

THIS INSTRUMENT PREPARED BY:  
RICK CANTRELL  
C&A ENTERPRISES, LLC.  
7554 MAYNARDVILLE PIKE #103  
KNOXVILLE, TENNESSEE 37938

## DECLARATION OF RESTRICTITONS CANTRELL HEIGHTS SUBDIVISION

THIS Declaration of Restrictions is made as of the 5th day of September 2006, by Rick Cantrell, member of C&A Enterprises, LLC, a Tennessee Limited Liability Company (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the owner of certain real property consisting of 19.21 acres, more or less, situated in District Six of Knox County; Tennessee, without the corporate limits of the City of Knoxville, Tennessee, identified as Parcel 128.01 on Map 28 in the Tax Assessor's Office of Knox County, Tennessee, Warranty Deed between W. Alex Cantrell and C & A Enterprises, LLC, under Instrument 200511300047873 recorded on November 30, 2005, at the Register's Office for Knox County, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an existing iron pin located in the western right of way of Hill Road, said iron pin being located North 21 deg. 43 min. 57 sec. East, 753.65 feet from the centerline intersection of Cabbage Drive and Hill Road; thence leaving the right of way of Hill Road, North 54 deg. 42 min. West, 408.55 feet to an existing iron pin; thence South 31 deg. 04 min. West, 255.52 feet to an existing iron pin; thence South 29 deg. 57 min. West, 132.86 feet to an existing iron pin; thence South 29 deg. 48 min. West, 125.39 feet to a pin located in line of property now or formerly owned by Bobby Weaver (Deed Book 1695, page 64); thence with the line of Weaver, North 54 deg. 12 min. West, 300.54 feet to an existing iron pin located in line of property now or formerly owned by Harold Cantrell (Instrument #200403300090070 and #200403160085919); thence with the line of Cantrell the following two calls and distances: North 51 deg. 09 min West, 353.52 feet to a point; and South 45 deg. 14 min. West, 291.21 feet to an existing iron pin located in the line of property now or formerly owned by Steven Amick (Deed Book 1946, page 339); thence with the line of Amick, North 42 deg. 59 min. West, 444.83 feet to an existing iron pin located in the line of property now or formerly owned by William Olin (Deed Book 1679, page 124); thence with the line of Olin the following three calls and distances: North 31 deg. 3 min. East, 213.74 feet to an existing iron pin; North 30 deg. 53 min. East, 232.17 feet to a point; and North 28 deg. 29 min. East, 32.99 feet to an existing iron pin; thence with a new severance line, South 60 deg. 53 min. East, 113.29 feet to a point; thence South 58 deg. 56 min. East, 50.03 feet to a point; thence South 60 deg. 53 min. East, 522.95 feet to a point; thence North 56 deg. 48 min. East, 324.12 feet to a point; thence North 26 deg. 13 min. East, 348.59 feet to a point; thence North 42 deg. 56 min. East, 242.06 feet to a point located in the line of property now or formerly owned by Salem Baptist Church (Deed Book 2188, page 677 and Instrument #200208060011064); thence with the line of Salem Baptist Church, South 45 deg. 15 min. East, 298.90 feet to an existing iron pin located in the line of property now or formerly owned by Gillespie (Instrument #200312180063198); thence with the line of Gillespie, South 29 deg. 54 min. West, 336.36 feet to an existing iron pin located in line of property now or formerly owned by Ira Wishart (Deed Book 2113, page 653); thence with the line of Wishart, the following three calls and distances: South 31 deg. 52 min. West, 45.19 feet to an existing iron pin; South 30 deg. 37 min. West, 248.10 feet to an existing iron pin; and South 54 deg. 43 min. East, 400.71 feet to an existing iron pin located in the western right of way line of Hill Road; thence with the western right of way of Hill Road, South 25 deg. 3 min. West, 76.28 feet to an existing iron pin, said iron pin marking the point of BEGINNING; according to the survey of Garrett Mitchell Tucker, Tennessee RLS #1947, of Robert G. Campbell & Assoc., L.P., 7523 Taggart Lane, Knoxville, TN 37938, dated October 31, 2005, and bearing File #05010.

WHEREAS, the Land, as shown upon the plat of record as instrument numbers 200605230098196 and 200605230098197 recorded on May 23, 2006 in the Register's Office for Knox County, Tennessee (the "Plat"), has been subdivided into lots to create "CANTRELL HEIGHTS SUBDIVISION" (the "Subdivision," and each numbered lot as shown upon the Plat being a "lot"), and these restrictions shall apply to those Subdivision lots numbered 1 to 43 appearing on the Plat; and

WHEREAS, 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 Subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be delivered by all parties concerned, Developer does hereby establish the following restrictive covenants, which shall be covenants running with the land and shall be binding on all persons at any time owning any lot or lots in the Subdivision or possessing any interest therein, and shall inure to the benefit of all owners of Subdivision lots:

1. These covenants are to take effect immediately upon recordation and shall be binding on Developer, its successor and assigns, and all persons or entities at any time owning or possessing an interest in a lot or lots in the Subdivision which are shown upon the Plat until the 1<sup>st</sup> day of October, 2030, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of sixty five percent (65%) majority of the then owners of the lots, it is agreed to terminate said covenants.

2. If any person or entity bound by these covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or entity owning any lot or lots situated in the 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 for such violation, or both.

3. No building shall be located nearer than five (5) feet to any interior lot line. For purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as part of the building and shall not be nearer than five (5) feet to any lot line or in front of any building setback line, as shown on map of record referred to above. Except with lots 8, 9, and 10, no dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot lines, unless controlled by 35-foot peripheral setback. No dwelling shall be closer than twenty (20) feet to the front lot line. Lot owners shall also be subject to and comply with existing and future zoning ordinance requirements, as applicable.

4. To ensure conformity and harmony with existing structures in the Subdivision, 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 plot plans showing the location of such building or alterations (collectively, "Plans") have been submitted to and approved in writing by the Developer, provided that the Developer then owns at least one lot in the Subdivision. The Developer's review of plans and specifications pertains to the aesthetic considerations only and it shall not be responsible for any defects in such plans and specifications or in any building or structure erected according to such plans and specifications. In the exercise of its rights and duties pursuant to this Section 4, the Developer, in its discretion, may also act through a committee referred to herein as the "Planning Committee." So long as the Developer shall own at least one lot in the Subdivision, it shall be completely within the Developer's discretion as to whether the Planning Committee shall be empanelled and shall perform any duties or functions hereunder. To the extent empanelled by the Developer, the Planning Committee shall be composed of such members, as the Developer shall in its sole discretion determine. The Developer may remove any member from the Planning Committee at any time and for any reason, or for no reason, and may, after empanelling the Planning Committee, dissolve the same and again resume the duties of the Planning Committee.

Upon the sale by the Developer of the Developer's final lot in the Subdivision: (i) the Developer shall have no further rights or duties relative to the review or approval of Plans (except as to Plans previously submitted and not acted upon or in the process of review as hereby established). (ii) the Planning Committee shall be vested with all of the rights and powers of the Developer created by and under this Section 4 to review and approve/disapprove Plans. and (iii) the initial members of the Planning Committee (as well as the determination of the number of members to serve on the Planning Committee) will be determined by the owners of lots in the Subdivision (one vote per lot) or by the Homeowners Association (as hereinafter defined), if then formed and organized.

No Plans shall be deemed submitted to the Developer or Planning Committee until and unless the Developer or Chairman of the Planning Committee shall sign and date a receipt therefore. Any Plans submitted which are not complete or do not conform to the requirements of this Section 4 will not be considered properly submitted until and unless completed or corrected to the satisfaction of the Developer or Planning Committee and only if said completion or correction is evidenced by a written statement to this effect from the Developer or Planning Committee.

In the event the Developer or, if empanelled, the Planning Committee, fails to approve or disapprove properly submitted Plans within twenty (20) working days after Plans have been submitted to it, said Plans shall be deemed approved by the Developer and/or Planning Committee, as appropriate. In the event the Developer and/or Planning Committee rejects Plans for approval under this Section, then upon written request or application of seventy-five percent (75%) of the owners of lots, all or any part of which lie within a three hundred (300) foot radius of the lot in question, stating that the owners of the lots within such three hundred (300) foot radius approve the Plans so rejected, said Plans shall be deemed approved by the Developer and/or Planning Committee, as appropriate.

A complete set of Plans of any improvements to be built on any lot shall be left with the Developer and/or Planning Committee during the time of construction. Any amendments or alterations, changes or additions to said Plans must be approved as original Plans following the procedures set forth above. Amended or changed Plans shall also be delivered to the Developer and/or Planning Committee as appropriate.

All references herein to "Planning Committee" shall refer to the Developer for any time or times during which the Planning Committee has not been empanelled or, once empanelled, has been dissolved by the Developer.

5. No structure or other dwelling or building of any kind shall be erected, altered, placed or permitted to remain on any lot other than a single-family residential dwelling not to exceed two and one-half (2 1/2) stories in height (excluding the basement) with an attached garage capable of accommodating at least two (2) large-sized automobiles as further explained in Section 6 except, the developer may approve in writing a temporary sales office to be placed on a lot where a model home is under construction. In addition, no lot shown may be subdivided or reduced in size for any reason or by any means, without the written consent of the Developer, which consent may be withheld for any reason. With the written consent of the Developer, nothing contained herein shall be construed as preventing any person from acquiring title to two (2) contiguous "Lots" and erecting one residence thereon with such residence crossing over a common lot line between such Lots, so long as, such owner shall have appropriately re-subdivided said Lots so as to thereafter constitute one lot in accordance with the laws, rules and regulations then in effect with respect to subdivisions in Knox County, Tennessee, and with the further understanding that following such consolidation of two (2) Lots into one Lot, the same shall constitute only one "Lot" for all purposes hereof. Multi-family dwellings, duplexes, apartments, trailers, mobile homes or manufacture homes are not permitted on any Lot.

6. The following requirements shall apply to all homes within the Subdivision:

(a) No building shall be erected, placed, altered or permitted to remain on any lot in his Subdivision having a floor area of less square footage than that as set out below.

1. 1750 square feet in the case of a one story and one and one-half story houses and
  2. 2100 square feet in the case of a two-story or two and one-half story house.
  3. All other housing designs shall contain a minimum of 2100 finished and habitable square feet, exclusive of a garage.
- One and one-half story, two story or two and one-half story houses shall contain a minimum of 950 square feet of enclosed floor area on the main level.

In computing the said floor area, measurements will be made from the exterior walls and will include only finished and heated living areas, but will not include basement area, either partially or fully below ground, whether finished or unfinished, porches, or garages. The Developer reserves the right to modify these minimum square footage requirements in certain situations where hardship for example, lot size or grade of land can be shown by the lot owner.

(b) All Roofs shall have a minimum of two (2) main roof lines and roof pitches shall be a seven and twelve (7/12) or steeper, unless otherwise approved by the Developer. Secondary roofs for porches and bay windows extending from the house below the main roof lines shall not be subject to the roof pitch requirements stated herein. Roof shall be constructed and covered with dimensional asphalt or composition type shingles. No three-tab shingles allowed. Any other type of roofing material or pitch shall be permitted at the sole discretion of the Developer.

(c) The exterior of the dwelling shall consist of brick, stone, stucco or a combination thereof on a required minimum of seventy percent (70%) of the front elevation. Developer may approve in writing less than seventy percent (70%) but never lower than fifty percent (50%) where it allows the front elevation of design to be more appealing. All sides of the above ground basement, crawlspace or slab foundation must be of brick or stone only and not stucco. Other high quality exterior sidings including Hardiplank may be used, on the remainder of the exterior walls. All brick shall be genuine full-size brick, properly laid in mortar and forming 4-inch minimum thick walls. All stone shall be full-size stone or Centurion 30 year warranty multi-colored face stone veneer properly laid in mortar forming 2-inch minimum thick walls.

(d) The outside wiring for all utilities shall be placed underground. No overhead wiring of any type shall be permitted.

(e) All houses shall be connected to a public sanitary sewer system and the public water system serving the Subdivision .

(f) Each house shall have at least a standard two-car garage. Garage door location on the dwelling side where possible is required by the Developer, an exception due to lot terrain may be given by the Developer. Garage door location shall be approved by the Developer with the Plans.

(g) All windows and related trim shall be wood, wood clad or vinyl.

(h) The driveway shall provide a minimum of two additional off-street parking spaces. All driveways constructed within the Subdivision shall be made of concrete or brick. Any other material must be approved by the Developer.

(i) Except by approval of the Developer, there shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscape are complete.

(j) The finished grading for all lots shall be completed in conformity with the recorded plat for the Subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designated to direct the flow of all surface waters into the drainage basins.

(k) Each property owner will be required to erect a masonry mailbox of the same type, design and materials of the front elevation of the dwelling. No Wood Construction permitted in the mailbox.

7. No structure, dwelling or building of any kind shall be erected, altered, placed or permitted to remain on lots 1, 12, 13, and 43 within the TVA Norris Knoxville Transmission Line Easement. The said easement may be used for driveways and sidewalks where necessary and the owners may use and enjoy the same to the full extent of such lot.

8. No noxious or offensive trade shall be carried on or upon any lot in the Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat and over the rear five (5) feet on each lot.

10. No animal, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats and other household pets; provided, however, that no animals of any kind shall be kept, bred or maintained for any commercial purpose.

11. Air conditioners and garbage cans shall be concealed from view by appropriate screening, which must be approved by the Developer or Planning Committee.

12. Basketball goals are permitted in the driveways.

13. All fencing and walls must be attractive and consistent with color and materials used on the house, must be around the back yard only and approved by the Developer. Chain link fences are prohibited. Backyard is defined for these purposes as beginning at the back corners of the house and extending therefrom along a line parallel to the back of the house the entire distance of the lot's sideline boundaries.

14. No trailer, basement, tent, shack, garage, barn, or other out-building shall be erected on any lot in the Subdivision, or be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

15. Recreational vehicles, which include, but are not limited to, boats, trailers, campers and motor homes, shall be stored or parked in the area behind each dwelling erected as to be concealed from the front, street view of the dwelling on said lot in the Subdivision. These vehicles shall not be stored or parked on the street or on the side or in the yard of any dwelling erected in the Subdivision. No motor vehicles, appliances or other equipment may be worked on, assembled or disassembled on any street, driveway or in any yards; such work shall occur, if at all, only in enclosed garages. No motor vehicles, appliances or other equipment may be parked, kept or stored in any yard areas and inoperative motor vehicles may not be parked, kept or stored in the yard, on any street or in any driveway.

16. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or a sign of not more than five (5) square feet used by the builder to advertise the property during the construction and sales period. The Developer reserves the right to display signs of a larger size for promotion of the Subdivision.

17. No aboveground pools shall be allowed. In ground pools only are permitted in the Subdivision.

18. No radio, television or other transmission or receiving antennas of any type, design, or kind, nor any other electronic, electric equipment or other similar devices of any kind shall be installed or maintained on the exterior of any structure located neither on any lot nor on any vacant lot. Notwithstanding the foregoing, satellite dishes not exceeding twenty four (24) inches in diameter may be installed or maintained on the exterior of the structure of a residence on a lot (but no larger satellite dishes may be placed on any structure or lot), provided that such satellite dish shall not be visible from the front of said lot on the street in the subdivision.

19. Clotheslines and other devices or structures designed and customarily used for 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.

20. All equipment, service yards, wood piles or storage piles shall be kept screened by an adequate planting or fencing so as to conceal them from the view of neighboring homes or lots, and all such screening shall be subject to the approval of the Developer. No lot may be used as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other trash shall be kept in sanitary containers.

21. During construction, and afterwards, any mud, gravel or dirt deposits on streets shall be removed immediately by the lot owner from whose lot the deposit came, or who caused the deposit. Any broken curbs or damage to streets shall be repaired by the lot owner. The lot owner shall be responsible for providing silt control devices on the lot during construction activities

22. For so long as the Developer shall own any lot in the Subdivision: (i) this Declaration Of Restrictions, and each and every provision hereof, may be annulled, waived, changed or modified by the Developer at any time, or from time to time, in the sole and absolute discretion of the Developer, (ii) the Developer shall have the right to change the size or location of any of the lots, streets or roads in the Subdivision, and (iii) this Declaration may not be amended by the owners of lots in the Subdivision without the consent or approval (in writing) of the Developer. At such time as the Developer owns no lots in the Subdivision, this Declaration may be amended by a sixty five percent (65%) majority vote of the owners of lots in the Subdivision (each lot having one vote). To the extent that the Developer shall own any property adjacent to the Subdivision, Developer may extend the terms and conditions which may, but shall not be obligated to, extend the terms and conditions of this Declaration to said additional property by filing an amendment hereto describing the additional property and expressly providing that the additional property shall form a part of the Subdivision. Upon the recordation of such amendment, the additional property shall form a part of the Subdivision for all purposes, and the owners of lots that are formed from the additional property shall have the same rights, duties and obligations as owners of lots in the Subdivision as presently constituted. Amendment to this Declaration to add Additional Property to the Subdivision shall not require consent, approval or rejoinder of any owner of any Lot in the Subdivision.

23. In addition to all restrictions and limitations imposed by the Plat and applicable zoning regulations, there is hereby reserved in favor of the Developer (for so long as the Developer shall own any lot in the Subdivision) and the owners of lots in the Subdivision a permanent, nonexclusive easement upon, over, and across those lots shown on the Plat (including specifically, but not limited to, lots 1,12,13,14,15,36,37, and 43) as containing street lights, signage for the Subdivision entrance and streets within the Subdivision, areas for detention of surface water run-off, or improvements for utilities, drainage, or other matters which benefit or serve lots in the Subdivision (any such lot being referred to herein as an "Affected Lot" and the lighting, signage, detention or other improvements being referred to herein as the "Improvements"). The nature of the foregoing easement shall be to construct, maintain, improve, and demolish and reconstruct as necessary the Improvements (in whole or in part), and to enter upon the Affected Lots from time to time as necessary or incident to the exercise of the rights herein specifically enumerated. The location or locations of the easements hereby established over and across any Affected Lot will be those areas so designated on the Plat, plus a general easement of ingress and egress over the whole of each Affected Lot for the purpose of access, construction and maintenance.

24. The owners of any Affected Lot may use and enjoy the same to the full extent of such lot; provided that said use and enjoyment does not damage or materially alter any Improvements (including drainage and slope) or impair the access to the Improvements. As the Improvements and the easements hereby granted are for the benefit of the entire Subdivision, the costs and expenses associated with maintenance and any necessary replacement of the Improvements shall be allocated and assessed as follows: (i) for a period of two (2) years following the recordation hereof, all such costs and expenses shall be born by the Developer; and (ii) thereafter, the Declaration of Permanent Detention Basin Easements & Maintenance instrument number 200605230098196 recorded on May 23,2006 in the Register's office of Knox County Tennessee will be followed.

25. Following the disposition by the Developer of the Developer's last lot in the Subdivision, the owners of lots in the Subdivision may form a homeowners association ("Cantrell Heights Homeowners Association") by filing an amendment hereto (adopted as herein provided) establishing such association and the rights and duties of the owners of lots relative thereto (including dues and assessments). The Homeowners Association may assume the rights and duties of the lot owners as regards to approval/disapproval of Plans, obligations for maintenance and repair/replacement of the Improvements and administrating the Declaration of Permanent Detention Basin Easements & Maintenance as well as such other rights and duties of the lot owners, which they shall at such time delegate to the Homeowners Association. The Developer shall have no obligation to establish or provide for the establishment (by funding or otherwise) of the Homeowners Association, and shall not be liable for any obligation, act or omission of such association.

26. The Developer shall have the right to assign to any builder building the majority of the homes in the subdivision, or to any homeowner's association if one should be formed, the Developer's rights, powers and privileges contained herein in whole or in part at any time. The Developer may also release and relinquish any of its right, powers or privileges hereunder at any time. Neither the Developer nor the Owner of the Subdivision shall be liable to any party for any failure on their part to enforce any of the covenants or restrictions set forth in this Declaration and neither the Developer nor the Owner of the Subdivision shall be liable to any party for any action or inaction on its part, or for disapproval of any plans, specifications, or other requests or matters, pursuant hereto in the absence of gross negligence or willful misconduct.

27. 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.

IN WITNESS WHEREFOF, the undersigned has executed this instrument on the date first above written.

C & A ENTERPRISES, LLC

BY: \_\_\_\_\_  
Member

STATE OF TENNESSEE COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Rick Cantrell, with whom I am personally acquainted, and who, in the capacity of Member of C & A ENTERPRISES, LLC so do, acknowledged the execution of the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this the \_\_\_\_\_ day of September 2006.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_