

This instrument prepared by:
Kyle C. Testerman, Attorney
10255 Kingston Pike
Knoxville, Tennessee 37922

DECLARATION OF RESTRICTIONS
WOODLAND SPRINGS SUBDIVISION, UNIT 3

WHEREAS, the undersigned, BEN TESTERMAN CONSTRUCTION COMPANY, INC., is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and without the corporate limits of the City of Knoxville, Tennessee, and known as Woodland Springs Subdivision, Unit 3, as shown on the map of the same of record in Map Cabinet M; Slide 390-D, in the Register's office for Knox County, Tennessee.

WHEREAS, the said owner 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 in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, Ben Testerman Construction Company, Inc. does hereby covenant and agree with all present and subsequent owners of the lots in said subdivision that the following restrictive covenants, running with the land, shall be binding on all present and subsequent owners thereof 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 2010, at which time said covenants shall be extended for successive periods of ten (10) 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 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 effect 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. 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 (2) 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 Metropolitan Planning Commission for Residential A Zones, except that the side-yard setback for dwellings of more than one (1) story shall be not less than eight (8) feet on one side, with a total of at least twenty (20) feet on both sides. The side-yard setback requirement for the street side of corner lots shall be twenty (20) feet.

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6. Not more than one (1) 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. FIREPLACES: All fireplaces shall be masonry construction unless otherwise approved by Ben Testerman Construction Company, Inc.

8. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by Ben Testerman Construction Company, Inc. Chain link fences are prohibited unless approved by Ben Testerman Construction Company, Inc.

9. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed on the exterior of any structure located on a building lot or on any portion of any building or other structure, unless approved by Ben Testerman Construction Company, Inc.

10. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by Ben Testerman Construction Company, Inc.

11. Roof pitches shall be 8/12 or steeper, unless approved by Ben Testerman Construction Company, Inc.

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 Ben Testerman Construction Company, Inc.

13. All residential driveways are to be concrete or of concrete material or other materials approved by Ben Testerman Construction Company, Inc.

14. Outside light poles, etc. have to be approved by Ben Testerman Construction Company, Inc.

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. Easements or installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

17. No trailer, basement, shack, tent, garage, barn, or other outbuilding erected on the tract at any time shall be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

18. 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 signs of not more than five (5) square feet used by the builder to advertise the property during construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.

19. 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.

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20. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waste and shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition and shall be screened.

21. All above ground exterior foundation walls shall be veneered with brick, stone or stucco. Windows must be wood unless otherwise approved by Ben Testerman Construction Company, Inc.

22. No outbuildings such as pool houses, carports, or detached garages shall be built unless approved by Ben Testerman Construction Company, Inc. Any such outbuildings shall be in substantial conformity with the architectural design used for the main dwelling.

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

(A) Houses with one and one-half (1 1/2) to two (2) stories shall contain at least 1200 (one thousand two hundred) square feet of living area for both floors.

(B) Houses with one (1) floor or one (1) floor and a basement shall contain at least 2000 (two thousand) square feet living space on the uppermost level.

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

24. The computation of square footage shall be exclusive of porches and garages or decks.

25. 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 Ben Testerman Construction Company, Inc., said committee to be known as the Planning Committee. 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 seventy-five percent (75%) of parties owning lots within a six hundred foot (600') radius of the lot in question at the time said approval is requested, stating that said owners of said property within the six hundred foot (600') radius desire the approval be given, the same shall be deemed approved by the Ben Testerman Construction Company, Inc. A complete set of plans and specifications of the house to be built shall be left with said Ben Testerman Construction Company, Inc. during the time of construction. In no event shall the construction of any residence be permitted the plans for which call for less than 100% of the exterior portions to be veneered with brick, stone, or masonry material of equal quality as determined by the Ben Testerman Construction Company, Inc. in its sole discretion. All homes to be 100% masonry exterior finish with exception of dormers which must be stucco and/or material approved by Ben Testerman Construction Company, Inc.

26. All houses must have a minimum of two (2) car garage that will accommodate at least two (2) large-size automobiles. Ben Testerman Construction Company, Inc. shall have authority to allow the two (2) car garage in a basement house to be located

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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.

27. Ben Testerman Construction Company 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 rights, powers, privileges, authorities and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.

28. 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, Ben Testerman Construction Company, Inc. 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 Ben Testerman Construction Company, Inc. 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 Ben Testerman Construction Company, Inc. and until a copy of all such plans and specifications, at finally approved by Ben Testerman Construction Company, Inc., have been lodged permanently with Ben Testerman Construction Company, Inc.

29. Every dwelling shall be connected to a sanitary sewer if available, otherwise the same shall be connected when a sewer line becomes available.

30. 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 of any lot.

31. Ben Testerman Construction Company Inc. shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable and 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, Ben Testerman Construction Company, Inc. 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

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constructions as viewed from neighboring properties.

32. Ben Testerman Construction Company, Inc. 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 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 restrictions lines and provisions hereof, relation thereto) if Ben Testerman Construction Company, Inc. in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

IN WITNESS WHEREOF, the owners have executed this instrument on the 9th day of March, 1994.

Ben Testerman Construction Company,
Inc.

By: [Signature]
Ben Testerman, President

STATE OF TENNESSEE)
 : ss
COUNTY OF KNOX

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, BEN TESTERMAN, with whom I am personally acquainted and who upon oath acknowledged himself to be the President of Ben Testerman Construction Company, Inc. the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office at Knoxville, Tennessee, this 9th day of March, 1994.

[Signature]
Notary Public

My commission expires:
10/19/97



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