

This instrument prepared by:
Bill Ferrell & Assoc.
9721 Kingston Pike
Knoxville, Tn. 37922

INSTRUMENT NO. 35920

DECLARATION OF RESTRICTIONS

CHADWICK DOWNS SUBDIVISION

THIS DECLARATION, made on the date hereinafter set forth by Bill E. Ferrell and wife, Patricia G.M. Ferrell, hereinafter collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Knox County, Tennessee, known as CHADWICK DOWNS SUBDIVISION, which is shown and more particularly described in Plat Cabinet L, Slide 154-C, in the Register's Office for Knox County, Tennessee; and which was conveyed to Declarant by Warranty Deed dated February 28, 1989, and recorded in Deed Book 1973, Page 177 in the aforesaid Register's Office.

NOW, THEREFORE, Declarant hereby declares that Lot Numbers 1,2,3,4,5, 6,7,8,9,10,11,12,13,14,15,16,17,19,20,21,22,23,24,25,26, and 27, as shown on the above described Plat, shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. These restrictions shall not apply to Lot Number 18, containing 10.12 acres, more or less.

*1200

1. These covenants area to take effect from the date hereof, and shall be binding on all parties and all persons claiming under them until January 1, 2009. At that 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. Each owner shall be entitled to one vote for each lot which he or she owns.
2. If the parties hereto or any of them or their heirs or assigns shall 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 violations.
3. Invalidation of any one of these covenants by judgement or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
4. All aforesaid Lots shall be known and designated as residential Lots. Not more than one dwelling house may be erected on any Lot and no Lot may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot.
5. Before any dwelling on any Lot or Lots shall be occupied, a septic tank or a sewage disposal system, constructed in accordance with the requirements of the Tennessee State Board of Health, shall be installed and approved by the appropriate governmental sewer authority.
6. Houses with one and one-half or two stories shall contain at least 1200 square feet on the ground floor and a total of at least 2200 square feet for both floors. Houses with one floor or one floor and a basement shall contain at least 1700 square feet on the uppermost level. The computation of square footages shall be exclusive of porches and garages.
7. All garages and/or carports shall be a part of the main structures and shall have a capacity for at least two automobiles.
8. Building Procedure When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof.
10. No house constructed on any Lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

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11. Foundations All dwellings shall have a solid foundation of brick, stone, or concrete block faced with brick, stone, or stucco. No exposed concrete blocks.
12. Chimneys All chimneys are to be faced with brick, stone, or stucco to match foundations.
13. Fencing All new fencing must be attractive. Chain link fences are prohibited unless approved by the Declarant.
14. All driveways are to be paved with asphalt or concrete or other materials approved by the Declarant.
15. 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. No trash, garbage, rubbish, debris, waste materials, or other refuse shall be deposited or allowed to accumulate or remain on any part of said Lots, nor upon any land or lands contiguous thereto. The burning of trash, leaves, clippings, or other debris or refuse shall not be permitted on any part of said land without a written permit from any local governing bodies having jurisdiction over such burning.
16. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the Lots 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.
17. No mobile or modular homes shall be permitted to be placed on any of the Lots either temporarily or permanently.
18. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
19. Signs No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Declarant reserves the right to display signs of a larger size for promotion of the development.
20. Roof Composition. The roof composition of all buildings and structures shall be either fireproof wood shingles, slate, clay products or standard composition materials.
21. Building Setbacks. The front setback and/or building line for all structures shall be a minimum of 50 feet from the front property line of each lot, unless approved by the Declarant.
22. Trash, garbage or other waste shall not be kept except in sanitary containers. All containing equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of sight of the general public.
23. Animals. Dogs, cats, and ordinary domestic pets may be kept provided they are not kept, bred, or maintained for any commercial purpose or become dangerous or an annoyance or nuisance and some shall be subject to local laws of governing bodies having jurisdiction. No other animals, livestock or poultry except two horses, or one horse and one cow (and calf 6 months old maximum) per lot pastured, shall be permitted.
24. Barns or Stables. Barns or stables structures are permitted and shall be constructed near the back lot line and to the extent possible shall be grouped with the adjacent lot. Barn refuse and manure shall be stored, composted and disposed of in accordance with sound sanitary principles in such a manner so as not to constitute a health hazard, a nuisance to other property owners, attract insects, cause offensive odors or otherwise detract from the basic quality and standards of the Development.
25. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any property in the Development except such machinery or equipment as is usual and customary in connection with the use and maintenance of the Lots or construction of a residence, appurtenant structures, or other improvements, and except that which Declarant may require for the maintenance of the Lots.
26. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or for natural gas shall be erected, maintained or permitted upon any Lot.

27. Lot Maintenance. The Owners of each Lot shall keep his/her Lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such Lot at all times in a neat and attractive condition. In the event the Owner of any Lot fails to comply with the preceding sentence of this Section, the Declarant shall have the right, but no obligation, to go upon such Lot and to cut and remove tall grass, undergrowth and weeds and to remove rubbish and any unsightly or undesirable thing and objects therefrom, and to do any other things and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Declarant on demand.
28. Firearms. No Lot shall be used or permitted for hunting or for the discharge of any pistol, rifle, shotgun, or any other firearm, or any other device capable of killing or injuring.
29. Easements. No easements, rights of way or rights of access shall be deeded, granted, or in any way given to any person or companies through any Lot in this subdivision unless permission is given to in writing by Declarant.
30. Outside antennas. No outside radio or television antennas shall be erected on any Lot or structure thereon unless and until permission for the same has been granted by the Declarant.
31. Roof Pitch. No dwelling shall have a roof pitch below the following minimum standards without prior approval of the Declarant.
Single floor dwelling-- 5/12; Two story dwelling-- 6/12.
32. Commercial Activities. No commercial activities shall be permitted to be conducted from any dwelling unit within the subdivision.
33. Gardens. Vegetable gardens may be planted on any Lot; however, any such garden shall only be to the side or rear of any house on the Lot and in no event shall such garden be planted nearer to the street than the applicable building set back lines.
34. The Declarant reserves an unlimited right to alter these restrictions when said Declarant deems it necessary for the further development of the subdivision, provided, however, that any such alteration is reasonable and does not substantially affect any other building Lot in an adverse manner.
35. All Lot owners in CHADWICK DOWNS SUBDIVISION hereby bind themselves together with Declarant and hereby covenant and agree to maintain their dwellings on the property in a clean, neat and repaired condition, including the landscape, etc., to insure a sound value of all lots and residences in said subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have caused this instrument to be executed by their duly authorized partner, this the 2nd day of June, 1989.

Bill E. Ferrell
Bill E. Ferrell

Patricia G.M. Ferrell
Patricia G.M. Ferrell

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, the within named bargainors, Bill E. Ferrell and Patricia G.M. Ferrell, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 2nd day of June, 1989.

My Commission expires: 10/21/91

NOTARY PUBLIC



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