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STEVE HALL  
REGISTERED CLERK  
KNOX COUNTY

DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
TAYLOR'S VIEW SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 30<sup>th</sup> day of March, 2001, by 22.01 Enterprises, LLC (the "Owner and/or Developer").

WITNESSETH:

WHEREAS, 22.01 Enterprises, LLC owns certain real property (the "Property") located in Knox County, Tennessee, said real property being more particularly described on Exhibit A attached hereto and incorporated herein by reference; and


WHEREAS, 22.01 Enterprises, LLC shall subdivide the property into a residential subdivision (the "Subdivision") to be known as Taylor's View Subdivision; and

WHEREAS, it is for the interest, benefit and advantage of 22.01 Enterprises, LLC and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any re-subdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by 22.01 Enterprises, LLC and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, 22.01 Enterprises, LLC does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the 22.01 Enterprises, LLC until January 1, 2020 at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a majority of the then owners of the Lots (then subject to this Declaration) within the Taylor's View Subdivision, with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as in whole or part determined and agreed upon by such majority.

1. If said Limited Liability Corporation (LLC) or its successor or assigns shall violate or attempt to violate any of these restrictive covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restrictive covenants, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

2. Land Use and Building Type. No Lot shall be used except for private, single family residential purposes unless specifically required for use by a public utility service for the Subdivision, by governmental authority, or a portion shown on the recorded map for future development. No business of any nature shall be conducted on any Lot. Each Lot shall contain no more than one residential dwelling. No building shall be erected, altered, placed or permitted to remain on any Lot for more than a one-family dwelling not to exceed two (2) stories in height.

  
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RECORD FEE: \$38.00  
TAX: \$0.00

3. Re-subdivision. The recorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the recorded plan or re-subdivision by 22.01 Enterprises, LLC, no Lot may be re-subdivided nor its boundaries changed without the consent of 22.01 Enterprises, LLC, or of at least fifty-one percent (51%) of all Lot owners, each Lot to carry one (1) vote, and without the prior approval of the Planning Commission for Knox County, Tennessee.

4. Architectural Control. No building, fence, wall, pool, tennis court, or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing as to quality of workmanship and materials, harmony of external design with existing structures in the Subdivision, and as to location with respect to topography and finish grade elevation, by a Planning Committee named by 22.01 Enterprises, LLC, or other such designees, or the successors or assigns of the said committee known as the Planning Committee. Approval shall be provided as herein below set forth:

(a) Duration. 22.01 Enterprises, LLC shall maintain architectural control for twenty (20) years from the date of the recordation of this Declaration or until the sale by 22.01 Enterprises, LLC of, and the completion of construction of a residential dwelling on, each and every Lot in the Subdivision, whichever shall later occur, at which time the Architectural Control Provisions contained in this Section 4 shall expire. Notwithstanding the foregoing, 22.01 Enterprises, LLC, at any time, may relinquish its right and any attendant obligations on it, to exercise architectural control as provided herein by executing and recording in the Register's Office for Knox County, Tennessee, a notice of such relinquishment, at which time the Architectural Control Provisions contained in this Section 4 shall expire.

(b) Procedure. 22.01 Enterprises, LLC's approval or disapproval as required in this Declaration shall be in writing. In the event 22.01 Enterprises, LLC fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, said plans shall have been deemed disapproved. If the Planning Committee approves said plan a complete set of plans and specifications of the residential house to be built shall be left with said Planning Committee during the time of construction.

(c) Standards. For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developer hereby adopts the following standards for architectural control: the Developer shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood.

(d) No Liability. In no event may the Developer be held liable in any way to any Lot owner or other interested party by virtue of the Developer's approval, disapproval, or inaction regarding any architectural control decision.

5. Number of Dwellings on any Lot. Not more than one (1) residential dwelling may be erected on any lot as shown on the recorded map and any lot shown on said map may not be subdivided or reduced in any size by any device, voluntary alienation, partition, judicial sale or other process of any kind, except for the purpose of increasing the size of another lot.

6. Dwelling Size. The minimum square footage of living area of any residence erected in the Taylor's View Subdivision shall be for one (1) and one-half (1/2) or two (2) story houses shall contain at least two thousand four hundred (2,400) square feet for both floors, as measured from the interior walls; and one (1) story houses shall contain at least two thousand (2,000) square feet provided, however, for both one story, one and one-half stories, and two story houses that garages, porches, basements and similar spaces shall be in addition to and not included in the above stated minimum square feet requirements.

7. Exterior Quality. At least seventy percent (70%) of the exterior walls of all buildings, exclusive of doors and windows, shall be of brick or stone masonry construction. There shall be no exposed cinder or concrete block.



8. Building Location. Any building to be located on any Lot shall comply with the minimum building setback lines as may be shown on the plan of the Subdivision and all applicable zoning laws and regulations.

9. Water and Sewer Services. All residences shall be connected to the sanitary sewers provided by 22.01 Enterprises, LLC. Sewer connections shall be approved by the inspectors and each Lot owner will be required to pay for water and sewer service in accordance with the rates fixed by the water company or district.

10. Diligence in Completing Construction. Upon the commencement of construction of any building or other structure, the same shall be pursued to completion with due diligence and no construction shall be abandoned or discontinued prior to completion for more than sixty (60) days. In any event, construction must be completed within one (1) year of its commencement.

11. Maintenance of Construction Site. Builders shall maintain Lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

12. Dwellings, Temporary Structures, Garages, Outbuildings, and Recreational Vehicles, Etc. No trailer, tent, shack, barn, unattached garage or any other outbuilding (except for pool houses that otherwise comply with this Declaration) shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No dwelling shall be moved onto any Lot. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. No residence shall be built on any Lot unless it conforms to and is in harmony with the existing structures in the Subdivision. Notwithstanding the foregoing, temporary buildings may be used by the Developer as temporary sales or construction offices.

Recreational Vehicles which includes, but are not limited to boats, jet skis, campers, motorcycles, travel trailers, and motor homes or trailers for same, shall be stored or parked in the area behind any residential dwelling so as to conceal them from the view from the front of the home. These vehicles shall not be stored or parked on the street or in the side or front yard of any residential lot, part of a residential lot or annexation thereto.

13. Garages. There shall be no front entry from the street to garages. All side entry garages shall be blocked from view from the front of the particular Lot by the residential dwelling.

14. All gyms, play sets, and/or swing sets shall be of wood or similar construction and shall be approved by the Planning Committee in accordance with the procedure established herein. All basketball goals and trampolines shall be approved by the Planning Committee in accordance with the procedure established herein.

15. Fences. All fences of any kind shall not be allowed, except as required around swimming pools and courtyards. All chain link fences are prohibited. Any proposed fencing must be approved by the Planning Committee. All fencing upon completion must be approved by the Planning Committee, the procedure being specified in paragraph four (4).

16. Swimming Pools, Pool Houses and Tennis Courts. Any swimming pool or pool house must be located to the rear or side of the residence or enclosed therein. All swimming pools shall be below ground and enclosed for safety by an attractive wall or fence consistent with the residential dwelling of which the swimming pool is apart. All chain link fences are prohibited and all fences or walls shall be at least five (5) feet in height. At least fifty percent (50%) of the exterior walls of all pool houses shall be of brick or stone masonry construction.



Tennis courts must have attractive enclosures of shrubbery and screening consistent with the plan of the subdivision.

All swimming pools, pool houses, tennis courts and the construction thereof must conform to and be in harmony with the existing structures in the Subdivision and shall be subject to the Architectural Control Provisions contained herein, if such Provisions are still applicable. All fences and walls must be kept neat, maintained and structurally sound.

17. Air Conditioners and Garbage Cans. All exterior air conditioners and air conditioning units and all garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee and which must be consistent with exterior construction of the residential dwelling which the screen serves. All window unit air conditioners are strictly prohibited.

18. Roof Pitches. All roof pitches shall be 7/12 or steeper, unless approved by the Planning Committee in accordance with paragraph four (4).

19. Driveways. All driveways shall be concrete unless approved in writing by the Planning Committee as provided in paragraph four (4).

20. Motor Vehicles. All automobiles, trucks and motor vehicles shall not be parked or stored in the yard of any residential lot, or annexation to any lot in said Subdivision or on any Subdivision street. No motor vehicle owned by Lot owner shall be parked or stored in the driveway, but shall be placed in the garage, the only exception being that if the Lot owner or his/her guest drives the vehicle everyday the motor vehicle may be parked in said driveway overnight.

21. Outside light poles, mailboxes, etc. shall be approved by the Planning Committee, in accordance with the provisions of paragraph four (4). All mailboxes must be 2' x 2' x 5' in size and constructed of brick or natural stone. No wooden utility or light poles are allowed.

22. All exterior basement and foundation walls shall be one hundred (100) percent veneered with brick. All exterior construction shall be at least seventy (70) percent brick and/or stone in addition to the exterior basement and foundation walls, unless otherwise approved by the Planning Committee in accordance with paragraph four (4).

23. Out buildings, such as pool houses, carports or detached garages shall not be built, unless approved by the Planning Committee in accordance with paragraph four (4). Any such out building shall be in substantial conformity with the architectural design used for the main dwelling which the out building serves.

24. Residential dwellings constructed on any lot in the Subdivision may not be occupied prior to its completion, and completion shall include landscaping. All landscaping shall be consistent and in keeping with the Subdivision. All construction and landscaping must be completed within one (1) year of the initial ground breaking.

25. All residential dwellings must have a minimum two (2) car garage that will accommodate at least two (2) large size automobile. The Planning Committee shall have authority to allow the two car garage in residential dwellings with a basement, if in its sole discretion, the appearance of the residential dwelling is large enough from the outside appearance and does not destroy the aesthetics of the house.

26. Antennas, Satellite Dishes, and Other Electronic Devices. No television or radio antenna, satellite dish, ham radio, or other electronic device of a similar nature shall be placed on the roof of any building or on the front two-thirds (2/3) of any Lot, any such device to be restricted to the rear one-third (1/3) portion of the particular Lot. No such device may be more than ten (10) feet in height.

27. Underground Wiring and Pipes, Etc. All wiring, pipes and similar lines that are to be run from the street to any particular Lot for gas, water, sewer, telephone, cable TV, electric or any other utility service shall be underground, if practicable.

28. Garbage and Refuse Disposal; Utility Meters. 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 or disposal of such material shall be kept in a clean and sanitary condition, and shall be screened by appropriate materials consistent with improvements in the Subdivision. No utility meters or trash receptacles shall be placed in front of any residence unless obscured from view from the street.

29. Sign Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and eight (8) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

30. Nuisances. No noxious, offensive or illegal 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. There shall be no exterior storage of any inoperable vehicle. Neither businesses nor trades are permitted to be conducted from the subdivision. This prohibition shall include but will not be limited to, beauty salons, catering services, cleaning services, auto repair services, or any personal services business.

31. Signs. No sign of any kind shall be displayed to the public view on any Lot, except one (1) sign of not more than five (5) square feet, advertising the property for sale or signs used by the Developer, or its designee, to advertise during the Developer's sales and construction period. 22.01 Enterprises, LLC, its successors and assigns, reserve the right to display signs of a larger size for the promotion of the Subdivision development.

32. Animals, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred, maintained for any commercial purpose, and they are confined in the dwelling house and not permitted to run loose in the subdivision. All dog houses must be placed on the rear one-third (1/3) of the Lot. Animals are not permitted to be chained on the Lot; however, invisible fencing is permitted. All Lot owners shall abide by the Knox County leash laws and said laws shall be strictly enforced.

33. Covenant with Respect to Maintenance of Lot and Improvements. Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. No owner of any Lot shall modify any structure on his or her Lot by adding a room or rooms, changing the roof lines, adding decks, or making other material alterations in the exterior appearance of the structure without the express written approval of the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. Each owner, in acquiring title to his or her respective Lot, acknowledges that the decor, color scheme, design and construction of any structure thereon, and any reconstruction, modification or addition thereto, shall be selected and performed in such a manner as to be consistent and harmonious with other homes within the Subdivision and agrees to maintain his or her respective Lot and structure in such a manner as to maintain and perpetuate the visual harmony within the Subdivision.

34. Fees. The Planning Committee shall assess a yearly fee of \$25.00 to each Lot Owner for the maintenance of the grounds at the entrance to the neighborhood and for any other general upkeep of the subdivision which may arise. This yearly fee may be increased upon majority vote of the Planning Committee.



35. **Damage, Destruction or Maintenance.** In the event of damage or destruction to any structure within the Subdivision, each respective Lot owner agrees as follows:

(a) In the event of total destruction, the owner of the particular Lot shall promptly clear the Lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable.

(b) In the case of partial damage or destruction, the owner shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition, subject to approval by the Developer in accordance with the Architectural Control Provisions contained herein, if such Provisions are still applicable. In no event shall any damaged structure be left un-repaired and un-restored for in excess of sixty (60) days from the date of the insurance adjustment.

36. **Easements.** Each of the Lots of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded re-subdivisions thereof. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot, to the extent that such may be reasonably necessary, from the front Lot line to the rear Lot line to any utility company having an installation or repair in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or public utility company is responsible. The owner of any Lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

37. 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 and all rights, powers, privileges, authorities and reservations given to or reserved by it under any part or paragraph of these restrictive covenants.

38. For the purpose of further assuring the development of said Subdivision as a residential area of the highest quality and standards, and in order that all improvements on each residential 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 residential building lot in the manner and to the extent set forth herein. Residential or other buildings, fences, walls, utility yards, driveways, swimming pools or other structures or improvements, regardless of size or purpose, whether attached to or detached from the main residential dwelling, shall not be commenced, placed, erected or allowed to remain on any residential 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 residential 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 residential 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 Commission, 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, specifications, lot grading and landscaping plans, which are not suitable or desirable in its' sole opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for said land or contiguous lands. In passing upon such building plans, specifications, lot grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built upon the residential building lot where the same are proposed to be erected, the quality of the proposed workmanship and materials, and the harmony of the external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from the neighboring properties.

39. Enforcement. Any Lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both.

40. Severability. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

41. Amendment. Anything contained herein to the contrary notwithstanding, the Owner reserves the right for the Owner, or the Developer, its successors and assigns, if the property has been conveyed to it by the Owner, to modify, release or amend all the covenants and restrictions contained herein until such time as Developer has sold all of the Lots; and thereafter this Declaration may be modified and amended by the vote of at least two-thirds (2/3) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Knox County, Tennessee. As long as there exists upon any Lot in the subdivision a mortgage loan insured by either the Veterans Administration or the Federal Housing Administration, any change, amendment or release of these Restrictions must first be approved by the Veterans Administration and/or the Federal Housing Administration.

42. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written.

COMPANY:

22.01 Enterprises, LLC

By: 

Michael W. Hinton,

Authorized Signatory for the LLC

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Michael W. Hinton with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be a Member and Authorized Signatory of 22.01 Enterprises, LLC, the within named Owner and/or Developer, and that he as a Member and Authorized Signatory of 22.01 Enterprises, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself as Member and Authorized Signatory.

Witness my hand and seal at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

My Commission Expires: 8-5-03

