

THIS INSTRUMENT WAS PREPARED BY:

WILLIAM J. FARNHAM
1706 LOUISVILLE DRIVE
KNOXVILLE, TN 37921

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS
CONNER'S CREEK ~~PARTNERSHIP~~ UNIT I
SUBDIVISION

CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, ITS
SUCCESSOR OR ASSIGNS, HEREINAFTER REFERRED TO AS THE "DEVELOPER".

TO THE PUBLIC:

DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS ON
CONNER'S CREEK, UNIT ONE, A SUBDIVISION IN KNOX COUNTY,
TENNESSEE, AS RECORDED IN CABINET U SLOT 217-0 IN THE REGISTER
OF DEEDS OFFICE FOR KNOX COUNTY, TENNESSEE.

THE RESTRICTIONS AND COVENANTS HEREINAFTER SET OUT ARE TO
RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND ALL
PERSONS OWNING LOTS OR CLAIMING AN INTEREST IN SAID LOT IN
CONNER'S CREEK UNIT ONE.

IF THE OWNERS OF SUCH LOTS OR ANY OF THEM, OR THEIR HEIRS OR
ASSIGNS, SHALL VIOLATE ANY OF THE COVENANTS HEREINAFTER SET OUT,
IT SHALL BE LAWFUL FOR ANY OTHER PERSON OWNING REAL PROPERTY
SITUATED IN SUCH DEVELOPMENT TO PROSECUTE ANY PROCEEDING AT LAW
OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING ANY OF SUCH
COVENANTS, AND EITHER TO PREVENT THE PERSON FROM SO DOING OR TO
RECOVER DAMAGES FOR SUCH VIOLATIONS, OR BOTH.

INVALIDATION OF ANY OF THESE COVENANTS BY JUDGMENT OR COURT
ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH
SHALL REMAIN IN FULL FORCE AND EFFECT.

THE GRANTEE OF ANY DEED CONVEYING ANY LOT OR LOTS, PARCELS
OR TRACTS SHOWN OR SAID PLAT OR ANY PARTS OR PORTIONS THEREOF
SHALL BE DEEMED BY THE ACCEPTANCE OF SUCH DEED TO HAVE AGREED TO
ALL SUCH RESERVATIONS AND RESTRICTIVE COVENANTS AND TO HAVE



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COVENANTED TO OBSERVE, COMPLY WITH AND BE BOUND BY ALL SUCH COVENANTS AND RESTRICTIONS AS HEREINAFTER SET FORTH: THE TERM "DEVELOPER" AS USED IN THIS DECLARATION OF RESTRICTIONS AND RESTRICTIVE COVENANTS SHALL REFER TO THE DEVELOPER AS DEFINED HERE, HIS DESIGNATED AGENTS, ASSIGNS OR SUCCESSORS IN INTEREST.

1. RESIDENCE. THE TERM "LOTS" AS USED HEREIN SHALL REFER TO THE NUMBERED LOTS IN THE NUMBERED BLOCKS AS SHOWN ON THE PLAT RECORDED IN THE REGISTER OF DEEDS OFFICE FOR KNOX COUNTY, TENNESSEE. THE LOTS SHOWN ON SAID PLATS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY. NO LOT OR LOTS SHALL BE USED FOR OTHER THAN SINGLE-FAMILY RESIDENCE PURPOSE. EXCEPT AS HEREIN OTHERWISE SPECIFICALLY PROVIDED OR WITHOUT APPROVAL IN WRITING FROM THE DEVELOPER OR HIS ASSIGNS, NO STRUCTURE SHALL BE ERECTED OR PERMITTED TO REMAIN ON ANY LOT OR BUILDING PLOT ON SAID LAND OTHER THAN ONE SINGLE-FAMILY RESIDENCE. WITHOUT THE PRIOR APPROVAL OF THE DEVELOPER OR HIS ASSIGN, THE HEIGHT OF THE MAIN RESIDENCE ON EACH BUILDING PLOT SHALL BE NOT MORE THAN TWO FULL STORIES ABOVE THE NORMAL SURFACE OF THE GROUND. NO BUILDING AT ANY TIME SITUATED ON ANY LOT OR BUILDING PLOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL, AMUSEMENT, HOSPITAL, SANITARIUM, SCHOOL, CLUBHOUSE, RELIGIOUS, CHARITABLE, PHILANTHROPIC OR MANUFACTURING PURPOSE OR AS A PROFESSIONAL OFFICE. NO BUILDING SITUATED ON ANY LOT OR BUILDING PLOT SHALL BE RENTED OR LEASED SEPARATELY FROM THE RENTAL OR LEASE OF THE ENTIRE PROPERTY AND NO PART OF ANY SUCH BUILDING SHALL BE USED FOR THE PURPOSE OF RENTING ROOMS THERE OR AS A BOARDING HOUSE, HOTEL, MOTEL, TOURIST OR MOTOR COURT, OR OTHER TRANSIENT ACCOMMODATION. NO DUPLEX RESIDENCE, GARAGE APARTMENT OR APARTMENT HOUSE SHALL BE ERECTED OR ALLOWED TO REMAIN ON ANY LOT OR BUILDING PLOT AND NO BUILDING ON ANY LOT OR BUILDING PLOT AT ANY TIME SHALL BE CONVERTED INTO A DUPLEX RESIDENCE, GARAGE APARTMENT OR APARTMENT HOUSE. NO GUEST HOUSE SHALL CONTAIN ANY COOKING FACILITIES OR EQUIPMENT. THE ONE EXCEPTION TO THE ABOVE SHALL BE THE DEVELOPER'S RIGHT TO MAINTAIN

OFFICE ON THE PROPERTY.

2. SIGNS. NO BILLBOARDS OR ADVERTISING SIGNS OF ANY KIND SHALL BE ERECTED OR DISPLAYED ON ANY LOT OR BUILDING PLOT, EXCEPT SUCH SIGNS AS ARE PERMITTED ELSEWHERE IN THESE RESTRICTIVE COVENANTS AND RESTRICTIONS. NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE DEVELOPER FROM ERECTING, PLACING OR MAINTAINING SIGN, STRUCTURES AND OFFICES AS MAY BE DEEMED NECESSARY BY HIM FOR THE OPERATION OF THE DEVELOPMENT.

3. CONSTRUCTION REQUIREMENTS. NO BUILDING SHALL BE ERECTED, PLACED, ALTERED, OR PERMITTED TO REMAIN ON ANY LOT IN THIS DEVELOPMENT HAVING A GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF OPEN PORCHES AND GARAGES, OF LESS THAN FOURTEEN HUNDRED (1400) SQUARE FEET FOR A ONE-STORY DWELLING. "SPLIT-FOYER" DWELLINGS SHALL NOT BE ALLOWED. TWO STORY DWELLINGS SHALL HAVE NOT LESS THAN SIXTEEN HUNDRED (1600) SQUARE FEET OF HEATED SPACE. ALL DWELLINGS SHALL HAVE A SOLID FOUNDATION OF BRICK, STONE, STUCCO, SPLIT-FACED BLOCK OR CONCRETE BLOCK FACED WITH BRICK OR STONE. ALL TRADITIONAL HOMES SHALL HAVE A MINIMUM ROOF PITCH OF 8X12 ON THE PREDOMINANT ROOF LINES. ALL BUILDINGS, WHETHER FRAME OR ACCESSORY, SHALL CONFORM IN WORKMANSHIP AND MATERIAL TO STANDARD BUILDING PRACTICES FOR THE STATE OF TENNESSEE AND BE CONSISTENT WITH ALL CONSTRUCTION IN THE DEVELOPMENT AND SHALL MEET WITH THE MINIMUM REQUIREMENTS OF THE FEDERAL HOUSING AUTHORITY.

4. APPROVAL OF PLANS. FOR THE PURPOSE OF FURTHER INSURING 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 DEVELOPER SHALL RESERVE THE EXCLUSIVE POWER AND DISCRETION TO CONTROL AND APPROVE ALL OF THE BUILDINGS, STRUCTURE, LANDSCAPING AND OTHER IMPROVEMENTS AND THE LOCATION OF SUCH ON EACH BUILDING PLOT IN THE MANNER AND TO THE EXTENT SET FORTH HEREIN. NO BUILDING SHALL BE ERECTED, PLACED, ALTERED, OR PERMITTED TO REMAIN ON ANY LOT IN THE DEVELOPMENT UNTIL THE BUILDING PLANS, (WHICH PLANS SHALL ALSO INCLUDE LANDSCAPING PLANS) AND SPECIFICATIONS AND THE PLOT PLANS SHOWING THE LOCATION OF SAID BUILDING OR ALTERATIONS HAVE BEEN

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APPROVED IN WRITING AS TO CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THE DEVELOPMENT BY THE DEVELOPER. IN THE EVENT SAID DEVELOPER FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN OR LOCATION WITHIN THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS SHALL HAVE BEEN SUBMITTED, SUCH APPROVAL WILL NOT BE REQUIRED, AND THIS COVENANT WILL BE DEEMED FULLY COMPLIED WITH. APPROVAL OF SUCH PLANS AND SPECIFICATIONS SHALL BE EVIDENCED BY WRITTEN ENDORSEMENT ON SUCH PLANS AND SPECIFICATIONS, A COPY OF WHICH SHALL BE DELIVERED TO THE OWNER OR OWNERS OF THE LOT UPON WHICH THE PROSPECTIVE BUILDING, ROAD, DRIVEWAY, OR OTHER STRUCTURE IS CONTEMPLATED PRIOR TO THE BEGINNING OF SUCH CONSTRUCTION. NO CHANGES OR DEVIATIONS IN OR FROM SUCH PLANS AND SPECIFICATIONS AS APPROVED SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR ANY STRUCTURAL DEFECTS IN SUCH PLANS OR SPECIFICATIONS OR IN ANY BUILDING OR STRUCTURE ERECTED ACCORDING TO SUCH PLANS AND SPECIFICATION.

5. THE FOLLOWING BUILDINGS, STRUCTURES AND OBJECTS MAY BE ERECTED AND MAINTAINED AND ALLOWED TO REMAIN ON THE BUILDING PLOT ONLY IF THE SAME ARE APPROVED BY THE DEVELOPER: PENS, YARD AND HOUSES FOR PETS, WOOD, CLOTHES RACKS AND CLOTHES LINES, CHILDREN PLAY HOUSES, MISCELLANEOUS STORAGE FACILITIES (OTHER THAN UNDERGROUND RECEPTACLES) AND ANY OTHER STRUCTURES OR OBJECTS WHICH MUST BE DEEMED TO BE OF AN UNSIGHTLY NATURE OR APPEARANCE. NO ELEVATED TANKS OF ANY KIND SHALL BE ERECTED, PLACED, OR PERMITTED ON ANY PART OF SUCH PREMISES.

6. DETACHED OUT BUILDINGS. THE TERM "DETACHED OUT BUILDING" AS USED IN THESE COVENANTS AND RESTRICTIONS, MEANS ANY GARAGE, CARPORT, QUARTERS FOR DOMESTIC SERVANTS, LAUNDRY ROOM, TOOL OR WORKSHOP, HOTHOUSE, GREENHOUSE, GUEST HOUSE, CHILD'S PLAYHOUSE, SUMMER HOUSE, OR ANY OTHER STRUCTURE, EXCLUDING SWIMMING POOL INSTALLATION FACILITIES, OF ANY KIND WHICH EXTENDS MORE THAN THREE (3) FEET ABOVE THE NORMAL SURFACE OF THE GROUND, WHICH IS DETACHED FROM THE SINGLE FAMILY RESIDENCE LOCATED OR TO

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BE LOCATED ON SUCH BUILDING PLOT ALL SHALL BE APPROVED BY THE

7. GARAGES. ALL GARAGES AND CARPORTS SHALL BE A PART OF THE MAIN STRUCTURE AND SHALL HAVE A CAPACITY FOR AT LEAST TWO (2) AUTOMOBILES. CARPORTS SHALL BE SCREENED ON ANY STREET FRONTINGS, USING MATERIALS OF CONFORMITY AND HARMONY WITH THE MAIN STRUCTURE.

8. UTILITY LINES, AND RADIO AND TELEVISION ANTENNAS. ALL TELEPHONE, ELECTRIC AND OTHER UTILITY LINES, INCLUDING CABLE TV LINES AND CONNECTIONS BETWEEN THE MAIN UTILITY LINES AND THE RESIDENCE AND OTHER BUILDINGS LOCATED ON EACH BUILDING PLOT SHALL BE CONCEALED AND LOCATED UNDERGROUND SO AS NOT TO BE VISIBLE. ELECTRIC SERVICE SHALL BE PROVIDED THROUGH UNDERGROUND PRIMARY SERVICE LINES RUNNING TO TRANSFORMERS. EACH LOT OWNER REQUIRING AN ORIGINAL OR ADDITIONAL ELECTRIC SERVICE SHALL BE RESPONSIBLE TO COMPLETE AT HIS EXPENSE THE SECONDARY ELECTRIC SERVICE CONDUIT WIRES, CONDUCTORS, AND OTHER ELECTRIC FACILITIES FROM THE APPLICABLE TRANSFORMER TO THE RESIDENT'S BUILDINGS ON THE LOT OR TO ANY POINT ON THE LOT AND ALL THE SAME SHALL BE AND REMAIN THE PROPERTY OF THE OWNER. THE UTILITY COMPANY PROVIDING UTILITIES FOR THE DEVELOPMENT SHALL BE RESPONSIBLE FOR MAKING THE CONNECTION AT THE TRANSFORMER. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, OPERATION, SAFETY, REPAIR AND REPLACEMENT OF THE ENTIRE SECONDARY ELECTRICAL SYSTEM EXTENDING FROM THE RESIDENTS' BUILDING OR TO ANY OTHER POINT ON THE LOT TO THE APPLICABLE TRANSFORMER. NO EXPOSED OR EXTERIOR RADIO OR TELEVISION TRANSMISSION OR RECEIVING DEVICE SHALL BE ERECTED, PLACED, OR MAINTAINED ON ANY PART OF SUCH PREMISES, BUT THIS RESTRICTION MAY BE WAIVED BY THE DEVELOPER. ANY WAIVER OF THESE RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER AS TO OTHER LOTS OR LINES OR DEVICES.

9. COMPLETION OF CONSTRUCTION. WHEN THE CONSTRUCTION OF ANY BUILDING IS ONCE BEGUN, WORK THEREON SHALL BE CARRIED ON DILIGENTLY AND CONTINUOUSLY UNTIL THE FULL COMPLETION THEREOF. THE MAIN RESIDENCE AND ALL RELATED STRUCTURES SHOWN ON THE PLANS AND SPECIFICATIONS APPROVED BY THE DEVELOPER PURSUANT TO THESE RESTRICTIONS AND COVENANTS MUST BE COMPLETED IN ACCORDANCE WITH SAID PLANS AND SPECIFICATIONS WITHIN NINE (9) MONTHS AFTER THE

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START OF THE FIRST CONSTRUCTION UPON EACH BUILDING PLOT UNLESS SUCH COMPLETION IS RENDERED IMPOSSIBLE AS TO THE DIRECT RESULT OF STRIKES, FIRES, NATIONAL EMERGENCIES, NATURAL CALAMITIES, OR ANY OTHER CAUSE BEYOND THE CONTROL OF THE OWNER. THIS RESTRICTION MAY BE WAIVED BY THE DEVELOPER, AND ANY WAIVER OF THESE RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER AS TO OTHER BUILDING COMPLETIONS.

10. OCCUPANCY. NO PRIVATE DWELLING HOUSE ERECTED UPON ANY LOT SHALL BE OCCUPIED IN ANY MANNER WHILE IN THE COURSE OF CONSTRUCTION, NOR IN ANY TIME PRIOR TO ITS BEING FULLY COMPLETED, AS HEREIN REQUIRED. NOR SHALL ANY RESIDENCE, WHEN COMPLETED, BE IN ANY MANNER OCCUPIED UNTIL MADE TO COMPLY WITH THE APPROVED PLANS, THE REQUIREMENTS HEREIN, AND ALL OTHER COVENANT CONDITIONS RESERVATIONS, AND RESTRICTIONS HEREIN SET FORTH. NO TEMPORARY HOUSE, TEMPORARY DWELLING, TEMPORARY GARAGE, TEMPORARY OUT BUILDING, TRAILER HOME, BASEMENT OR OTHER TEMPORARY STRUCTURE SHALL BE PLACED OR ERECTED UPON ANY LOT UNLESS APPROVED BY THE DEVELOPER OR HIS DESIGNATED AGENT, SUCCESSORS, OR ASSIGNS. PRIOR TO COMPLETION OF CONSTRUCTION, THE PROPERTY OWNER SHALL INSTALL AT HIS EXPENSE A SUITABLE PAVED DRIVEWAY FROM THE PAVED PORTION OF THE ABUTTING ACCESS WAY TO HIS RESIDENCE. DURING CONSTRUCTION ON ANY BUILDING PLOT, ALL VEHICLES INVOLVED IN SUCH CONSTRUCTION, INCLUDING THOSE DELIVERING MATERIALS AND SUPPLIES, SHALL ENTER UPON SUCH BUILDING PLOT FROM THE ACCESS WAY ONLY, AND SUCH VEHICLE SHALL NOT BE PARKED AT ANY TIME UPON ANY PROPERTY OTHER THAN THE BUILDING PLOT ON WHICH THE CONSTRUCTION IS PROCEEDING. THIS PARAGRAPH SHALL NOT PREVENT THE USE OF TEMPORARY CONSTRUCTION OF THE MAIN RESIDENCE AND OTHER BUILDINGS PERMITTED HEREUNDER, NOR THE USE OF ADEQUATE SANITARY TOILET FACILITIES FOR WORKMEN DURING THE COURSE OF SUCH CONSTRUCTION.

11. NO ONE SHALL BE PERMITTED TO STORE OR PARK HOUSE TRAILERS, CAMPERS, MOTOR HOMES, BOATS OF ANY KIND, TRAILERS OR SUCH TYPE VEHICLE ON OR ABOUT SAID RESIDENCES UNLESS THE SAME ARE STORED OR PARKED INSIDE A GARAGE SO AS NOT TO BE READILY VISIBLE

ARE INOPERABLE OR ARE BEING STORED SHALL BE REPEATEDLY PARKED, KEPT, REPAIRED, OR MAINTAINED ON THE STREET, DRIVEWAY, OR LAWN OF ANY LOT.

12. DRAINAGE. DRAINAGE WAYS SHALL CONFORM TO THE REQUIREMENTS OF ALL LAWFUL PUBLIC AUTHORITIES.

13. ADVERTISING. EXCEPT AS OTHERWISE PERMITTED HEREIN, NO SIGN OF ANY CHARACTER SHALL BE DISPLAYED OR PLACED UPON ANY BUILDING PLOT WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DEVELOPER. THE DEVELOPER MAY ENTER UPON ANY BUILDING PLOT AND SUMMARILY REMOVE AND DESTROY ANY SIGNS WHICH ARE PLACED ON SAID BUILDING PLOT IN VIOLATION OF THIS PARAGRAPH.

NOTHING CONTAINED HEREIN WILL PROHIBIT THE OWNER OF A BUILDING PLOT TO PLACE A SIGN ADVERTISING HIS LOT FOR SALE OR ADVERTISING THE LEASING OR RENTAL OF SAID LOT OR THE IMPROVEMENTS THEREON AS LONG AS SAID ADVERTISING IS IN CONFORMITY WITH THE PURPOSE OF THESE RESTRICTIONS IN INSURING THE DEVELOPMENT OF THE SAID LAND AS A RESIDENTIAL AREA OF THE HIGHEST QUALITY AND STANDARD.

14. ANIMALS. NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY LOT EXCEPT THAT DOGS, AND CATS MAY BE KEPT PROVIDED THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSE AND THEY SHALL BE SUBJECT TO LAWS AND GOVERNING BODIES HAVING JURISDICTION. IF HOWEVER, THE PERMITTED ANIMALS SHALL, IN THE SOLE OPINION OF THE DEVELOPER, BECOME DANGEROUS OR AN ANNOYANCE OR NUISANCE IN THE DEVELOPMENT OR NEARBY PROPERTY, OR BE DESTRUCTIVE OF WILDLIFE, THEY MAY NOT THEREAFTER BE KEPT ON THE BUILDING PLOT.

THESE RESTRICTIONS MAY BE WAIVED BY THE DEVELOPER BUT ANY WAIVER OF THESE RESTRICTIONS SHALL NOT CONSTITUTE A WAIVER AS TO THE OTHER LOTS.

15. SEWAGE DISPOSAL. EVERY PROPERTY SHALL CONNECT TO THE SANITARY SEWER. NO OUTSIDE TOILET SHALL BE PERMITTED IN THE DEVELOPMENT. THIS PARAGRAPH SHALL NOT PREVENT THE USE OF ADEQUATE SANITARY TOILET FACILITIES FOR WORKMEN DURING THE COURSE OF SUCH CONSTRUCTION.

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16. DIVISION OF LOTS. NO LOT SHALL BE RE-SUBDIVIDED IF THE TOTAL NUMBER OF LOTS IN CONNER'S CREEK UNIT ONE SHALL INCREASE AS A RESULT OF THE RE-SUBDIVISION. ALL RE-SUBDIVIDING SHALL BE APPROVED BY THE DEVELOPER.

17. NUISANCES. NO LOT SHALL BE USED IN WHOLE OR IN PART FOR THE STORAGE OF RUBBISH OF ANY CHARACTER WHATSOEVER, NOR FOR THE STORAGE OF ANY PROPERTY OR THING THAT WILL CAUSE SUCH LOT TO APPEAR IN AN UNCLEAN OR UNTIDY CONDITION OR THAT WILL BE OBNOXIOUS TO THE EYE; NOR SHALL ANY SUBSTANCE, THING, OR MATERIAL BE KEPT UPON ANY LOT THAT WILL EMIT FOUL OR NOXIOUS ODORS, OR THAT WILL CAUSE ANY NOISE AND LIGHT THAT WILL OR MIGHT DISTURB THE PEACE, QUIET, COMFORT OR SERENITY OF THE OCCUPANTS OF SURROUNDING PROPERTY.

18. SET BACK LINES. THE PROCEDURE FOR DETERMINING SET BACK LINES SHALL BE THE SAME AS THOSE SET FORTH BY THE KNOX COUNTY SUBDIVISION & ZONING REGULATIONS.

19. FENCES AND WALLS. NO FENCES OR WALLS SHALL BE ERECTED PLACED OR ALTERED ON ANY LOT OR PARCEL UNLESS APPROVED OR PROVIDED BY THE DEVELOPER.

20. OUTDOOR LIGHTING. EACH PROPERTY OWNER SHALL BE REQUIRED TO ERECT AT HIS OWN EXPENSE A DECORATIVE ENTRANCE POST LIGHT WHEN A RESIDENCE IS ERECTED ON ANY LOT. THE PLACEMENT, DESIGN AND COLORING OF THE POST LIGHT MUST BE APPROVED BY THE DEVELOPER. THERE WILL BE NO SECURITY LIGHTING OTHER THAN THE STANDARD FLOOD LIGHTING AFFIXED TO THE RESIDENCE.

21. MINING AND DRILLING. NO ARTESIAN WELLS MAY BE DRILLED OR MAINTAINED ON ANY BUILDING PLOT WITHOUT FIRST OBTAINING THE CONSENT OF THE DEVELOPER. EACH PROPERTY OWNER AT HIS EXPENSE SHALL CONNECT HIS WATERLINES TO THE WATER DISTRIBUTION MAIN PROVIDED TO SERVE THAT OWNER'S BUILDING PLOT AND SHALL PAY CONNECTION AND WATER METER CHARGES ESTABLISHED OR APPROVED BY THE UTILITY DISTRICT OR THEIR SUCCESSOR THAT PROVIDES SERVICE FOR SAID LOT. AFTER SUCH CONNECTION, EACH PROPERTY OWNER SHALL PAY, WHEN DUE, THE PERIODIC CHARGES OR RATES FOR THE FURNISHING OF



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NO INDIVIDUAL WATER SUPPLY

PLOT FOR AIR-CONDITIONING, SWIMMING POOL, OR OTHER EXTERIOR USE.
NO DERRICK OR OTHER STRUCTURE DESIGNED FOR USE IN DRILLING FOR
OIL OR NATURAL GAS SHALL BE ERECTED, PLACED OR PERMITTED UPON ANY
PART OF SUCH PREMISES, NOR SHALL ANY OIL, NATURAL GAS, PETROLEUM,
ASPHALTUM, OR HYDRO-CARBON PRODUCTS OR MINERALS OF ANY KIND BE
PRODUCED OR EXTRACTED THEREFROM.

22. MAINTENANCE OF LOTS. THE OWNER OF EACH BUILDING PLOT
WHETHER SUCH PLOT BE IMPROVED OR UNIMPROVED, SHALL KEEP EACH PLOT
FREE OF TALL GRASS, UNDERGROWTH, DEAD TREES, DANGEROUS DEAD TREE
LIMBS, WEEDS, TRASH AND RUBBISH, AND SHALL KEEP SUCH PLOT AT ALL
TIMES IN A NEAT AND ATTRACTIVE CONDITION. IN THE EVENT THE OWNER
OF ANY BUILDING PLOT FAILS TO COMPLY WITH THE PRECEDING SENTENCE
OF THIS PARAGRAPH 22, THE DEVELOPER SHALL HAVE THE RIGHT, BUT NO
OBLIGATION, TO GO UPON SUCH BUILDING PLOT AND TO CUT AND REMOVE
TALL GRASS, UNDERGROWTH AND WEEDS AND TO REMOVE RUBBISH AND ANY
UNSIGHTLY OR UNDESIRABLE THINGS THEREFROM, AND TO DO ANY OTHER
THINGS AND PERFORM AND FURNISH ANY LABOR NECESSARY OR DESIRABLE
IN ITS SOLE JUDGMENT TO MAINTAIN THE PROPERTY IN A NEAT AND
ATTRACTIVE CONDITION, ALL AT THE EXPENSE OF THE OWNER OF SUCH
BUILDING PLOT, WHICH EXPENSE SHALL BE PAYABLE BY SUCH OWNER TO
THE DEVELOPER ON DEMAND.

23. REMEDIES. WHENEVER THERE SHALL HAVE BEEN BUILT, OR
THERE SHALL EXIST, ON ANY BUILDING PLOT ANY STRUCTURE, BUILDING
THING OR CONDITION WHICH IS IN VIOLATION OF THESE COVENANTS AND
RESTRICTIONS, THE DEVELOPER SHALL HAVE THE RIGHT, BUT NO
OBLIGATION, TO ENTER UPON THE PROPERTY WHERE SUCH VIOLATION
EXISTS AND SUMMABATE AND REMOVE THE SAME, ALL AT THE EXPENSE OF
THE OWNER OF SUCH PROPERTY, WHICH EXPENSE SHALL BE PAYABLE BY
SUCH OWNER TO THE DEVELOPER ON DEMAND, AND SUCH ENTRY AND
ABATEMENT OR REMOVAL SHALL NOT BE DEEMED A TRESPASS OR MAKE THE
DEVELOPER LIABLE IN ANY WAY FOR ANY DAMAGES ON ACCOUNT THEREOF.

24. TERM. ALL OF THE FOREGOING COVENANTS, CONDITIONS,
RESERVATIONS, AND RESTRICTIONS SHALL BE SUBJECT TO THE PROVISIONS
HEREOF AND UNLESS RELEASED AS HEREIN PROVIDED, REMAIN IN FULL
FORCE AND EFFECT AT ALL TIMES AGAINST THE OWNER OF ANY LOT IN

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SUCH PREMISES, REGARDLESS OF HOW HE ACQUIRED TITLE, UNTIL THE COMMENCEMENT OF THE CALENDAR YEAR 2019, ON WHICH DATE THESE COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS SHALL TERMINATE AND END, AND THEREAFTER BE OF NO FURTHER LEGAL OR EQUITABLE EFFECT ON SUCH PREMISES OR ANY ON OR THEREOF, PROVIDED, HOWEVER, THESE COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD OF TWENTY-FIVE (25) YEARS AND THEREAFTER IN SUCCESSIVE TWENTY-FIVE-YEAR (25) PERIODS, UNLESS ON OR BEFORE THE END OF ONE OF SUCH EXTENSION PERIODS, THE OWNERS OF A MAJORITY OF THE LOTS IN THE DEVELOPMENT SHALL BE WRITTEN INSTRUMENT DULY RECORDED IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, DECLARE A TERMINATION OF THE SAME. ALTHOUGH THESE COVENANTS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS MAY EXPIRE AS HEREIN PROVIDED, ANY AND ALL RESERVATIONS FOR BREACH OF THESE COVENANTS, CONDITIONS, RESERVATIONS, OR RESTRICTIONS COMMITTED OR SUFFERED PRIOR TO SUCH EXPIRATION SHALL BE ABSOLUTE.

25. ATTORNEY FEES. PROVIDED, THAT SHOULD THE DEVELOPER OR ANY OTHER REVERSIONARY OWNER EMPLOY COUNSEL TO ENFORCE ANY OF THE FOREGOING COVENANTS, CONDITIONS, RESERVATIONS, OR RESTRICTIONS, OR RE-ENTRY, BY REASON OF SUCH BREACH, ALL COSTS FOR COUNSEL SHALL BE PAID BY THE OWNER OF SUCH LOT OR LOTS AND THE DEVELOPER OR ANY OTHER REVERSIONARY OWNER SHALL HAVE A LIEN UPON SUCH LOT OR LOTS TO SECURE PAYMENT OF ALL SUCH ACCOUNTS. THE REMEDIES CONTAINED IN THIS PARAGRAPH 24 SHALL BE CONSTRUED AS CUMULATIVE OF ALL OTHER REMEDIES NOW OR HEREINAFTER PROVIDED BY LAW.

26. WAIVER OF BREACH. THE FAILURE OF THE DEVELOPER TO ENFORCE ANY COVENANT OR RESTRICTION OR ANY OBLIGATION, OR RIGHT, POWER, PRIVILEGE, AUTHORITY OR RESERVATION HEREIN CONTAINED, HOWEVER LONG CONTINUED, SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO ENFORCE THE SAME THEREAFTER AS TO THE SAME BREACH OR VIOLATION THEREOF OCCURRING PRIOR TO OR SUBSEQUENT THERETO.

27. MORTGAGE INTEREST. THE BREACH OF ANY OF THE FOREGOING COVENANTS, CONDITIONS, RESERVATIONS, OR RESTRICTIONS, OR ANY RE-ENTRY BY REASON OF SUCH BREACH, SHALL NOT DEFEAT OR RENDER

FAITH FOR VALUE AS TO ANY LOT OR LOTS OR PORTIONS OF LOTS IN SUCH PREMISES, BUT THESE COVENANTS, CONDITIONS, RESERVATIONS AND RESTRICTIONS, SHALL BE BINDING UPON AND EFFECTIVE AGAINST ANY SUCH MORTGAGES OR TRUSTEE OR OWNER THEREOF, WHOSE TITLE THERETO OR WHOSE GRANTOR'S TITLE IS OR WAS ACQUIRED BY FORECLOSURE, TRUSTEE'S SALE, OR OTHERWISE.

28. WAIVER AND MODIFICATION. THE DEVELOPER, HIS AGENTS, ASSIGNS OR SUCCESSORS HEREBY RESERVE THE RIGHT IN THEIR ABSOLUTE DISCRETION AT ANY TIME TO ANNUL, WAIVE, CHANGE OR MODIFY ANY OF THE RESTRICTIONS, CONDITIONS OR COVENANTS CONTAINED HERE AS TO ANY PART OF CONNER'S CREEK PARTNERSHIP, UNIT ONE. SUCH AMENDMENTS SHALL CONFORM TO THE GENERAL PURPOSES AND STANDARDS OF THE COVENANTS AND RESTRICTIONS HEREIN CONTAINED. SAID AMENDMENTS MAY BE MADE FOR THE PURPOSE OF CURING ANY AMBIGUITY OR ANY INCONSISTENCY BETWEEN THE PROVISIONS CONTAINED HEREIN. SAID AMENDMENTS TO INCLUDE ANY CONTRACT OR DEED OR OTHER INSTRUMENT HEREINAFTER MADE WHICH INCLUDES ADDITIONAL COVENANTS AND RESTRICTIONS APPLICABLE TO SAID LAND WHICH DOES NOT LOWER THE STANDARDS OF THESE COVENANTS AND RESTRICTIONS CONTAINED HEREIN. SAID AMENDMENTS SHALL BE ALLOWED TO RELEASE ANY BUILDING PLOT FROM A PART OF THE COVENANTS AND RESTRICTIONS WHICH HAVE BEEN VIOLATED (INCLUDING, WITHOUT LIMITING THE FOREGOING: VIOLATIONS OF BUILDING RESTRICTION LINES AND PROVISIONS HEREOF RELATING THERETO) IF THE DEVELOPER, IN HIS SOLE JUDGMENT, DETERMINES SUCH VIOLATION TO BE INCONSEQUENTIAL.

29. ASSIGNMENT OR TRANSFER. ANY OR ALL OF THE RIGHTS AND POWERS, TITLE, EASEMENTS, AND ESTATES RESERVED OR GIVEN TO THE DEVELOPER IN THIS INSTRUMENT MAY BE ASSIGNED TO ANY ONE OF MORE CORPORATIONS OR ASSIGNS THAT WILL AGREE TO ASSUME SAID RIGHTS, POWERS, DUTIES AND OBLIGATIONS AND CARRY OUT AND PERFORM THE SAME. ANY SUCH ASSIGNMENT OR TRANSFER SHALL BE MADE BY APPROPRIATE WRITTEN INSTRUMENT IN WHICH THE ASSIGNS OR TRANSFERS SHALL JOIN FOR THE PURPOSE OF EVIDENCING ITS ACCEPTANCE OF SUCH RIGHTS AND POWERS; AND SUCH ASSIGNS 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

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DEVELOPER. AND THE DEVELOPER SHALL THEREUPON BE RELEASED THEREFROM. SAID ASSIGNMENT OR TRANSFER SHALL BE MADE OF RECORD IN THE REGISTER OF DEEDS OFFICE OF KNOX COUNTY, TENNESSEE.

30. GARBAGE CANS AND ALL OTHER SUCH CONTAINERS SHALL BE STORED IN THE GARAGE AREA OR SUCH OTHER AREA ADJACENT TO THE RESIDENCE SO AS NOT TO BE READILY VISIBLE FROM THE STREET OR ADJOINING PROPERTIES. PROVIDED, HOWEVER, GARBAGE CANS OR CONTAINERS WILL BE PERMITTED IN THE DRIVEWAY AREA FOR "PICK-UP" PURPOSES ONLY, BUT IN NO EVENT FOR A TIME PERIOD EXCEEDING 24 HOURS.


31. NO SWIMMING OR WADING POOLS OR OTHER SUCH RECREATIONAL STRUCTURES SHALL BE PERMITTED IN THE FRONT OR SIDE YARD OF ANY HOUSE. PROVIDED, HOWEVER, SWIMMING AND WADING POOLS ARE PERMITTED IN THE REAR YARD AREA PROVIDED THE SAME ARE NOT MORE THAN THREE FEET ABOVE GROUND LEVEL AND HAVE THE PRIOR APPROVAL OF THE DEVELOPER.

32. MAILBOXES. ALL MAILBOX STANDS SHALL HAVE A PERMANENT SEPARATE NEWSPAPER COMPARTMENT.

IN WITNESS WHEREOF, CONNER'S CREEK PARTNERSHIP, A TENNESSEE GENERAL PARTNERSHIP, AND ITS NAME TO BE SIGNED HERETO BY ITS PARTNER, THIS 16TH DAY OF JUNE 1994.

CONNER'S CREEK PARTNERSHIP

W. J. Farnham
WILLIAM J. FARNHAM,
PARTNER


Instr: 199406260044842
Pages: 12 of 13
Back File Automation

STATE OF TENNESSEE; COUNTY OF KNOX.

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR KNOX COUNTY, TENNESSEE, PERSONALLY APPEARED WILLIAM J. FARNHAM, WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGED HIMSELF TO BE A PARTNER OF CONNER'S CREEK PARTNERSHIP, A TENNESSEE PARTNERSHIP, THE WITHIN NAMED BARGAINOR, AND THAT HE AS A PARTNER BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BY

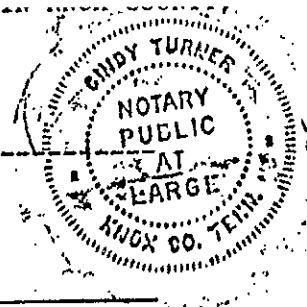
INST: 18611 WB 2154 PG: 615 09/26/1994 13:48:53

WITNESS MY HAND AND OFFICIAL SEAL AND OFFICE IN
TENNESSEE, THIS 16TH DAY OF JUNE 1994.

Cindy Turner

NOTARY PUBLIC

Notary Public, Knox County, Tennessee
My Commission Expires March 3, 1998



MY COMMISSION EXPIRES:

INST: 18611 WB 2154 PG: 616 09/26/1994 13:48:53

Instr: 199409260044842
Pages: 13 of 13
Book File Automation

WILLIAM J. FARNHAM
SUITE D-200
9111 CROSS PARK DR.
KNOXVILLE, TN 37922

CONNER'S CREEK DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST AMENDMENT

WHEREAS, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, HERETOFORE DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE, DESCRIBED AS CONNER'S CREEK UNIT I, AS THE SAME APPEARS ON RECORD IN DEED BOOK 2154 PAGES 604-616, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS AND RESTRICTIONS AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD IN DEED BOOK 2154 PAGES 604-616, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY HEREINAFTER DESCRIBED: CONNER'S CREEK SUBDIVISION, UNIT TWO, OF RECORD IN CABINET SLIDE IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED AND MADE APPLICABLE TO THE PROPERTY HERIN DESCRIBED AS THOUGH THE SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS DAY THE 20th DAY OF OCTOBER 1995.

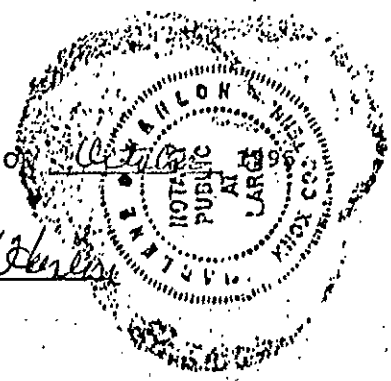
William J. Farnham
CONNER'S CREEK PARTNERSHIP
WILLIAM J. FARNHAM, PARTNER

STATE OF TENNESSEE
COUNTY OF KNOX

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF OCTOBER 1995

MY COMMISSION EXPIRES: 4/4/99

Maureen O'Hara
NOTARY



INST: 27140 MB 2192 PG: 794
REC'D FOR REC 10/20/1995 15:17:27 KNOX CO. TN
RECORD FEE: \$ 8.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

THIS INSTRUMENT PREPARED BY:
WILLIAM J. FARNHAM
SUITE D-200
9111 CROSS PARK DR.
KNOXVILLE, TN 37922

CONNER'S CREEK DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST AMENDMENT/CORRECTION

THIS DOCUMENT IS MEANT TO CORRECT THE PRIOR DECLARATION OF
COVENANT, CONDITIONS AND RESTRICTIONS - FIRST AMENDMENT RECORDED IN
WB2192 PAGE 794.

WHEREAS, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP,
DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS
UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY,
TENNESSEE, DESCRIBED AS CONNER'S CREEK UNIT I, AS THE SAME APPEARS OF
RECORD IN DEED BOOK 2154 PAGES 604-616, IN THE REGISTER'S OFFICE FOR
KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS
"DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL
DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS AND RESTRICTIONS
AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO
IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, CONNER'S CREEK PARTNERSHIP, A GENERAL
PARTNERSHIP, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD IN DEED BOOK 2154
PAGES 604-616, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY
HEREINAFTER DESCRIBED: CONNER'S CREEK SUBDIVISION, UNIT TWO, OF
RECORD IN CABINET O SLIDE 44D IN THE REGISTER'S OFFICE OF KNOX COUNTY,
TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED
AND MADE APPLICABLE TO THE PROPERTY HEREIN DESCRIBED AS THOUGH THE
SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED
AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS
INSTRUMENT TO BE EXECUTED ON THIS DAY THE DAY OF 1995.

William J. Farnham
CONNER'S CREEK PARTNERSHIP
WILLIAM J. FARNHAM, PARTNER

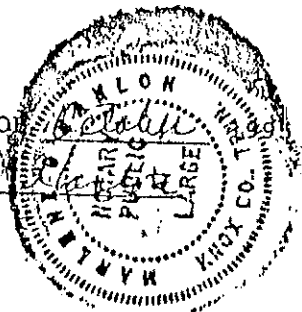
STATE OF TENNESSEE
COUNTY OF KNOX

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF

MY COMMISSION EXPIRES:

4/4/99

Maureen O'Connell
NOTARY



Instr: 199510260039815
Pages: 1 of 1
Cross Ref: WB 2192/1201
Back File Automation

THIS INSTRUMENT PREPARED BY:
WILLIAM J. FARNHAM
SUITE D-200
9111 CROSS PARK DR.
KNOXVILLE, TN 37922

CONNER'S CREEK DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST AMENDMENT/CORRECTION

THIS DOCUMENT IS MEANT TO CORRECT THE PRIOR DECLARATION OF
COVENANT, CONDITIONS AND RESTRICTIONS - FIRST AMENDMENT RECORDED IN
WB2192 PAGE 794.

WHEREAS, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP,
DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS
UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY,
TENNESSEE, DESCRIBED AS CONNER'S CREEK UNIT I, AS THE SAME APPEARS OF
RECORD IN DEED BOOK 2154 PAGES 604-616, IN THE REGISTER'S OFFICE FOR
KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS
"DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL
DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS AND RESTRICTIONS
AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO
IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, CONNER'S CREEK PARTNERSHIP, A GENERAL
PARTNERSHIP, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD IN DEED BOOK 2154
PAGES 604-616, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY
HEREINAFTER DESCRIBED: CONNER'S CREEK SUBDIVISION, UNIT TWO, OF
RECORD IN CABINET O SLIDE 44D IN THE REGISTER'S OFFICE OF KNOX COUNTY,
TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED
AND MADE APPLICABLE TO THE PROPERTY HEREIN DESCRIBED AS THOUGH THE
SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED
AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS
INSTRUMENT TO BE EXECUTED ON THIS DAY THE DAY OF 1995.

William J. Farnham
CONNER'S CREEK PARTNERSHIP
WILLIAM J. FARNHAM, PARTNER

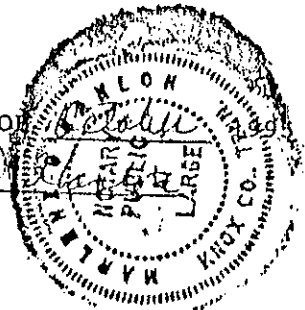
STATE OF TENNESSEE
COUNTY OF KNOX

SWORN TO AND SUBSCRIBED BEFORE ME THIS 25th DAY OF October

MY COMMISSION EXPIRES:

4/4/99

Maureen O'Connell
NOTARY



Instr: 199510260039815
Pages: 1 of 1
Cross Ref: WB 2192/1201
Back File Automation

THIS INSTRUMENT PREPARED BY:
WILLIAM J. FARNHAM
SUITE D-200
9111 CROSS PARK DR
KNOXVILLE, TN 37922

CONNER'S CREEK DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
SECOND AMENDMENT

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY


WHEREAS, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, HERETOFORE DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE, DESCRIBED AS CONNER'S CREEK UNIT I, AS THE SAME APPEARS ON RECORD IN DEED BOOK 2154 PAGES 604-616, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS, AND RESTRICTIONS AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD IN DEED BOOK 2154 PAGES 604-616, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY HEREINAFTER DESCRIBED: CONNER'S CREEK SUBDIVISION, UNIT THREE OF RECORD IN CABINET 0 SLIDE 390C&D IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED AND MADE APPLICABLE TO THE PROPERTY HEREIN DESCRIBED AS THOUGH THE SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS DAY THE 6TH DAY OF AUGUST 1997.



CONNER'S CREEK PARTNERSHIP
WILLIAM J. FARNHAM, PARTNER

INST: 9558 WB 2258 PG: 1137
REC'D FOR REC 08/07/1997 10:19:28 KNOX CO. TN
RECORD FEE: \$ 8.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

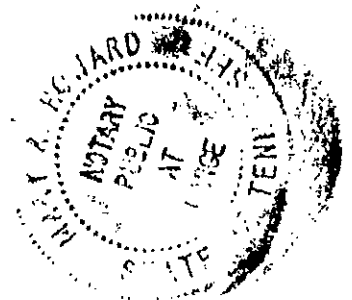
STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared, WILLIAM J. FARNHAM, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of CONNER'S CREEK PARTNERSHIP, the within named bargainor, a Partnership, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the Partnership by himself as said Partner.

WITNESS my hand and seal at office in said County this 6th day of August 1997.

Mary A. Howard
Notary Public

My Commission Expires: 3-3-98



CONNER'S CREEK DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
THIRD AMENDMENT

WHEREAS, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, HERETOFORE DECLARED AND IMPOSED CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS UPON A TRACT OF LAND IN THE SIXTH (6TH) CIVIL DISTRICT OF KNOX COUNTY, TENNESSEE, DESCRIBED AS CONNER'S CREEK UNIT I, AS THE SAME APPEARS ON RECORD IN DEED BOOK 2154 PAGES 604-616, IN THE REGISTER'S OFFICE FOR KNOX COUNTY, TENNESSEE, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "DECLARATION", AND

WHEREAS, IT IS DESIRED TO ADD ADDITIONAL PROPERTY TO THE ORIGINAL DEVELOPMENT AND IMPOSE THE SAME COVENANTS, CONDITIONS, AND RESTRICTIONS AND AMENDMENTS AS APPLICABLE TO EARLIER PHASES OF UNIT I, SO AS TO IMPOSE A UNIFORM PLAN OF DEVELOPMENT THROUGHOUT THE SUBDIVISION.

NOW, THEREFORE, CONNER'S CREEK PARTNERSHIP, A GENERAL PARTNERSHIP, THE DECLARANT, HEREBY AMENDS THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD IN DEED BOOK 2154 PAGES 604-616, AND HEREBY IMPOSES SAID DECLARATION UPON THE PROPERTY HEREINAFTER DESCRIBED: CONNER'S CREEK SUBDIVISION, PHASE III, UNIT II, OF RECORD IN CABINET P SLIDE 242-C IN THE REGISTER'S OFFICE OF KNOX COUNTY, TENNESSEE.

ALL OTHER PROVISIONS OF THE DECLARATION, AS AMENDED ARE ADOPTED AND MADE APPLICABLE TO THE PROPERTY HEREIN DESCRIBED AS THOUGH THE SAME HAD BEEN ORIGINALLY IMPOSED UPON THE PROPERTY HEREIN DESCRIBED AND REFERRED TO.

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS CAUSED THIS INSTRUMENT TO BE EXECUTED ON THIS DAY THE 29TH DAY OF SEPTEMBER, 1998.

William J. Farnham

CONNER'S CREEK PARTNERSHIP
WILLIAM J. FARNHAM, PARTNER

INST: 26518 WB 2302 PG: 10
REC'D FOR REC 10/02/1998 08:56:50 KNOX CO. TN
RECORD FEE: \$ 8.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

STATE OF TENNESSEE
COUNTY OF KNOX

SWORN TO AND SUBSCRIBED BEFORE ME THIS 29th DAY OF September 1998.

MY COMMISSION EXPIRES:

Amulo