

See WB 1719 pg 27 Waring Rldg. cert book Line (LOT 13)

This instrument was prepared by
H. W. RIMMER, JR.
7090 Kingston Pike
Knoxville, Tennessee

INSTRUMENT NO. 8996
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12-27-79
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DECLARATION OF RESTRICTIONS
BROOKMILL ESTATES, A SUBDIVISION

WHEREAS, the undersigned, RC LAND COMPANY, a partnership composed of H. W. Rimmer, Jr. and William H. Curtis, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as BROOKMILL ESTATES S/D, as shown on the map of the same of record in Map Book 69-S, Page 70, in the Register's Office for Knox County, Tennessee.

WHEREAS, the owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said RC LAND COMPANY, does hereby covenant and agree with all subsequent owners of lots in said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any of said lots in the Subdivision:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
2. 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 in 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.
3. 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.
4. LAND USE AND BUILDING TYPE. All lots in BROOKMILL ESTATES Subdivision shall be known and designated as residential lots.

5. No building shall be located on any lot nearer to the front lot line than the building set-back lines as shown on the recorded plat, nor nearer to any side street line than the set-back line shown on the recorded plat. No building shall be located nearer than 8 feet to any interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building to encroach upon another lot.

6. LOT AREA AND WIDTH. No residential structures shall be erected or placed on any building plot, which plot has an area in square feet of less than the smallest lot shown on the recorded plat or a width of less than the narrowest lot at the front building set-back line as shown on the recorded map.

7. NUISANCE. 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.

8. DWELLING COST, QUALITY AND SIZE. No building shall be erected, placed or altered or permitted to remain on any lot in this subdivision having a ground floor area of the main structure exclusive of one story open porches and garages of less than 900 square feet in case of a one story dwelling or 800 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have no less than 800 square feet. In case of a split-level the upper two levels must have no less than 900 square feet together. In case of a two story, the total floor area must have no less than 1100 square feet.

9. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

10. EASEMENTS. A perpetual easement is reserved along the lot lines for utility installation and maintenance in accordance with these easements shown on the recorded plat.

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

12. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided they are not kept bred and maintained for any commercial purposes.

13. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in clean and sanitary garbage containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary container.

14. Duplexes may be permitted on any lot upon approval of the appropriate local authority. In the case of a duplex, each side shall contain no less than 800 square feet.

IN WITNESS WHEREOF, the said RC LAND COMPANY, hath hereunto caused these presents to be signed by its Partners on this the 27th day of December, 1979.

RC LAND COMPANY, A PARTNERSHIP

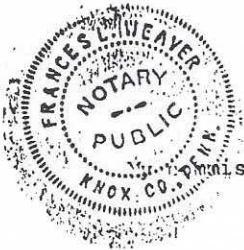
BY H. W. Rimmer, Jr.
H. W. RIMMER, JR., PARTNER

BY William H. Curtis
WILLIAM H. CURTIS, PARTNER

STATE OF TENNESSEE)
KNOX COUNTY)ss.

Personally appeared before me, Francis L. Weaver
a Notary Public in and for said County and State H. W. RIMMER, JR.,
PARTNER AND WILLIAM H. CURTIS, PARTNER the within named bargainors,
with whom I am personally acquainted, and who acknowledged that they
have executed the within instrument for the purposes therein
contained.

Witness my hand and official seal at office, in Knox County,
this 27th day of December, 1979.



Francis L. Weaver
NOTARY PUBLIC

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REPAIRING
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