

THIS INSTRUMENT WAS PREPARED BY

JAN Nielsen 1692 Hillwood Dr

RESTRICTIONS
OF
LOVELL VIEW SUBDIVISION
KNOXVILLE, TENNESSEE

INSTRUMENT No.

22447

WHEREAS, the undersigned of Knox County, Tennessee is the owner of a tract of land situated in the 6th Civil district of Knox County, Tennessee, and known as Lovell View Subdivision, as shown on the map of the same of record in Map Book 555, page 48 in the Register's Office of Knox County, Tennessee.

WHEREAS, THE OWNER is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owners 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 JAN NIELSEN, does hereby covenant and agrees with all subsequent owners of lots in said Subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any of said lots in the Subdivision, but it is understood that these restrictions shall apply to residential lots only in said Subdivision as shown on Map Book _____, page _____, in the Register's Office of Knox County, Tennessee:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 1993, 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 the lots, it is agreed to change said covenants in whole or in part.

2. 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 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 violation.

3. 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.

4. All numbered lots in the tract shall be known and designated as residential lots. 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 two stories in height, and the usual domestic servants quarters.

5. No building shall be located nearer than 10 feet to any interior lot lines, for the purpose of these 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.

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6. Not more than one dwelling house may be erected on any one lot as shown on the recorded map and no lot shown on said map 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. However, this restriction will not be construed so as to prevent duplexes being built.

7. No building shall be erected, placed, altered, or permitted to remain on any lot in the subdivision having a floor area less than those specified below. In the case of a ranch type home, a minimum of 1500 square feet on the main floor. In the case of a split foyer or basement type home, a minimum of 1300 square feet on the upper floor only. In the case of a two story home, a minimum of 900 square feet on each floor. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, porches, carports, or garages.

8. No building shall be erected, placed, or altered or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plans showing the location of such building or alternations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Jan Nielsen, said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will 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 75 per cent of the parties owning lots within a 200 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 200 foot radius desire that approval be given, the same shall be deemed approved by the Planning Committee during the time of construction. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

9. 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.

10. No trailer, basement, tent, shack, garage, barn or other out building erected on the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of temporary character be used as a residence.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Said easements are 5 feet on each side of all interior lot lines and 10 feet where the subdivision abuts on property owned by others and as shown on the recorded map.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property of sale or rent of signs of not more than 5 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, 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.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals on this the 2nd day of August, 1972.

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Jan Nielsen
Jan Nielsen

STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, JAN NIELSEN, THE within named bargainer, 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, in Knox County, this
2nd th day of August, 1972.

Richard W. Etkin
Notary Public

My Commission Expires: 1-26-74



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REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE

State Tax ☒ Recorded At 20 o'clock P. M.

In Note Book No 666 On the 4 Day of Aug, 19 72

Recording fee

Samuel C. Hay

2 45657 800006.00 CA

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