

PREPARED BY:

RICK D. PEMBERTON
ATTORNEY AT LAW
429 FORKS OF THE RIVER PARKWAY
SEVIERVILLE, TN 37862

RE: MAP BOOK 27 PAGE 33

D E C L A R A T I O N O F R E S T R I C T I O N S

S P L E N D O R O A K S #1 S U B D I V I S I O N

WHEREAS, the undersigned, MIKE L. OGLE and wife SANDRA H. OGLE, AND LARRY S. OGLE, A SINGLE PERSON, being the Owner of that certain parcel of land described as SPLENDOR OAKS SUBDIVISION and of record in Map Book 27, Page 33 of the Register's Office for Sevier County, Tennessee, do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. Residential structures constructed on this property shall contain a minimum of 1,500 square feet of heated floor space. With a minimum of 1,000 square feet on one level if home is more than one level. No open carports are permitted on any homes with less than 1,800 square feet of heated floor space.

2. Utility buildings may be constructed on the property either attached or unattached to the main residence provided that said utility buildings are constructed of the same material as the main residence and have the same general overall appearance as the main residence complying properly with easements.

3. All residences shall be single family dwellings only; no apartments or multiple dwellings allowed.

4. All roofing materials shall be asphalt shingles, of even quality therewith or better, and the exterior walls shall be weatherboarded, painted, or better.

5. All residences shall be placed on a solid foundation and no concrete blocks shall be visible. All residences must have no less than 15% brick or stone. No temporary structure of any kind whether during construction or after is permitted. Camping upon the property is prohibited.

6. All trailers, mobile homes, and/or modular homes are expressly prohibited.

7. All residences shall meet all sanitary requirements of local health department.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the property, except dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

9. All driveways shall be paved or concrete, and must have a 16 inch tile, if necessary.

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in
Note Book 44 Page 12 At 10:35 A.M. 8-31-1996
Item No. 2664 Recorded Map Book 175 Page 181
State Tax _____ Fee _____ Recording 12.00 Ct. House Fund 2.00
Total 14.00 Receipt 6187

Witness My Hand

Vernon Henderson
Register

MB 175
PG 181

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10. An easement for utilities and drainage 5 feet on each side in width shall be reserved upon all lot lines. The granting of these easements shall not prevent the use of the area by the owner for any permitted purposes, except for construction of a residence or other out-building in keeping with the restrictions as set out herein. No building shall be located less than 30 feet from the front lot line nor less than 15 feet from the side lines of any such lot or 10 feet from the back line of any such lot. If the grade of the lot is such that a field line requires a greater setback as determined by the Sevier County Health Department, then said greater setback shall become part of these restrictions. Neither the easement or side or rear setback lines shall apply in the event an owner of two (2) or more lots constructs one (1) dwelling on the two (2) or more lots.

11. No tract shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots must be mowed no less than twice a year, once in the spring and once in the fall.

12. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

13. No lot may be resubdivided, provided however that two or more lots may be combined for the purpose of making larger lots than shown on the plat.

14. These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in the Register's Office of Sevier County, Tennessee, after which time covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots or tracts located upon such property has been recorded in said Register's Office, agreeing to change said covenants in whole or in part.

15. 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 situate upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation.

16. The violation of any one of these covenants by judgements or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The Developer retains the rights for a period of two (2) years from the date of restrictions in the said Register's Office to alter lot lines of lot owned by the Developer by filing an amended plat.

18. All lot owners must pay a \$10 yearly maintenance fee for front entrance with the fee being due and payable to the Developers by January 2, of each year

19. All satellite dishes, propane tanks or any storage tanks must be placed properly in rear portion of lot behind house and must be enclosed with materials matching the house and completely hiding the view of the satellite dish.

20. The entire exterior shell of the house must be completed within 6 months of the commencement of construction. This includes the driveway.

21. Underground or sod covered houses are prohibited.

IN WITNESS WHEREOF, we have set our hands this the 24 day of August, 1990.

Mike L. Ogle
MIKE L. OGLE

Sandra H. Ogle
SANDRA H. OGLE

Larry S. Ogle
LARRY S. OGLE

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, MIKE L. OGLE AND WIFE SANDRA H. OGLE, 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 day of August, 1990.

Emily Whaley
Notary Public

Commission Expires: 8/24/93

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, LARRY S. OGLE 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 day of August 1990.

Emily Whaley
NOTARY PUBLIC

Commission Expires:

8/24/93

PREPARED BY:

RICK D. PEMBERTON
ATTORNEY AT LAW
429 FORKS OF THE RIVER PARKWAY
SEVIERVILLE, TN 37862

RE: MAP BOOK 27 PAGE 123

D E C L A R A T I O N O F R E S T R I C T I O N S

S P L E N D O R O A K S # 2 S U B D I V I S I O N

WHEREAS, the undersigned, MIKE L. OGLE, LARRY S. OGLE, A SINGLE PERSON AND EARL STILES, being the Owner of that certain parcel of land described as SPLENDOR OAKS SUBDIVISION #2 and of record in Map Book 27, Page 123 of the Register's Office for Sevier County, Tennessee, do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. Residential structures constructed on this property shall contain a minimum of 1,500 square feet of heated floor space. With a minimum of 1,000 square feet on one level if home is more than one level. No open carports are permitted on any homes with less than 1,800 square feet of heated floor space.
2. Utility buildings may be constructed on the property either attached or unattached to the main residence provided that said utility buildings are constructed of the same material as the main residence and have the same general overall appearance as the main residence complying properly with easements.
3. All residences shall be single family dwellings only: no apartments or multiple dwellings allowed.
4. All roofing materials shall be asphalt shingles, of even quality therewith or better, and the exterior walls shall be weatherboarded, painted, or better.
5. All residences shall be placed on a solid foundation and no concrete blocks shall be visible. All residences must have no less than 15% brick or stone. No temporary structure of any kind whether during construction or after is permitted. Camping upon the property is prohibited.
6. All trailers, mobile homes, manufactured homes or pre-fabricated and/or modular homes are expressly prohibited.
7. All residences shall meet all sanitary requirements of local health department.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the property, except dogs, cats, and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
9. All driveways shall be paved or concrete, and must have a 16 inch tile, if necessary.

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Pg 281

10. An easement for utilities and drainage 5 feet on each side in width shall be reserved upon all lot lines. The granting of these easements shall not prevent the use of the area by the owner for any permitted purposes, except for construction of a residence or other out-building in keeping with the restrictions as set out herein. No building shall be located less than 30 feet from the front lot line nor less than 15 feet from the side lines of any such lot or 15 feet from the back line of any such lot. If the grade of the lot is such that a field line requires a greater setback as determined by the Sevier County Health Department, then said greater setback shall become part of these restrictions. Neither the easement or side or rear setback lines shall apply in the event an owner of two (2) or more lots constructs one (1) dwelling on the two (2) or more lots.
11. No tract shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots must be mowed no less than twice a year, once in the spring and once in the fall.
12. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.
13. No lot may be resubdivided, provided however that two or more lots may be combined for the purpose of making larger lots than shown on the plat.
14. These restrictive covenants shall run with the land and shall be binding upon the parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in the Register's Office of Sevier County, Tennessee, after which time covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots or tracts located upon such property has been recorded in said Register's Office, agreeing to change said covenants in whole or in part.
15. 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 situate upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them from doing so or to recover damages or other dues for such violation.
16. The violation of any one of these covenants by judgements or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.
17. The Developer retains the rights for a period of two (2) years from the date of restrictions in the said Register's Office to alter lot lines of lot owned by the Developer by filing an amended plat.
18. All lot owners must pay a \$20 yearly maintenance fee for front entrance with the fee being due and payable to the Developers by January 2, of each year.

19. All satellite dishes, propane tanks or any storage tanks must be placed properly in rear portion of lot behind house and must be enclosed with materials matching the house and completely hiding the view of the satellite dish.

20. The entire exterior shell of the house must be completed within 6 months of the commencement of construction. This includes the driveway. All construction must be done on site.

21. Underground or sod covered houses are prohibited.

22. No part of lots 14 or 15 shall be used for a road right-of-way for the purpose of connecting Emerald Avenue to the property that adjoins Splendor Oaks #2 on the West side.

IN WITNESS WHEREOF, we have set our hands this the 5th day of July, 1991.

Mike L. Ogle
MIKE L. OGLE

Larry S. Ogle
LARRY S. OGLE

Earl Stiles
EARL STILES

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, MIKE L. OGLE, LARRY S. OGLE AND EARL STILES 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 5th day of July, 1991.

Emily Whaley
Notary Public

Commission Expires: 8-24-93

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing Instrument and Certificate were noted in
Note Book 42 Page 224 At 4:33 clock 2 M. 1-8
Item No. 8792 Recorded MM Book 106 Page 407
State Tax 14.00 Fee 1.00 Recording 1.00 Ct. House Fund 2.00
Total 18.00 Receipt 5583

Witness My Hand Sherry Robertson, Register

PREPARED BY:
CHARLIE R. JOHNSON
ATTORNEY AT LAW, P.C.
150 COURT AVENUE
SEVIERVILLE, TN 37862

9#29.DR (MISC-D)
RE: MAP BOOK P27, PAGE 353
MAP BOOK P28, PAGE 92

MAP 9, PARCEL 29

DECLARATION OF RESTRICTIONS

SPLENDOR OAKS SUBDIVISION

WHEREAS, the undersigned, MICHAEL L. OGLE, LARRY S. OGLE AND EARL H. STILES, being the Owner of that certain parcel of land described as SPLENDOR OAKS, SECTION 1, BLOCK C AND D and of record in Map Book P27, Page 353 and Map Book P28, Page 92 of the Register's Office for Sevier County, Tennessee, respectively, do hereby commit the said property for use subject to the following Declaration of Restrictions:

1. Residential structures constructed on this property shall contain a minimum of 1,500 square feet of heated floor space, with a minimum of 1,000 square feet on one level if home is more than one level. No open carports are permitted on any homes with less than 1,800 square feet of heated floor space.
2. Utility buildings may be constructed on the property either attached or unattached to the main residence provided that said utility buildings are constructed of the same material as the main residence and have the same general overall appearance as the main residence complying properly with easements.
3. All residences shall be single family dwellings only; no apartments or multiple dwellings allowed.
4. All roofing materials shall be asphalt shingles, of even quality therewith or better, and the exterior walls shall be weatherboarded, painted, or better.
5. All residences shall be placed on a solid foundation and no concrete blocks shall be visible. All residences must have no less than 15% brick or stone. No temporary structure of any kind whether during construction or after is permitted. Camping upon the property is prohibited.
6. All trailers, mobile homes, manufactured homes, prefabricated homes, and/or modular homes are expressly prohibited.
7. All residences shall meet all sanitary requirements of the local health department.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the property, except dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.
9. All driveways shall be paved or concrete, and must have a 15 inch tile where needed.

See original map 348 PG 281

10. All easements for utilities and drainage 5 ft. along each side interior lot lines, 10 ft. along inside exterior lot lines. The granting of these easements shall not prevent the use of the area by the owner for any permitted purposes, except for construction of a residence or other out-building in keeping with the restrictions as set out herein. No building shall be located less than 30 ft. from the front lot line nor less than 15 ft from the side lines of any such lot or 15 ft. from the back line of any such lot. If the grade of the lot is such that a field line requires a greater setback as determined by the Sevier County Health Department, then said greater setback shall become part of these restrictions. Neither the easement or side or rear setback lines shall apply in the event an owner of two (2) or more lots constructs one (1) dwelling on the two (2) or more lots.

11. No tract shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All lots must be mowed no less than twice a year.

12. No illegal, noxious or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of said land, nor upon any lands or lands contiguous thereto. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.

13. No lot under one acre may be resubdivided, provided however that two or more lots may be combined for the purpose of making larger lots than shown on the plat. Resubdivision of tracts larger than one acre is permitted provided that all planning commission, health department and other rules are followed.

14. These restrictive covenants shall run with the land and shall be binding upon the parties of all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded in the Register's Office of Sevier County, Tennessee, after which time covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the lots or tracts located upon such property has been recorded in said Register's Office, agreeing to change said covenants in whole or in part.

15. 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 upon this property to prosecute at law or equity against the person or persons violating or attempting to violate any such covenant and to either prevent them for doing so or to recover damages or other dues for such violation.

16. The violation of any one of these covenants by judgments or court decree shall in no wise affect any of the other provisions which shall remain in full force and effect.

17. The Developer retains the right for a period of two (2) years from the date of recording of these restrictions.

in the said Register's Office to alter lot lines of lots owned by the Developer by filing an amended plat.

18. All lot owners must pay a \$20.00 yearly maintenance fee for front entrance with the fee being due and payable to the Developers by January 2, of each year.

19. All satellite dishes, propane tanks or any storage tanks must be placed properly in rear portion of lot behind house and must be enclosed with materials matching the house and completely hiding the view of the satellite dish.

20. The entire exterior shell of house must be completed within 6 months of the commencement of construction. This includes the driveway. All construction must be done on site.

21. Underground or sod covered homes are prohibited.

22. No part of any lots shall be used for a road right-of-way for the purpose of connecting to adjoining properties.

23. Specific reference is here made to restrictions of record in Misc. Book 186, Page 407 and Misc. Book 175, Page 181 in the Register's Office for Sevier County, Tennessee. Said restrictions pertain to other sections of Splendor Oaks Subdivision.

IN WITNESS WHEREOF, we have set out hands this the 7th day of JUNE, 1994.

State of Tennessee, County of SEVIER
Received for record the 23 day of
JUNE 1994 at 3:53 PM. (RECH 13161)
Recorded in official records
Book M235 Page 430- 432 CHF \$ 2.00
Notebook 51 Page 273
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 14.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ANNETTE

Michael L. Ogle
MICHAEL L. OGLE

Larry S. Ogle
LARRY S. OGLE

Earl H. Stiles
EARL H. STILES

STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, MICHAEL L. OGLE, LARRY S. OGLE AND EARL H. STILES, 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 15th day of June, 1994.

Linda J. Roper
NOTARY PUBLIC

My Commission Expires: 1-28-95

BK M235 PG 432