

DECLARATION OF AMENDED AND UNIFIED RESTRICTIONS

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

SUGARWOOD SUBDIVISION UNITS 1, 2, 3, AND 4

THIS INSTRUMENT WAS PREPARED BY

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Knoxville, TN 37922
NAME ADDRESS

STATE OF TENNESSEE)
 : ss.
COUNTY OF KNOX)

WHEREAS, Sugarwood Subdivision is a tract of land situated in the Sixth Civil District of Knox County with four platted units, each subject to restrictive covenants as follows:

Units ONE and TWO as shown on the maps of record in Map Book 78-S, Pages 44 and 45 and subject to the Declaration of Restrictions recorded at Book 1791, Page 1077 in the office of the Register of Deeds for Knox County, Tennessee;

Unit THREE as shown on the map of the same of record in Map Book 86-S, Page 45 and subject to the Declaration of Restrictions recorded at Book 1880, Page 136 in the office of the Register of Deeds for Knox County, Tennessee;

Unit FOUR as shown on the map of the same of record in Map Book 90-S, Pages 20 and 21 and subject to the Declaration of Restrictions recorded at Book 1904, Page 203 in the office of the Register of Deeds for Knox County, Tennessee; and

WHEREAS, a majority of the lot owners in each of the units of Sugarwood Subdivision wish to amend the Declaration of Restrictions and unify said restrictions by enacting new restrictive covenants which shall apply to all four units and merge said units into one unit; and

WHEREAS, pursuant to paragraph 1 of the Declaration of Restrictions for Unit One & Unit Two, the original restrictions run until January 1, 2003, at which time they may be amended by vote of the majority of then lot owners; and

WHEREAS, pursuant to paragraph 1 of the Declaration of Restrictions for Unit Three, the original restrictions run until January 1, 2006 at which time they may be amended by vote of the

majority of then lot owners. Pursuant to paragraph 1 of the Declaration of Restrictions for Unit Four, the original restrictions run until January 1, 2006 at which time they may be amended by vote of the majority of then lot owners; and

WHEREAS, Knoxville Suburban Builders, Inc., original owner and developer of Unit Three and Unit Four, has executed an Assignment of Developer's and Planning Committee's Rights remaining under the Declarations and Restrictions for Unit Three and Unit Four, a copy of which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Planning Committee of Sugarwood Unit Three and Sugarwood Unit Four as described in the respective Declarations of Restrictions has the power under paragraph 29 to amend said restrictions; and

WHEREAS, the Planning Committee has exercised that power to amend by changing the date upon which the respective Declarations of Restrictions may be amended to January 1 2003 to make said date the same as that provided for Unit One & Unit Two. A copy of the Amendment is attached hereto and incorporated herein as Exhibit B.

NOW, THEREFORE, the Owners declare that the real property described above as Units One, Two, Three, and Four of Sugarwood Subdivision and all easements and common areas appurtenant thereto shall be merged into one unit known as Sugarwood Subdivision and shall be subject to the following Declaration of Restrictive Covenants.

ARTICLE 1
TERM

These covenants are to take effect as of January 1, 2003 and shall be binding on all parties unless the majority of the then owners of the lots vote to change said covenants in whole or in part.

ARTICLE 2
EXISTING STRUCTURES

Lots and structures existing in Units One and Two as of January 1, 2003 which otherwise meet the requirements in the Declaration of Restrictions recorded at Book 1791, Page 1077 in the office of the Register of Deeds for Knox County, Tennessee but that do not meet the construction specifications in Article 9 herein are hereby grand-fathered and considered to be in compliance with these Restrictive Covenants. Future modifications or additions to lots and structures desired by



the then owners of said lots shall continue to be governed by the Dwelling Size and Other Building Requirements set forth in the Declaration of Restrictions recorded at Book 1791, page 1077 in the office of the Register of Deeds for Knox County, Tennessee.

ARTICLE 3
ENFORCEMENT

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 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 violation. The Sugarwood Homeowners Association, Inc. is authorized to enforce these covenants as a representative of the property owners.

ARTICLE 4
SEVERABILITY

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. It is the intent of the parties that these covenants shall serve to modify all previously recorded covenants as set forth herein. Should these covenants be declared by a Court of competent jurisdiction to be invalid in whole or in part, then that portion of the prior restriction modified or replaced by the invalid provision shall be reinstated as if it had been automatically extended.

ARTICLE 5
PLANNING COMMITTEE

Beginning in 2003, the Sugarwood Homeowners Association (SHA) Board of Directors shall appoint for two year terms not fewer than three or more than five members of the Planning Committee. The SHA Board of Directors shall also have the authority to appoint new members of the Planning Committee to serve the remaining term of a resigning member or to replace a Committee member at any time and for any reason. Members of the Planning Committee must be owners of real property in the Sugarwood subdivision.

Reporting to the SHA Board of Directors, the Planning Committee will conduct the reviews required herein and shall

render decisions regarding plans or documents submitted to it for approval. Any party hereto may appeal a decision of the Planning Committee to the SHA Board of Directors. Decisions of the Board of Directors are final.

ARTICLE 6
LAND USE AND BUILDING TYPE

All numbered lots in the subdivision, except that portion identified as lot number 149 shown on the map of the same of record in Map Book 86-S, Page 45, shall be known and designated as residential lots. Except as otherwise provided herein and excluding that portion identified as lot number 149 shown on the map of the same of record in Map Book 86-S, Page 45, 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 stories in height plus a basement and a private garage and the usual domestic servants quarters.

ARTICLE 7
BUILDING LOCATION

All buildings shall meet the setback lines to comply with the regulations of the Town of Farragut, unless the Planning Committee specifies greater setbacks.

ARTICLE 8
DIVISION OF LOTS

Not more than one dwelling house may be erected on any lot as shown on the recorded maps, except that portion identified as lot number 149 shown on the map of the same of record in Map Book 86-S, Page 45, and no lot shown on said maps, except that portion identified as lot number 149 shown on the map of the same of record in Map Book 86-S, Page 45, may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale, or other proceedings or process of any kind, except for the purpose of increasing the size of any other lot.

ARTICLE 9
DWELLING SIZE AND OTHER BUILDING REQUIREMENTS

No dwelling shall be erected, placed, altered, or permitted to remain on any lot in Sugarwood subdivision unless a) houses with one and one-half or two stories contain at least 1,300 ft² on the ground floor and a total of 3,000 ft² for both floors, or b) houses with one floor or one floor and a basement contain at least 2,500 ft² on the uppermost level. Computation of square footages shall be exclusive of porches and garages.

All houses must have a minimum two-car garage that will accommodate at least two large size automobiles. The Planning Committee shall have the authority to allow the two-car garage in a basement house to be located 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. No out-buildings such as pool houses, carports, or detached garages shall be built unless approved by the Planning Committee. Any such out-buildings shall be in substantial conformity with the architectural design used for the main dwelling.

Fireplaces shall be masonry construction unless otherwise approved by the Planning Committee. All above-ground exterior foundation walls shall be veneered with brick or stone. Windows must be wood unless otherwise approved by the Planning Committee. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.

Roof pitches shall be 8/12 or steeper, unless approved by the Planning Committee. All driveways are to be placed with asphalt or concrete or other materials approved by the Planning Committee. Air conditioners and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee. Outside light poles, etc. shall be approved by the Planning Committee.

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 the Planning Committee.

ARTICLE 10 **BUILDING PLAN APPROVAL**

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 the Planning Committee. A complete set of plans and specifications of the structure to be built shall remain with the Planning Committee throughout the construction period. In the event the Planning Committee fails to approve or disapprove such design and location within ten (10) business days after said plans and specifications have been submitted to it, said plans shall be deemed automatically appealed to the SHA Board of Directors and held in abeyance



(i.e. neither approved nor disapproved) for the appeal period specified below.

In the event said Planning Committee explicitly rejects plans submitted under this Article, the property owner applicant a) will be provided with, upon request, a written notice of non-approval, detailing the reasons for said non-approval and b) may appeal such non-approval to the SHA Board of Directors by delivering to the President a Notice of Appeal containing written reasons why the Planning Committee's decision should be reversed or modified. Appeals to the SHA Board will be reviewed and a final decision rendered within thirty (30) days of the appeal. The decision of the SHA Board of Directors is final. Upon request, a written notice of the SHA Board of Directors' decision on appeal, detailing the reasons for said decision shall be provided to the homeowner submitting the appeal.

ARTICLE 11
AERIALS, ANTENNA, AND OTHER EXTERIOR INSTALLATIONS

No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot or of any building lot or on any portion of a building lot not occupied by a building or other structure unless approved by the Planning Committee.

ARTICLE 12
NUISANCES

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.

ARTICLE 13
TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract 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.

ARTICLE 14
EASEMENTS

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

ARTICLE 15

SIGNS

No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period.

ARTICLE 16

LIVESTOCK AND POULTRY

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.

ARTICLE 17

COMMISSION OF WASTE OR UNSIGHTLINESS

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Such waste shall not be kept except in sanitary containers and shall be removed from the lot on a regular basis. Any party hereto in violation of this Article shall be notified in writing by the SHA Board of Directors to correct said violation within ten (10) days and if the condition is not corrected within ten (10) days, the SHA Board of Directors is authorized to remove or contract for the removal of the waste. The party hereto in violation of this article will immediately pay the cost of removal and be subject to the injunctive process.

ARTICLE 18

RESIDENCE AND LOT MAINTENANCE

The owner of each lot, whether such lot is improved or unimproved shall keep such lot free of tall grass exceeding twelve (12) inches, undergrowth, dead trees, dangerous dead tree limbs, weeds, and shall keep lot in a neat and attractive condition at all times. Any party hereto in violation of this Article shall be notified by the SHA Board of Directors to correct said violation within ten (10) days.

Article 19

PLANNING COMMITTEE PLENARY AUTHORITY

For the purpose of further ensuring the development of said land as a residential area of the 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, the Planning Committee, subject to the supervision of the SHA Board of Directors, 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, whether attached to or detached from the main residence and that, in the Planning Committee's judgment, materially changes the visual aesthetics of the specific lot or the neighborhood generally, shall be commenced, placed, or erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless or 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 the Planning Committee shall reasonably require, commensurate with the scope and scale of the proposed project, 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 the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee.

The Planning Committee shall have the absolute and exclusive right, subject to the appeal process described in Articles 5 and 10 herein, to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed construction and of the materials proposed to be built on the building lot, the quality of the proposed workmanship and materials, and the harmony of the external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties.



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ARTICLE 20

WAIVER

The SHA Board of Directors reserves the right to waive any of the restrictions, conditions, or covenants contained herein as to any part of the Sugarwood subdivision that it determines is reasonable and does not substantially affect any other building lot in an adverse manner.

ARTICLE 21

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to the Sugarwood Homeowners Association, Inc. in this Declaration may be assigned to any one or more not for profit corporations or assigns operating primarily as a community association for the Sugarwood Homeowners Association, Inc. and agreeing to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment and transfer shall be made by the appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Sugarwood Homeowners Association, Inc. and the Sugarwood Homeowners Association shall thereupon be released there from.

ARTICLE 22

COUNTERPARTS

This document may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the undersigned owners of real property in the Sugarwood subdivision have caused this instrument to be executed on the dates indicated below, said execution to reflect their vote approving this amendment to the existing restrictive covenants.



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UNIT 1, BLOCK A, LOT 1

Stephen W Turski 10/26/02
Owner Date
Step W Turski

Debbie Turski 10/26/02
Owner Date

STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

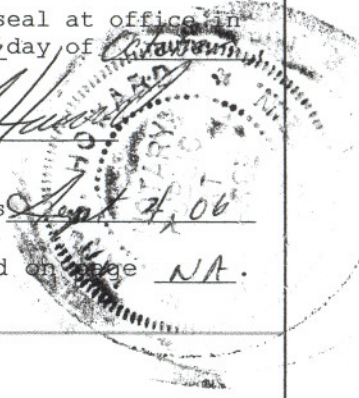
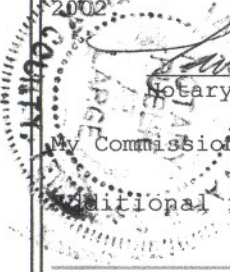
STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, the Undersigned authority, a Notary Public in and for said County and State, Stephen W. Turski, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Personally appeared before me, the Undersigned authority, a Notary Public in and for said County and State, Debbie Turski, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this 26 day of October, 2002.

Witness my hand and seal at office in Knox County, this 26 day of October, 2002.



[Signature]
Notary Public

[Signature]
Notary Public

My Commission Expires Sept 25, 06

My Commission Expires Sept 7, 06

Additional notarized owners' signatures for this lot recorded on page NA.

UNIT 1, BLOCK A, LOT 2

Owner _____ Date _____
STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Owner _____ Date _____
STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, the Undersigned authority, a Notary Public in and for said County and State, _____, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Personally appeared before me, the Undersigned authority, a Notary Public in and for said County and State, _____, the within named bargainer, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and seal at office in Knox County, this _____ day of _____, 2002.

Witness my hand and seal at office in Knox County, this _____ day of _____, 2002.

Notary Public

Notary Public

My Commission Expires _____

My Commission Expires _____

Additional notarized owners' signatures for this lot recorded on page _____.

DECLARATION OF AMMENDED AND UNIFIED RESTRICTIONS

SUGARWOOD SUBDIVISION UNITS 1, 2, 2, AND 4

Sugarwood Restrictions pages 11 through 148 consist of additional signature pages.