

DECLARATION OF RESTRICTIONS SHADOW BROOK SUBDIVISION

WHEREAS, the undersigned, Southland Group, Inc., a Tennessee corporation ("Developer"), has caused to be subdivided a tract of land located in Knox County, Tennessee without the corporate limits of Knoxville, Tennessee, which tract was conveyed to it by deed dated the 12th day of April, 2001, as recorded by instrument number 200104160069292, in the Register's office for Knox County, Tennessee, (said land being more particularly described in Exhibit A attached hereto and referred to herein as the "Subdivision" and any lot therein being referred to as a "lot");

WHEREAS, said Subdivision is known as "Shadow Brook Subdivision", the map of which is of record as instrument number 200104160069392 in the Register's Office for Knox County, Tennessee (the "Plat"), and these restrictions shall apply to those lots 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 2nd day of July, 2022, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by vote of the majority of the then owners of the lots, it is agreed to terminate said covenants or to amend the same in whole or in part. The Plat depicts and defines only Unit 1 of the Subdivision, and the balance of the land described on Exhibit A (and defined herein as the Subdivision) which is not included within Unit 1 on the Plat shall not be subject to this Declaration or the restrictions hereby established until specifically so subjected by Developer in writing by amendment hereto.
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 or other dues for such violations.
3. All numbered lots in the Subdivision, excluding that portion shown on the recorded map for future development, shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot, other than a residential dwelling not to exceed two (2) stories in height and private garage.
4. 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. No dwelling shall be located on any interior lot nearer than fifteen (15) 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.
5. No 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 for any reason or by any means, voluntary or by operation of law, without the written consent of the Developer, which consent may be withheld for any reason.

6. 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. In the exercise of its rights and duties pursuant to this Section, the Developer may act in its own capacity or through a committee referred to herein as the "Planning Committee." It shall be completely within the Developer's discretion as to whether the Planning Committee shall be empaneled and shall perform any duties or functions hereunder. To the extent empaneled 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 empaneling the Planning Committee, dissolve the same and again resume the duties of the Planning Committee.

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 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 empaneled, the Planning Committee, fails to approve or disapprove properly submitted Plans within fifteen (15) 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 two hundred (200) foot radius of the lot in question, stating that the owners of the lots within such two hundred (200) foot radius approve the Plans rejected by the Developer, 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, 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.

The rights and duties of the Developer and/or Planning Committee pursuant to this Section shall cease on and after July 2, 2022, and thereafter the approval required in this Section will not be necessary unless, prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots in the Subdivision and duly recorded in the Register's Office for Knox County, Tennessee, appointing a representative or representatives to thereafter exercise the same powers previously executed by the Developer and/or Planning Committee. In the event the then owners of the majority of the lots in the Subdivision shall so act as provided in the preceding sentence, all lot owners shall continue to comply with the provisions of this Section.

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

7. All roofs shall have a minimum pitch of 6 and 12 (6/12) unless waived by the Planning Committee. Concrete and block foundations and retaining walls must be veneered with brick or stone unless waived by the Planning Committee. Windows must be wooded or clad wood unless waived by the Planning Committee.

8. Each property owner will be required to erect a mailbox and post light of such design and materials as approved by the Planning Committee. These materials must be purchased at closing from Developer or Developer's designee, at such party's cost.

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

10. 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.

11. 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.

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

13. No fencing will be allowed, except as approved the Planning Committee.

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. 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 residential structure erected in the Subdivision so as to be concealed from the view of other homes in the Subdivision. These vehicles shall not be stored or parked on the street or in the side or front yard of any home erected in the Subdivision.

15. 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.

16. No above-ground pools or satellite dish antennas with a diameter in excess of 24 inches shall be allowed.

17. 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. In addition, the Developer shall have the further right before a sale of any lot to change the size or location of any of the lots, streets or roads in the Subdivision.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand the 26th day of April, 2002.

SOUTHLAND GROUP, INC.
a Tennessee corporation

By: [Signature]
(Rufus H. Smith, III, President)

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public, in and for said County and State aforesaid, personally appeared, RUFUS H. SMITH, III, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon oath acknowledged himself to be the President of the Southland Group, Inc., the within named bargainor, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and seal at office, this 26th day of April, 2002.

[Signature]
Notary Public



My commission expires: 10/30/05



EXHIBIT A

SITUATED in District No. 6 of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee and being more particularly described as follows:

TRACT NO. 1:

BEGINNING at an iron pin in the Northeast right of way line of Ball Drive 510 feet more or less from the Intersection of Ball Drive and Johnson Road; thence South 35 deg. 15 min. East 275.00 feet to an iron pin; thence South 35 deg. 12 min. East 824.62 feet to a pipe; thence South 35 deg. 17 min. East 634.35 feet to an iron pin; thence South 55 deg. 09 min. West 249.71 feet to an iron pin; thence South 32 deg. 23 min. West 374.38 feet to an iron pin; thence North 37 deg. 40 min. West 675.73 feet to a stone; thence North 53 deg. 22 min. East 188.04 feet to a stone; thence North 38 deg. 13 min. West 855.71 feet to a point; thence North 53 deg. 54 min. East 112.00 feet to a point; thence North 35 deg. 57 min. West 351.90 feet to a point; thence along Ball Drive North 56 deg. 45 min. East 374.70 feet to the point of BEGINNING, containing 20.09 acres more or less.

TRACT NO. 2:

BEGINNING at an iron pin in the Northeastern right of way line of Ball Drive 884.70 feet more or less from the intersection of Ball Drive and Johnson Road; thence South 35 deg. 57 min. East 351.90 feet to a point; thence South 53 deg. 54 min. West 112.00 feet to a point; thence North 38 deg. 13 min. West 358.40 feet to an iron pin; thence along Ball Drive North 56 deg. 45 min. East 126.30 feet to the point of BEGINNING, containing 0.97 acre more or less.

BOTH descriptions according to the survey of Batson, Himes, Norvell & Poe, Lic. No. 1647, 4334 Papermill Drive, Knoxville, Tennessee 37909, dated April 7, 2001.

BEING the same property conveyed to Southland Group, Inc., by Warranty Deed dated April 12, 2001 from Thomas D. Fox and Meschell D. Fox as Instrument No. 200104160089392, in the Register's Office for Knox County, Tennessee.

