

THIS INSTRUMENT WAS PREPARED BY

William R. Schubert 1929 Chestnut Grove Rd
NAME ADDRESS Knoxville, TN 37932

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF RESTRICTIONS
ELM GROVE SUBDIVISION

WHEREAS, William R. Schubert and or Thomas G. Simpson, hereinafter are referred to as the "Developer." and

WHEREAS, the Developer has caused to subdivide a tract of land located in the Sixth District of Knox County, Tennessee, and

WHEREAS, said subdivision is known as Elm Grove Subdivision, the map of which is of record in Plat book cabinet P, page 307-C, in the Register's Office of Knox County, Tennessee, and these restrictions shall apply to those lots appearing on the map of record, and

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this 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 Developer binds themselves, their successors and or assigns, to 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:

- EFFECTIVE DATE** These covenants are to take effect from date hereof and shall be binding on all parties and all persons claiming under them until January 1, 2009, at which time said covenants shall be automatically extended for successive period of ten (10) years unless there be a vote of the then owners of the lots, and 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/she owns.
- PROCEEDINGS FOR VIOLATION.** 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 of 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 related fees for such violation, or to obtain specific performance or other equitable relief. 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.
- LAND USE.** All numbered lots in the tract shall be known and designated as "residential" lots and used for no other purpose. No structure shall be erected, altered, or placed, or permitted to remain, on any lot other than one detached single family dwelling not to exceed three (3) stories in height and a two (2) car garage. A one (1) level home shall consist of a minimum of eighteen hundred (1800) square feet living area. A two (2) story home shall consist of a minimum of twenty two hundred (2200) square feet living area. Square footage shall be determined by outside measurements. Garages, porches, and basements are not considered living area. No duplex residences may be erected or no conversion of a single family dwelling to a duplex.
- BUILDING LOCATION.** No building shall be located on any lot nearer to the front line than the building setback line as shown on the recorded plat of twenty (20) feet, nor nearer to any side street line shown on the recorded plat, side setback of five (5) feet, and a rear or subdivision boundary line setback of thirty-five (35) feet, except with the expressed and written consent and/or waiver by the Developer, it being distinctly understood that the Developer reserves the right at all times with respect to all lots to allow houses to be adapted to the terrain in the subdivision. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided however, that this shall not be construed to permit any portion of the building to encroach upon another lot. Setback restrictions of Knox County zoning must be met on all lots.

INST: 61243 WB 2315 PG: 255
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RECORD FEE: \$ 12.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

5. **LOT USAGE.** No more than one (1) dwelling house may be erected on any one lot, as shown on the recorded map, and no lot shown on the said map may be subdivided or reduced in the size by any devise, or process of any kind, except for the purpose of increasing the size of another lot. The Developer reserves the right to re-subdivide any lots owned by the Developer or to cause a portion thereof to be dedicated as a public thoroughfare for access to adjoining property.
6. **BUILDING REQUIREMENTS.** Minimum house requirements are as follows: All homes to be of traditional style. A landscaping plan shall be required. A minimum roof pitch of 8/12 is required. Roofing materials must be shingles of dimensional style. Roof flashing shall be of a color other than aluminum. A concrete driveway shall be required. All home dwellings shall have a foundation veneered with brick or stone. No house shall be erected, placed, altered or permitted to remain on any lot in this subdivision in violation of such established minimums. All buildings, whether frame or accessory shall conform in workmanship and materials to the standard building practice for the State of Tennessee, shall be consistent with all construction in the subdivision, and shall meet with the minimum requirements of local building codes enforcement.
7. **BUILDING APPROVAL.** No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans, specifications, plot plans and landscaping plans showing the location of said building or alteration have been approved in writing as to the conformity and harmony with existing structure in the subdivision by the Developer of the subdivision. In the event said Developer fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to him, approval is automatically denied.
8. **DRAINAGE.** It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swells on all lot lines. It shall be the responsibility of each builder to maintain a clean and neat construction site, and to keep the street clean in front of his/her lot at all times. It shall be the responsibility of each builder to control silt on each lot until vegetation is established.
9. **BUILDER RESPONSIBILITY.** No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any activity be done hereon which may be or become an annoyance or nuisance to the neighborhood. All work shall be performed in a workman like manner during reasonable hours. No builder is allowed to push brush, trees, dirt or trash of any kind onto any vacant lot. All trees, brush, and or trash must be removed out the subdivision by the builder. Builders are responsible for any damage done to curbs or streets, if damage does occur, the Developer has the right but not the obligation to repair or replace at the lot owners expense.
10. **OUTBUILDINGS AND STRUCTURES.** No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a temporary character or be used as a residence. Outbuildings such as utility buildings and sheds and structures such as retaining walls must have prior written approval by the Developer. All garbage cans must be hidden from view by either a walled or landscaped area. No chain-link fences of any kind will be permitted on any lot. All other visible fences must be approved by the Developer. No exterior clothes lines are permitted.
11. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
12. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except on professional signs of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction or sales period. No satellite dish over eighteen (18) inches in diameter shall be permitted. No other type of exterior antenna shall be permitted.
13. **ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. Further, household pets must be maintained and kept on the individual homeowners lot at all times and not be allowed to roam throughout the subdivision.

