

Prepared by:
Nelson Venable, Attorney
813 Market Street
Knoxville, Tennessee

C O R R E C T E DDECLARATION OF RESTRICTIONSHARDIN VALLEY WOODS

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WHEREAS, the undersigned, JOHN O. JACKSON, TRUSTEE, with full powers to sell, encumber and convey without the joinder of beneficiaries, of Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, which is known as HARDIN VALLEY WOODS, as shown on the map of the same of record in Map Book 68-S, page 82, in the Register's Office for Knox County, Tennessee, and

WHEREAS, said 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 JOHN O. JACKSON, TRUSTEE, does hereby covenant and agree with all subsequent owners thereof and shall inure to the benefit of all owners of any of said lots in said 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 2000 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 lots (one vote being allotted to each lot regardless of the number of owners of any one lot), it is agreed to change said covenants in whole or in part.
2. If the parties hereto or any of them or their heirs, successors in trust, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for them or for any other persons or person 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, to prevent him or them from so doing, or to recover damages or other dues for such violation or to obtain specific performance or other equitable relief.
3. Invalidity 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. All numbered lots in the tract excluding that portion shown on the recorded map for future development shall be known and designated as residential lots and used for no other purpose. Except as herein otherwise specifically provided, no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single family residence. The height of the main residence on each of said lots shall be not more than two full stories above the natural surface of the ground in addition to a basement. No building at any time situated on any lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, preschool, clubhouse, religious, charitable, philanthropic or manufacturing purpose or as a professional or business office, and no signs of any kind shall be erected or displayed on any building or lot, except such signs as are permitted elsewhere in these covenants and restrictions and except those placed by the owner executing these restrictions. No building situated on any lot shall be rented or leased separately from the rental or lease of the entire lot 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 accommodation. No duplex residence, garage

See W.B. 1498-917 Affidavit

apartment or apartment house shall be erected or allowed to remain on any lot and no building on any lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

5. No building shall be located nearer than 10 feet to any interior lot line. 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 part of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall not be nearer than 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.

6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process or process of any kind, except for the purpose of increasing the size of another lot, except lots of one acre or more in size can be resubdivided with the approval of the Planning Committee.

7. No building shall erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1600 square feet. In computing the minimum floor area, measurement will be made from exterior walls, but will include no basement areas, porches, carports or garages. In computing the minimum floor area of a one story house, only the main floor shall be considered. In a one and one-half or two story house, there shall be not less than 2300 square feet of floor area. In a split level house there shall be not less than 1600 square feet in the two top levels. Any house having a basement shall have 1400 square feet of floor area on floors above ground level. A floor shall be deemed a basement if any part of the floor is below ground level.

8. No outbuildings shall be erected, placed, altered or permitted to remain on any lot in this subdivision before first being approved by the Planning Committee and any outbuilding so erected shall not be located nearer than 10 feet to any interior lot line.

9. No building shall be erected, placed, altered or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plan showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of John O. Jackson, Trustee and one other member appointed by John O. Jackson, said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within ten days after said plans and specifications have been submitted to it, such approval shall not be required and this covenant shall be deemed to be fully complied with. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots (one vote being allocated to each lot regardless of the number of owners thereof) within a 200 foot distance from any lot line of the lot in question at the time said approval is requested, stating that said owners of said lots within the 200 foot distance desire that approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the building to be built shall be left with the said Planning Committee during the term of construction.

John O. Jackson, Trustee and no member of the Planning Committee shall in any way be liable, in law or in equity, to any person, firm or corporation whatsoever for any act or omission while serving or failing to serve in any capacity related to the Planning Committee.

Powers and duties of said Committee shall cease on and after 1 January 1990. Thereafter, the approval required in this covenant shall not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives to thereafter exercise the same powers previously executed by the said Planning Committee.

10. 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.

11. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on 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.



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BOOK 1684 PAGE 888

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12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

13. 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 rent or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period.

13. 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.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

15. When the construction of any building is once begun, work thereon shall be diligently prosecuted until the full completion thereof in accordance with the plans and specifications approved by the Planning Committee within nine months after the start of the first construction unless such completion is rendered impossible as the direct result of strikes, fires, national emergency, or natural calamities. No residence shall be occupied prior to its completion. Prior to completion of construction, the owner of each lot shall install at his own expense a suitable paved or concrete driveway from the paved road abutting the lot. During construction all vehicles involved in such construction, including delivery vehicles shall enter each lot from the road only, and such vehicles shall not be parked at any time upon any property other than the lot on which construction is proceeding.

16. In the interest of conserving the natural environment of said land and to further insure the development of said land in an attractive manner, no living tree having a diameter greater than 10 inches, measured five feet from the ground, shall be cut on any lot, except such trees as may be necessary for the construction of residence and within thirty feet thereof, driveways, septic fields, and any such trees that may be considered a safety hazard.

This instrument is to correct the Declaration of Restrictions of record in Deed Book 1680, page 1056, in the Register's Office for Knox County, Tennessee.

IN WITNESS WHEREOF, the said JOHN O. JACKSON, TRUSTEE, has hereunto set his hand on this ____ day of July 1979.

John O. Jackson Trustee
JOHN O. JACKSON, TRUSTEE

STATE OF TENNESSEE

COUNTY OF KNOX



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Personally appeared before me the undersigned Notary Public in and for said County the within named bargainor, JOHN O. JACKSON, TRUSTEE with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 13th day of August 1979

Charles R. Nutzell
Notary Public

My commission expires:

Dec 23, 1979

