 Outlook

1032 Restrictions

From Jeanette McKendry <rockstarjeanette@gmail.com>
Date Wed 3/4/2026 5:06 PM
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Sevierville, Tennessee 37862
07-100/m

DECLARATION OF RESTRICTIONS FOR

SOUTHWIND

03/29/2007 - 09:54 AM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, JEFFERSON COUNTY
SARAH WEBB
REGISTER OF DEEDS

WHEREAS, the undersigned, being the Owners of that certain parcel of land described as SOUTHWIND and shown on plat of record in Plat Cabinet H, Slide 321 in the Register's Office for Jefferson County, Tennessee, do hereby submit said property to the following Declaration of Restrictions to run with the titles to these properties:

1. **TERM.** These covenants are to take effect immediately upon recordation and shall be binding upon the Developer and all persons and entities claiming title under and through them for a period of twenty (20) years, at which time the covenants shall be automatically extended for successive periods of ten (10) years each unless a majority of the then owners of the lots agree in writing, such writing being placed of record in the Register's Office of Sevier County, Tennessee, to alter, amend or terminate the covenants in whole or in part.

2. **LAND USE.** All lots shall be used for single family residential purposes only, and exclusively, and no duplexes, multiple family or group homes being allowed. No residence may be rented on an overnight or weekly basis. No lot or any building erected thereon shall at any time be used for the purpose of any trade, business, profession, commercial enterprise or enterprises of any kind for profit. No lot shall be resubdivided without written permission from developers. No lot or lots shall be used for a road right of way in the subdivision without the permission of the Developer.

3. **BUILDING TYPE.**

(a) All structures shall be constructed on solid non-

combustible, except porches and decks may be on isolated piers. Outside finish shall be a combination of vinyl siding, stone, or brick. All building materials shall equal or exceed FHA standards. Roofing must have a 6/12 pitch or steeper and shall be architectural shingles. All exposed foundations must be brick or stone, however porches may have 2½ pitch shed roof.

- (b) All driveways shall be paved with concrete. No curb cuts allowed.
- (c) No underground or sod covered houses are allowed.
- (d) All utility lines must be underground.
- (e) Fencing in front yard is prohibited.
- (f) All chain link fencing is prohibited.
- (g) All homes must contain a minimum of 75% stone or brick on the entire house.

4. **DWELLING OR BUILDING SIZE.** No dwelling shall be erected, altered, or permitted to remain on any lot unless the dwelling has a minimum of 1,800 square feet of indoor heated living space, exclusive of basements, open porches, garages, carports or storage rooms; provided, however, in the event of a multi-level construction, the ground floor must contain a minimum of 1,600 square feet. A minimum of a two car attached enclosed garage will be required and open "carports" are prohibited.

5. **SETBACK.** No structures shall be located nearer than thirty (30) feet from the front street property lines, ten (10) feet from any side lot line or fifteen (15) feet from any rear lot line; provided, however, any out building must be located at least seventy-five (75) feet from the front street property line. It is the intent of the Developer that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks. No moved in buildings are permitted, including outbuildings. All outbuildings must be of same quality and type as house including roof pitch and

architectural shingles and outside walls facing street shall be brick or stone.

6 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently; provided, however, that this shall not apply for the shelters used by the contractor during the construction of the main building, it being clearly understood that these latter temporary shelters may not be used at any time as residences or be permitted to remain on the lot after the completion of construction. No mobile or modular homes shall be allowed on any lot.

7. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes or allowed to run lose.

9. WASTE AND UNSIGHTLINESS.

(a) No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup if required to be placed at the curb, all containers shall be kept at the rear of all dwellings out of sight from the street. There shall be no burning of trash or any other waste materials.

(b) All lots must be seeded or sodded with grass. All vacant lots shall be mowed a minimum of four (4) times during the growing season, and not to exceed 10 inches in height at any

time. Each lot owner shall keep their lot free of tall grass, dead trees, weeds, trash or any rubbish, etc. Developer reserves the right to mow any lot violating this restriction for the price of \$100.00 per lot per mowing and has the right to file a lien on any lot owner refusing to pay.

10. **FUEL TANKS AND SATELLITE DISHES.** No fuel tanks, similar storage receptacle or satellite dish may be exposed to view and may be installed only within a structure, buried under the ground, or hidden totally obscured from view by a privacy fence. No satellite dishes larger than 24 inches in diameter shall be permitted.

11. **INOPERATIVE VEHICLES/PARKED VEHICLES.**

(a) No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage.

(b) Boats, campers, motor homes, commercial trucks and trailers must be stored out of view from the front street, and no on street parking is allowed.

12. **EASEMENTS.** Easements of five (5) feet in width are reserved along each side of interior lot lines and ten (10) feet along exterior lot lines for the installation and maintenance of utilities and for drainage; provided, however, in cases where one (1) person owns two and/or more adjacent lots, said easements will not be reserved along interior lot lines.

13. **SIGNS.** No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale which shall not contain a surface area greater than five (5) square feet.

14. **ROADS.** All roads to be deeded to Jefferson County and will be maintained by Jefferson County Highway Department.

During the phase of construction, at no time shall any contractor or his operator expose the surface of the road to track machines or any other type of equipment which causes surface damage. Any and all road damage will be the responsibility of the land owner for which the contractor is working.

16. **SUBDIVISION ENTRY SIGN.** Maintenance and upkeep of the sign and fences shall be the responsibility of the lot owners.

17. **OWNERS ASSOCIATION.** A Home Owners Association must be formed after 50% of homes are constructed and sold. The Association will assess each lot owner and each lot owner will be responsible for equal portions of maintenance and utility bills of entrance sign, street signs, entrance landscaping and all interior lighting.

18. **AMENDMENTS TO COVENANTS.** The Developer reserves and shall have the right (i) to amend these covenants, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (ii) to amend these covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (iii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants herein contained; and (iv) grant setback variances, in writing.

19. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. It is expressly understood and agreed that all cost, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in a successful enforcement of any covenant or restriction contained in this document shall be borne in full by the defendant in such proceedings.

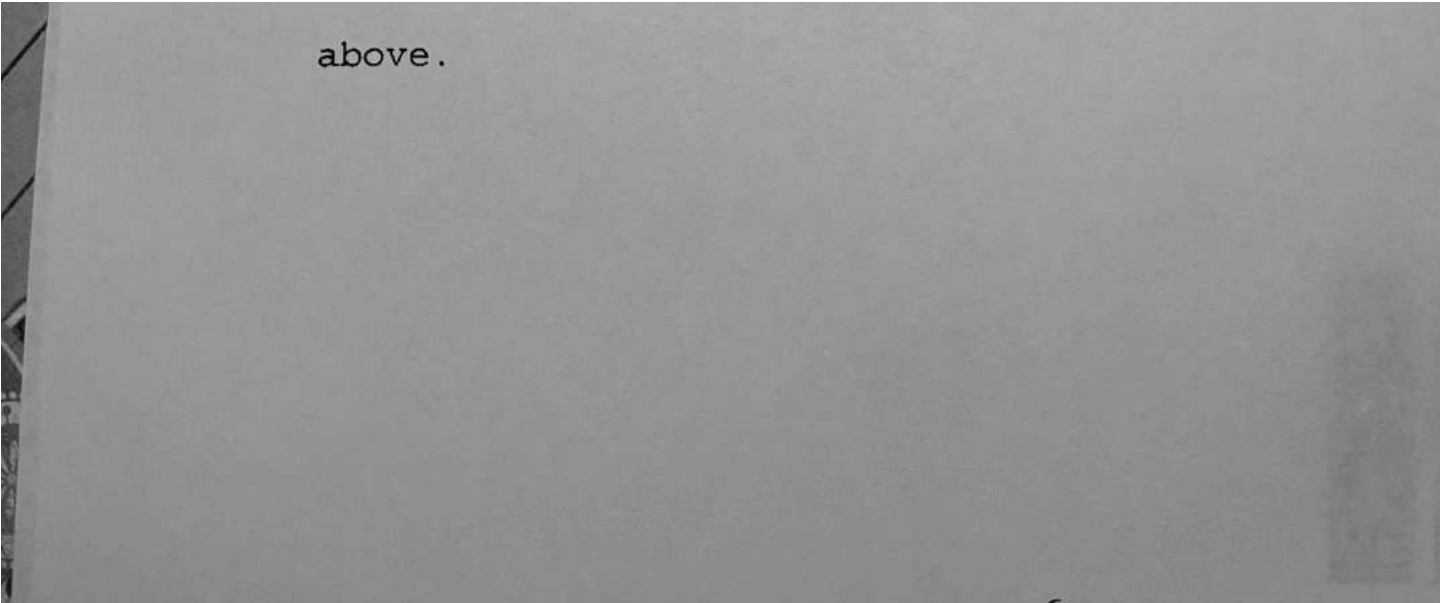
20. **CAMPING.** Camping upon the property is prohibited.

21. **HEALTH REQUIREMENTS.** All residences shall comply with the sanitary requirements of local health department. The Utility District will provide water to each lot.

22. **ARCHITECTURAL REVIEW COMMITTEE.** The Architectural Review Committee shall be composed of the three developers. All building plans must be submitted to the Committee for review prior to the commencement of construction. In the event the Committee, or its designated representative fails to disapprove plans or specifications within 30 days after they have been submitted, such approval shall be implied. The covenant shall be deemed to have been fully complied with if a majority of the Committee may designate a representative for the Committee. In the event of the death or resignation of any member of the Committee, the Developers shall have the exclusive authority to designate a successor. The Developers may likewise remove and replace any member of the Committee or without cause.

23. **SUBMITTING PLANS FOR APPROVAL.** Submitted plans must remain with the Committee. The Committee shall review and approve or disapprove the following:

(a) All exterior elevations including contours and grading details, (b) exterior color schemes and exterior material specifications including types and colors of driveway and landscaping plans, (e) location of garage roof elevation and design, (g) other restrictions



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