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NO. 386 P. 2

Mineral Rights Yes
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NOTE BOOK

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SHORLINE ESTATES
RESTRICTIVE COVENANTS

WHEREAS, R.M. Moore & Associates, Inc. and Bill E. Ferrell are the owners of certain real property situate in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, by virtue of two (2) certain Warranty Deeds dated December 13, 1976 and March 28, 1977 from Viola G. Kinsoy, et al, of record in Deed Book 1598, Page 694, and in Deed Book 1605, Page 476, respectively, in the Register's Office for Knox County, Tennessee, to which Warranty Deed specific reference is herein made; and

WHEREAS, the said R.M. Moore & Associates, Inc. and Bill E. Ferrell desire to set forth certain restrictive covenants applicable to said land, said covenants to run with the land, all deeds from said parties to purchasers of all or portions of the subject land to provide that any such conveyance shall be subject to said restrictive covenants;

NOW, THEREFORE, be it resolved, understood and agreed that the following restrictive covenants shall apply to and run with the land more particularly described in the aforesaid Warranty Deed, which instrument is incorporated herein by reference and made a part hereof as fully as though set forth herein verbatim:

1. Except as may be herein otherwise provided, no lot resulting from a subdivision of the subject land shall be subdivided, except for the purpose of making the adjoining lots larger.
2. Except as may be herein otherwise provided, no portion of the subject land shall be used for any purpose other than for single family residential occupancy, and no more than one residence shall be constructed on each lot. No such residence shall contain less than one thousand five hundred (1,500) square feet of finished and livable floor space in the case of a one-story house, or less than one thousand eight hundred (1,800) square feet of finished and livable floor space in the case of a multi-level house. "Split-level" homes shall be considered as one-story dwellings for the purposes of this paragraph.
3. No commercial breeding of livestock shall be permitted upon any of the subject land, nor shall any poultry or swine be kept thereon.

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In the event that any other form of livestock shall be kept thereon, no more than one (1) head per lot shall be permitted.

4. Utility easements of ten (10) feet shall be granted, as needed, along all property boundary lines. No free standing structures or other improvements, including but not limited to barns, houses and other buildings, shall be located closer than twenty-five (25) feet to any side or rear (interior) property boundary line, or closer than forty (40) feet to any front property boundary line.

5. No residence shall be occupied until construction of the same shall be completed.

6. The exterior walls of all buildings constructed upon the subject land shall be of brick, masonite, wood, stone, stucco and/or logs and shall not be constructed of exposed concrete block or of asphalt or asbestos shingles.

7. No noxious, offensive or unlawful trade or activity shall be conducted upon any portion of the subject land.

8. Any laundry yards, incinerators or garbage or trash areas shall be located to the rear of any residences constructed upon the subject land and shall be kept in a clean and sanitary condition, and all garbage and other waste shall be placed in covered containers.

9. All maintenance and other equipment, such as, but not being limited to, lawnmowers and tractors, shall be stored out of view of other owners of portions of the subject land.

10. No abandoned cars, trucks or other property shall be permitted to remain upon any portion of the subject land.

11. No mobile home shall be permitted to be placed, either permanently or temporarily, upon any portion of the subject land.

12. In the event that any owner of any portion of the subject land shall desire to advertise the same, or any portion thereof, for sale, not more than one (1) sign to that effect shall be permitted upon any given lot at any one time, and no such sign shall be greater than five (5) square feet in surface area.

13. Any residence constructed upon any portion of the subject land shall have a septic tank and system which shall be installed and maintained in such a manner as to fully comply with all applicable laws, rules, ordinances and regulations.

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The provisions hereof shall be in full force and effect and shall be binding upon all parties claiming under or through the said R.M. Moore & Associates, Inc. and Bill E. Ferrell for an initial period of thirty (30) years from and after the date hereof and for successive periods of thirty (30) years each thereafter, unless terminated or amended in writing by unanimous consent of all parties then owning portions of the subject land.

The provisions hereof shall be severable, and if any provision shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

If any owner of any portion of the land subject to the provisions hereof shall violate or attempt to violate any of the provisions herein set forth, it shall be lawful for any person or persons owning any other portion of said subject land to prosecute appropriate proceedings at law or in equity against any party violating or attempting to violate the provisions hereof for the purpose of preventing such violation or for the purpose of recovering damages therefor. Failure to pursue any such remedy at any given time shall not constitute a waiver thereof or of any future breach hereof.

IN WITNESS WHEREOF, the undersigned have hereinto set their hands and seals, or have caused this instrument to be duly executed by their duly authorized officers, this 7 day of June, 1977.

R.M. MOORE & ASSOCIATES, INC.

BY: [Signature]
President

ATTEST:

[Signature]
Secretary

[Signature]
BILL E. FERRELL