

THIS INSTRUMENT WAS PREPARED BY RESTRICTIVE COVENANTS
CANDLEWICK SUBDIVISION

INSTRUMENT NO.

30662

LARRY BULLINER - 11552 KINGSTON PL - KATYUICK, TN
NAME ADDRESS

WHEREAS, URBAN ENGINEERING, INC., has caused to be subdivided
the tract of land located in the Sixth Civil District of Knox
County, Tennessee, which tract was conveyed to it by deed dated
February 16, 1984 and recorded in Deed Book 1810, page 258,
in the Register's Office for Knox County, Tennessee, and

WHEREAS, said Subdivision is known as Unit No. 2, Candlewick,
the map of which is recorded in Map Book 80S, page 27,
in the Register's Office for Knox County, Tennessee, and

WHEREAS, it is now desired for the benefit and protection
of the purchasers of lots in the Subdivision, and in order to
establish a sound value for these lots, to record these building
restrictions so that they may be of public record.
NOW, THEREFORE, in consideration of the premises, the said
URBAN ENGINEERING, INC., itself, its successors, and assigns to
impose and they do hereby impose, the following Covenants that
run with the land on the lots in said Subdivision as shown on
said map.

Said Covenants are as follows:

1. EFFECTIVE DATE These Covenants are to take effect
immediately and shall be binding on all parties and all persons
claiming under them until January 1, 2000, at which time said
Covenants shall be automatically extended for successive
periods of ten (10) years unless by vote of the then owners
of the lots, it is agreed to change said Covenants in part or
in whole.

2. PROCEEDINGS FOR VIOLATIONS If the parties hereto or
any of them or their assigns, shall violate or attempt to
violate any of the Covenants herein, it shall be lawful for
any person or persons owning any real property situated in
said development or Subdivision to prosecute any proceedings
at law or in equity against any person or persons violating or
attempting to violate any such Covenants.

3. COURT ORDERS Invalidation of any of these Covenants
by judgement or court order shall in no way affect any of the
other provisions which shall remain in full force and effect.

4. LAND USE AND BUILDING TYPE All lots in the tract
shall be known and designated as residential lots. No structure
shall be erected, altered, placed or permitted to remain on
any lot other than one detached dwelling not to exceed two
stories in height and a private garage for one or two cars.

5. BUILDING LOCATION Building locations shall conform to
set back lines as shown on subdivision plat of record or as re-
quired by zoning ordinances. For the purposes of this Covenant,
eaves, steps and open porches shall not be considered as a part



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of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot 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 the width of less than the narrowest lot at the front building set back line as shown on the recorded map.

7. NUISANCES No noxious, illegal or offensive activity shall be permitted or carried on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No inoperable car or truck may be parked on the street nor any lot in this Subdivision.

8. TEMPORARY STRUCTURES No trailer, basement, tent, shack, garage, barn or other outbuildings erected in 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.

9. DWELLING SIZE No dwelling shall be permitted on any lot which has less than twelve hundred (1200) square feet of living area for a one story dwelling exclusive of open porches and garages or carports. "Split-level and/or "Split-foyer" dwellings shall be considered as one story dwellings, and in calculating square footage, the lower level shall not be considered. Two story dwellings shall not have less than seven hundred fifty (750) square feet in the ground level main structure and not less than 1400 square feet total. All dwellings shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the Subdivision, and shall meet with the minimum requirements of the Federal Housing Authority.

10. FENCES No yards on front access may be fenced. Fences may be erected from the back corners of the dwelling to the side line and down the side line of said lot and across the back. No detached outbuilding as said term is defined herein, shall be erected or allowed to remain on any part of any building plot on said land. The term "detached outbuilding" as used in these covenants and restrictions, means any garage, carport, quarters for domestic servants, laundry room, tool or workshop, hothouse, or greenhouse.

11. GARAGES All garages and/or carports shall be a part of the main structure and shall have a capacity for at least one automobile. Detached garages may be approved in writing by the Owners.

12. BUILDING PROCEDURE When the construction of any buildings has once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Said residence and all related structures shown on plans and specifications submitted to the Owners and Subdividers of this land shall be approved by said Owners prior to construction starting.

13. APPROVALS No building shall be erected, placed, altered, or permitted to remain on any lot in the Subdivision until the building plans and specifications and the plot plans showing the location of said building or alterations have been approved in writing as to conformity and harmony with existing structures in the Subdivision by the "Owners" or the designated agent(s) or successors. In the event said "Owners" or their designated agent(s) or successors, fail 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



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required, and this Covenant will be deemed fully complied with. In the event said Owners or designated agent(s) or successors reject plans submitted for approval under this paragraph the party(s) submitting the plans may make the necessary alterations to said plans and resubmit for approval or upon written notice by 75% of the lot owners within a 200 foot radius of said lot in question at the time of said approval is requested, stating that said owners of said property within 200 foot radius desire that approval be given, the same shall be deemed approved.

14. EASEMENTS Easements are reserved for drainage and utility installations and maintenance in accordance with those shown on the recorded map.

15. 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 square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period.

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, or other household pets may be kept but not bred or maintained for any commercial purpose. No rabbits or rabbit hutches or hutches for any animal may be built on any lot. No dog runs or pens may be built except that the fenced in back yard may be used to contain the dog.

17. GARBAGE AND REFUSE DISPOSAL No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers and said containers must be kept in a clean and sanitary condition. The burning of trash, leaves, clippings or other debris or refuse shall not be permitted on any part of said land without the written permit from any local bodies having jurisdiction over such burning.

18. SANITARY FACILITIES All lots in Subdivision are to meet Knox County Health Board requirements. All lots in Subdivision are to be connected to sewer line within one year after sewer line is operative. No outside toilets shall be permitted in this Subdivision.

19. THE PLATTED LOTS As shown on the plat of Unit 2 Candlewick Subdivision shall not be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or to any other process of any kind except for the purpose of increasing the size of another lot.

20. OCCUPANCY No house construction on any lot in this subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which landscaping shall be consistent and in keeping with the surrounding neighborhood. No building situated on any lot or building plat 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 therein or as a boarding house, hotel, motel, tourist or motor court or other transient accommodations. No duplex residences, garage apartments or apartment house shall be erected or allowed to remain on any lot or building plat and no building on any lot shall be converted into a duplex residence, garage apartment or apartment house.

21. DRAINAGE AND POLLUTION Each grantee and owner of lots in Unit 2 Candlewick is responsible solely for drainage, water damage or any kind of pollution whatsoever to any other grantee or owner of lots in Unit 2 Candlewick Subdivision. Each grantee and owner of said lots is additionally responsible



for like damage which may result from his contractors or agents. Specifically, neither Urban Engineering, Inc., nor their agents shall be responsible for any problems which may arise as a result of construction on any activity on any of said lots or land adjoining said lots in Unit 2 Candlewick Subdivision.

In WITNESS WHEREOF, the said Urban Engineering, Inc., has caused this instrument to be executed and the names of its President signed hereto.

This the 20 day of July, 1984

Urban Engineering, Inc.

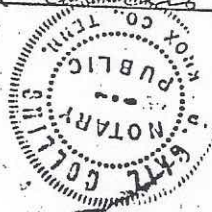
Patricia M. Sullivan, Sec.

STATE OF TENNESSEE
COUNTY OF KNOW

Personally appeared before me, J. Gail Collins,
a Notary Public of said County and State, within named
bargainers Urban Engineering, Inc. with
whom I am personally acquainted, and who acknowledge that they
executed the within instrument for the purposes therein contained.

My commission expires: 7-22-86

J. Gail Collins



STEVE HALL

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