

THIS INSTRUMENT PREPARED BY:
Knox Capital Corporation
610 S. Gay Street
Knoxville, Tennessee 37901

INSTRUMENT NO. 35026

DECLARATION OF RESTRICTIONS

PLUMB CREEK SUBDIVISION UNIT ONE

WHEREAS, the undersigned, KNOX CAPITAL CORPORATION, of Knoxville, Knox County, Tennessee, is the owner of a tract of land in the Sixth Civil District of Knox County, Tennessee, and known as PLUMB CREEK SUBDIVISION, UNIT ONE, map of the same of record in Map Book 65S, page 48, in the Register's Office of Knox County, Tennessee and

WHEREAS, the 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 KNOX CAPITAL CORPORATION, does hereby covenant and agree 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 said lots in the 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 1997, 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. Invalidity 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 numbered lots in the tract excluding that portion shown on the recorded map for future development, 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 a private garage and the usual domestic servants quarters.

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.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1300 square feet. In computing the said minimum floor area measurements 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 will be considered. In a one and one-half or two story house, the first floor must not be less than 900 square feet and the remaining area in said house must have a minimum of 400 square feet on the second floor. In rancher-basement houses or split foyer houses the top floor must have 1100 square feet minimum. In split level or tri-level houses there must be a minimum of 1100 square feet on the top two floors, such two floors not to include basements.

8. 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 plans 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 Roger League, Dave Branham, and Walt Dickson, 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 of 75 per cent of the parties owning lots within 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. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

9. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. The above mentioned Planning Committee shall have the duty and power to inspect these swales upon completion of each house, and to reject inadequate swales, and require them to be corrected by the person building on that lot. It shall also be required that each builder who constructs a house on a lot with the driveway on the lower side of the lot shall be required to install a curb on the driveway to divert water away from the lot below his driveway. The above mentioned committee shall decide if and where such curbs are to be installed, and has the power to require that these curbs be installed at the expense of the individual builder. Powers and duties of such Committee shall cease on or after 1 January 1983. 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 by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

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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.

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 (1) sign of not more than five square feet advertising the property for sale or rent or signs of not more than five (5) square feet used by the builder to advertise the property during the construction and sales period.

14. 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.

15. 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 said KNOX CAPITAL CORPORATION, has hereunto set his hand and seal this 21 day of Sept 1977.

KNOX CAPITAL CORPORATION
By [Signature] Secretary

State of Tennessee

County of Franklin

Before me, [Signature]

for the County and State aforesaid, personally appeared George Rathledge a Notary Public in and

with whom I am personally acquainted and who upon oath acknowledged himself

to be the Secretary of Knox Capital Corporation

the within named bargainor, a corporation and that he as such Sec being

authorized so to do, executed the foregoing instrument for the purposes therein contained by signing, the name of the corporation by himself as Sec and affixing

thereto the corporate seal.

Witness my hand and official seal at office this 21 day of Sept 1977

My Commission Expires: 6-18-79

[Signature] Notary Public.



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RECEIVED FOR
RECORDING

DURWARD O. SHARP
REGISTER OF DEEDS
NOTE BOOK 178
SEP 21 3 52 PM '77