

Irza R. RetteRESTRICTIVE COVENANTSINSTRUMENT No. 11020KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, EARL S. CLOTWORTHY is the owner of Lots 1A, 1R, 2R, 3R, 4R, 6, 7, 8 and 9 in Block "A" and of Lots 1, 2 and 3 in Block "B" in HIGHVUE ACRES SUBDIVISION to Knox County, Tennessee, the map of which is of record in the Register's Office of Knox County, Tennessee, in Map Book 538, page 64, to which specific reference is hereby made; and

WHEREAS, ROBERT V. RENFRO AND WIFE, EVELYN RENFRO, are the owners of Lot 5 in Block "A" as shown on said recorded map of said Subdivision; and

WHEREAS, said Owners of said property desire to adopt and establish a Uniform Plan of Restrictive Covenants which shall be binding upon all of said lots in said Subdivision and upon the present and all subsequent owners.

NOW, THEREFORE, in consideration of the premises and for the specific purpose of imposing uniform restrictive covenants upon all and every of said above enumerated lots in said Subdivision as shown on said recorded map in Map Book 538, page 64, in said Register's Office of Knox County, Tennessee, they, the Owners, do hereby impose upon each, all and every of said lots as thus shown on said recorded map of said Subdivision the following Restrictive Covenants, to-wit:

1- All lots in the subdivision shall be known, designated and used as residential lots and no structure shall be erected, altered, placed, moved upon or permitted to remain on any of said lots other than buildings for residential purposes not to exceed two stories in height, exclusive of basement area. No unattached outbuildings of any kind shall be erected, altered, placed or moved upon or permitted to remain on any lot.

2- Not more than one residence shall be erected on any one lot as shown on said recorded map.

3- No residence shall be permitted on Lots 1A, 1R, 2R, 3R, 4R, and 6 in Block "A" of said Subdivision which, exclusive of open porches and/or garages and basement areas, shall be less than 1600 square feet in area. No residence shall be permitted

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on Lots 5, 7, 8 and 9 in Block "A" and Lots 1, 2, and 3 in Block "B" of said Subdivision which, exclusive of open porches and/or garages and basement areas, shall be less than 1800 square feet. Any area below ground level in a split-foyer or split-level residence shall be considered as basement area. No prefabricated material shall be placed on the exterior of any residence erected in the Subdivision. The roof of each residence in the Subdivision shall be of asphalt shingle or better and the exposed foundation above ground level shall be of brick or stone.

4- The driveway serving any residence in the subdivision shall be of asphalt, blacktop, cement, brick or such other permanent surface paving material as the owner and developer may agree upon but no loose stone, gravel or unimproved dirt surface shall be used as a driveway.

5- No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, nor shall any prefabricated or demountable structure be so used or placed thereon. No residence shall be occupied if the residence has an unfinished appearance.

6- No building shall be located nearer to the front lot line than the minimum building setback line shown or stated on the above mentioned recorded plat of said subdivision. No residence or attached appurtenance shall be erected on Lots 1A, 1R, 2R, 3R, or 4R in Block "A" in such manner that the front line thereof shall be further than sixty (60) feet from the front lot line. No residence or any portion thereof shall be erected on any lot in the Subdivision nearer to a side lot line than eight (8) feet and the combined side yard areas shall be not less than twenty (20) feet in width.

7- No dwelling shall be erected or placed on any lot having a width of less than ninety (90) feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than one-half (1/2) acre.

8- No mercantile trade, business or business activity shall be carried on upon any lot or in any structure located thereon nor shall anything be done or carried on thereon or therein which constitutes an annoyance or a nuisance to the neighborhood.

9- No outside toilet shall be installed, erected or used on any lot but connection with a sanitary sewer system shall be made if such sanitary sewer system is available to such lot and, if not available, a sanitary septic tank or other sanitary sewer disposal system complying with the requirements of the State of Tennessee and Knox County shall be installed and used.

10- No animals shall be raised, kept or bred for commercial purposes on any lot and no horses, cattle, hogs, chickens or other fowls shall be raised, kept or maintained on any lot in the subdivision for any purposes.



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BOOK 1474

1080



11- Easements are reserved as shown on the recorded plat for utility installation and maintenance, for drainage purposes and for turn-around purposes, such easement for turn-around purposes to terminate when the roadway at the end of which such turn-around is provided is extended further so as to provide the improvement of traffic beyond such turn-around.

12- These Restrictive Covenants shall run with the land and shall be binding upon all parties hereto, their heirs and assigns and upon all persons owning any lot or lots in the Subdivision until January 1, 2002, after which time said Restrictive Covenants shall be automatically renewed for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots in the subdivision has been recorded in the Register's Office of Knox County, Tennessee, wherein such Restrictive Covenants are changed in whole or in part or abrogated. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, and any lot owner or owners in the subdivision may prosecute such proceedings either to prevent such violation or violations by injunction or restraining order or to recover damages for such violation or for both purposes.

13- The invalidation of any one of these Restrictive Covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

14- Each and every purchaser of a lot or lots in said subdivision shall take the same subject to the foregoing Restrictive Covenants whether incorporated in the deed of conveyance to such person or persons or not.

Mildred N. Clotworthy, wife of Earl S. Clotworthy, joins in the execution of this instrument for the purpose of agreeing to the establishment of the foregoing Restrictive Covenants and hereby makes any and all marital or other rights which she has or may hereafter have or assert in said property subject to such Restrictive Covenants.

IN WITNESS WHEREOF the parties have hereto set their hands on this 10th day of <sup>MARCH</sup> ~~February~~, 1972.

Earl S. Clotworthy  
Earl S. Clotworthy

Mildred N. Clotworthy  
Mildred N. Clotworthy

Robert V. Renfro  
Robert V. Renfro

Evelyn Renfro  
Evelyn Renfro



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BOOK 1474 1081

STATE OF TENNESSEE )  
COUNTY OF KNOX ) ss:

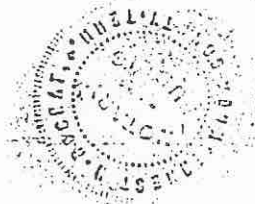
Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, EARL S. CLOTWORTHY AND WIFE, MILDRED N. CLOTWORTHY, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office in Knox County, this 13<sup>th</sup> day of March, 1972.

Earl S. Clotworthy  
NOTARY PUBLIC

My commission expires:

1-21-75



STATE OF TENNESSEE )  
COUNTY OF KNOX ) ss:

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ROBERT V. RENFRO AND WIFE, EVELYN RENFRO, the within named bargainors, 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, in Knox County, this 10<sup>th</sup> day of March, 1972.

Lou P. Steele  
NOTARY PUBLIC

My commission expires:

4-23-74

REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE  
State Tax ✓ Recorded At 110 O'Clock A  
In Note Book No. 66 On the 13<sup>th</sup> day of March 1972  
Recording fee: 1.35  
Harward O. Sharp  
Recorder

BOOK 1474 : 1082

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