foundations shall be bricked and roofs will have an 8/12 pitch minimum. All windows shall be wood only. Lot owners shall pay a premium sewer bill of Thirteen Dollars and Thirty Three Cents (\$13.33) per month.

ARTICLE V

BUILDING LOCATION

No building shall be located on any lot nearer to the front line than is permitted by standard setback restrictions of applicable zoning. In any event, no building shall be located on any lot nearer than twenty (20) feet to the front lot line unless special permission is given in hardship cases. No building shall be located nearer than five (5) feet to the side boundary line of a lot or fifteen (15) feet to the rear boundary of any lot. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building to encroach upon another lot. Roofed porches shall be considered as part of the building and shall not be nearer than eight (8) feet to any lot line or in front of any building setback line as shown on the map of record referred to above.

ARTICLE VI

DIVISION OF LOTS

Not more than one (1) single family residential dwelling may be erected on any lot, nor shall more than one (1) family occupy said dwelling, as shown on the recorded map, and no lot as shown on said map may be further developed, subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind, except for the explicit purpose of increasing the size of another lot. However, the Developer reserves the right to use any numbered lot in said subdivision for public or private road purposes to gain access to any adjoining land as it shall in its sole discretion determine.

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ARTICLE VII . . .

DWELLING SIZE

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 1,000 square feet on the ground floor and a total of not less than 2,200 square feet on both floors.
- (b) Houses with one story or one story and a basement shall contain at least 1,600 square feet on the upper most level.
- (c) Multi-level houses will be considered on an individual basis only by the Developer, in its sole discretion.

The computation of square footages shall be exclusive of porches and garages.

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 a plan showing the location of the dwelling have been approved in writing by the Developer or its assigns as to quality of workmanship and materials, harmony of exterior design with existing structures and location with respect to topography and finished grade level and elevation. The Developer reserves the right to transfer its rights of plan design approval to any such individual or corporation having an ownership interest in said subdivision and deemed by the Developer to be an appropriate party upon which to confer such authority. In any event, the Developer shall have the exclusive authority to designate its successor. In no event shall the Developer or its successor be entitled to compensation for services performed pursuant to this covenant. In the event the Developer or designated representative fails to approve or disapprove in writing such plans or specifications within twenty-five (25) days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fulfilled. Thereafter, such plans must be left with the Developer during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and approval shall be deemed to be fully granted.

ARTICLE VIII

NUISANCES

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No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. The Developer or its assigns may require removal of obnoxious or unharmonious improvements or changes made to property after construction is completed; however, the homeowner may appeal said ruling of the Developer or its assigns by obtaining the approval of Seventy Five Per Cent (75%) of the homeowners within a three hundred (300) foot radius of the improvement. Enforcement of the ruling made hereunder concerning obnoxious or unharmonious improvements or changes may be enforced by any means at law or equity including entry upon the property and safety and liability of the Developer or its assigns for such action.

ARTICLE IX

TEMPORARY STRUCTURES

No trailer, mobile home, motor home, basement, tent, shack, garage, barn, outbuilding, or other temporary structure shall be erected on any lot at any time, nor shall any such structure at any time be used as a residence, temporarily or permanently.

ARTICLE X

EASEMENTS

Easements ten (10) feet in width along the street and exterior boundaries of the subdivision and five (5) feet in width along all other lot lines are reserved for the installation and maintenance of utilities and drainage. No easements, rights of way or rights of access shall be deemed granted or in any way given to any person or entity across or through any lot in this subdivision unless permission is given in writing by the Developer or its assigns.

ARTICLE XI

SIGNS

No signs of any kind shall be displayed on any lot except one (1) professional sign of not more than one (1) square foot and one (1) sign of not more than five (5) square feet, advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period. The entrance sign and grounds thereon shall be maintained by the lot and homeowners after Fifty Per Cent (50%) of the lots have been sold.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind or species shall be raised, bred or kept on any lot, except household pets such as dogs and cats, which may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in such number as to create a nuisance or sanitation problem.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, hazardous waste, or other waste, and further provided that there shall be no dumping on the top of the ground, except that it shall be permissible for temporary dumping of building and/or construction materials which shall be immediately covered and thereafter removed within a reasonable time. In addition, it shall be the responsibility of the owner of each lot to maintain the same in an orderly manner and to remove any unsightly or other type of waste situated on any lot.

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ARTICLE XIV

FENCES AND WALLS

No fences or walls shall be erected, placed or altered on any lot or parcel unless approved by the Developer or its assigns. If any fencing is constructed without the prior approval of the Developer or its assigns, the Developer or its assigns may remove said fencing without the necessity of proceeding through the judicial process. Chain link fencing will not be permitted.

ARTICLE XV

MISCELLANEOUS RESTRICTIONS

1. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas, or dishes, solar panels or any other type of exterior structure other than a traditional mailbox or exterior lights or lamps may be installed or used without the prior written approval of the Developer or its assigns.
2. No one will be permitted to store or park house trailers, mobile homes, campers, pleasure or fishing boats, trailers or other similar type of vehicles on or about said residences unless the same are stored or parked inside a garage so as not to be visible from the street or adjoining properties. No vehicle which is inoperable or being stored shall be parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
3. Builders will be responsible for the removal of all trash, waste and unused materials at reasonable intervals during construction and after completion and shall provide silt control devices on each lot during construction activities.
4. Clothes lines or other devices or structures designed and customarily used for the drying or airing of clothing, blankets, bed linens, towels, rugs or 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 from the interior of any dwelling so as to be visible from the exterior of said dwelling or placed on the yard or exterior of any dwelling for the purpose of drying, airing, curing or any other purpose.
5. The placement, storage or creation of hazardous material on any lot is strictly prohibited and the Developer shall have the unrestricted right to take such action as it deems necessary to protect the health and welfare of the owners and occupants of the subdivision. In addition, the Developer shall have the right to assert a lien against any lot or lots for the recovery of expenses incurred by it or others for removal of such materials from any lot and the rehabilitation of the same.

ARTICLE XVI

WAIVER AND MODIFICATION

The Developer and its assigns hereby reserve the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictive covenants or conditions contained herein, provided that said modifications do not reduce the general standards of Cedar Dale. The Developer and its assigns specifically reserve the right to amend the restrictive covenants



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that might hinder the qualification of the subdivision for FHA/VA or conventional mortgage financing up to twelve (12) months from the date of the execution of this Declaration of Covenants and Restrictions.

ARTICLE XVII

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any person or entity or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein granted to and secured by Developer and upon such assignment, the Developer shall thereupon be forever released therefrom.

ARTICLE XVIII

INTERPRETATION AND CLARIFICATION CLAUSE

The laws of the State of Tennessee shall control in the construction of these covenants and restrictions. As used in this Declaration of Covenants and Restrictions, words in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

ARTICLE XIX

DEFINITIONS

The following words, when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meaning:

- (a) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exceptions of Common Properties or properties held or purchased by any religious group, organization or association.
- (b) "Developer" shall mean and refer to Alcoa Way Partnership and its assigns or successors in interest.
- (c) "Owner" shall mean Alcoa Way Partnership as it represents ownership interest in the subdivision.
- (d) "Homeowner" shall include any person who shall have occupied a home or held a valid contract to occupy a home before the execution of the Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the said owner and Developer have hereunto set their hands and seals this 21 day of Oct, 1993.

ALCOA WAY PARTNERSHIP
BY:

James R. White
PARTNER



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STATE OF TENNESSEE)
COUNTY OF KNOX)

PERSONALLY APPEARED before me, the undersigned, a Notary Public in and for said County and State, James R. White, with whom I am personally acquainted, and who acknowledged himself to be the Partner of Alcoa Way Partnership, the within named bargainor, a partnership, and that he as such partner being authorized so to do, and having been duly sworn according to law, acknowledged that he executed the within instrument as such partner and as the free act and deed of the partnership, and for the purposes therein contained.

WITNESS my hand and official seal, at office, this 21st day of October, 1993.

Catherine Linton
Notary Public

My Commission Expires: 4/17/95



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