

This instrument prepared by

Kim A. Hutchins  
Owner

DECLARATION OF RESTRICTIONS  
OF  
KAY'S FARMS SUBDIVISION

WHEREAS, the undersigned are the Owners of the property known as **Kay's Farms Subdivision**, as shown on Map File No. F1146A and F1146B in the Register's Office for Blount County, Tennessee, and

WHEREAS, the parties wish to make restrictions upon said property for the purpose of maintaining the beauty and integrity of said property.

NOW, THEREFORE, it is agreed that from and after the date of this instrument the lots in **Kay's Farms Subdivision**, as shown on Map File No. F1146A and F1146B in the Register's Office for Blount County, Tennessee, be and are hereby restricted as follows:

1. These covenants are to take effect immediately, upon the recording in the Register's Office for Blount County, Tennessee, and shall be binding on all parties and all persons claiming under them until December 1, 2013, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by a vote of the 75% of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot which he owns for the purposes of decision making on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision; however, if a lot has more than one owner, the total number of owners of that lot shall constitute one vote. Any changes and/or amendments to these restrictions would require 75% of the property owners vote.

2. If any lot owner, 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 subdivision to prosecute any proceedings at law or in equity against the person or persons attempting to violate or violating any such covenants, and either to prevent him or them for so doing, or to recover damages or other dues for such violation.

3. Property is restricted to agricultural and/or single family residential use only, and no tract shall be used for commercial purposes, except Lot 1.

*For Second Amend. to Restrictions see Misc 128 Pgs 35  
for Amendment see Misc Vol 116 Pg 888*

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4. Any outbuilding shall be constructed of the same type exterior materials as the main dwelling, except existing structures which shall be "grandfathered".

5. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained for any commercial purposes. No more than one head per acre of horses or cattle may be raised and kept but feed lots shall not be permitted. Other breeding of livestock including, but not limited to, poultry, goats, swine, and sheep is expressly prohibited. The intent is to restrict the use of animals for family use and enjoyment and to specifically prohibit other utilization of animals that would interfere with the residential development of this property.

6. No building shall be located nearer than fifty (50) feet to the front lot line or nearer than twenty-five (25) feet to the rear or side line, **except for Lot #1**, which shall be twenty (20) feet to the front lot line or twelve and one-half (12 1/2) feet to the rear or side line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as part of the building.

7. Re-subdividing shall be subject to approval by local Planning Commission and Health Department. In the event of further sub-dividing, the new subdivision lots must meet the same restrictions as provided herein with the owner entitled to one vote for each lot he owns for the purpose of decision making on such matters affecting the enforcement of these restrictions or other matters that are of common interest to the owners of this subdivision.

8. No dwelling shall be constructed, erected, placed, altered, or permitted to remain on any lot unless having a living area, exclusive of open porches, garages, or basements, of not less than 1,400 square feet. A second story will be considered in figuring the living area, and all dwelling shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory, shall be 60% brick veneer, stone, stucco or better and shall conform in workmanship and materials to the standard building practice for the State of Tennessee and shall be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority. No exposed concrete block foundation and no aluminum siding. All foundations must have an exterior finish of brick, stucco, or stone. Roofs shall not have less than a 6/12 pitch.

9. No trailer, mobile home, pre-manufactured home, basement, tent, shack, garage, barn, or other outbuilding erected on the lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. Utility Easements five (5) feet in width are reserved along all said lot lines for the installation and maintenance of telephone, cable, and electric lines, but said easements are for no other purposes and not to include any installation of water lines. No easements, right of way or rights of access shall be deemed granted or in any way given to any person or company through any lot in this subdivision unless permission is given in writing by the owner of said respective lot.

11. No lot shall be used or maintained as a dumping ground for garbage, junk yard, the storage of used cars or other refuse, waste, or any other unsanitary conditions. Garbage or other waste shall be kept in sanitary covered containers which shall be located to the rear of any residence constructed upon the subject premises.

12. Until sewage disposal facilities are available, every residence shall have a septic tank which shall be installed in a manner as to fully comply with all laws and health regulations of the Blount County Health Department and State Health Department. No outside toilets shall be permitted in the subdivision.

13. No house constructed on any lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood. Every lot is to be properly maintained and mowed at least four times a year.

Marjorie B. Alexander  
Marjorie B. Alexander Owner

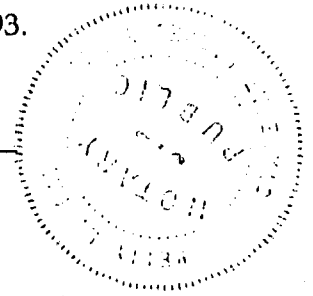
Kimberly H. Alexander Hutchins  
Kimberly H. Alexander Hutchins Owner

James S. Alexander, III  
James S. Alexander, III Owner

Personally appeared before me, the undersigned authorities, Marjorie B. Alexander, Kimberly H. Alexander Hutchins, and James S. Alexander, III, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand, at office this 24<sup>th</sup> day of November, 1993.

Betty Lay  
Notary Public



My Commission Expires: 4/17/95

Received for record the 30 day of Nov 1993 at 12:10 o'clock P.  
Howard P. [Signature]

REGISTRAR OF DEEDS

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