

This instrument prepared by Charles D. Mounger Jr., Atty.,  
613 1/2 Market Street  
Knoxville, Tennessee

## PROTECTIVE COVENANTS FOR RIPPLING WATERS, UNIT ONE

WHEREAS, the undersigned, H. P. Nicely and wife Josephine T. Nicely are the owners of certain real estate located in Knox County, Tennessee, the Sixth Civil District thereof, known as RIPPLING WATERS, UNIT ONE, there being twenty three (23) lots according to plat thereof of record in Map Book 50-S page 5, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the undersigned owners of said RIPPLING WATERS, UNIT ONE, desire certain Restrictive Covenants be declared and recorded, which covenants shall be binding upon all owners of any part of said land included in said recorded plat;

NOW, THEREFORE, H. P. NICELY and wife JOSEPHINE T. NICELY do hereby covenant and agree with all subsequent owners or purchasers of lots in said plat of the above described property, that the following Restrictive Covenants shall be covenants running with the said land in said subdivision, and be binding upon all subsequent owners of any of said lots in said subdivision, to-wit:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until September 1, 1990, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 real property 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or Court order shall in no way affect any of the other provisions



which shall remain in full force and effect.

A. All lots in the tract shall be known and described as residential lots.

No structures shall be erected, altered, placed, or permitted to remain on any residential plot other than one detached single-family dwelling.

B. No buildings shall be located on any residential building lot nearer than Thirty five (35') feet to the front lot line in Block "A" as shown on said map, nor nearer than Fifty (50) feet to the front lot line in Block "B" as shown on said map, nor nearere than fifteen (15) feet to any interior or side lot line.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 22,000 square feet or a width of less than one hundred feet (100) at the front building set back line.

D. 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.

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

F. No dwelling costing less than Twelve thousand (\$12,000.00) dollars shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of open porches and garages, shall be not less than one thousand (1,000) square feet.

G. No lot in said subdivision shall be subdivided.

H. Easements are reserved as shown on the recorded plat, for utility, installation, maintenance, and drainage.

I. No livestock shall be kept on any lot in the subject tract.

J. No individual sewage-disposal system shall be



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permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both State and Local Public Health Authorities. Approval of such system as installed shall be obtained from such authority.

K. No house shall be occupied until completed, as a residence or living quarters.

IN WITNESS WHEREOF, The parties hereto have set their hands and seals, this the 4th day of September 1970, at Knoxville Tennessee.

*Josephine T. Nicely*  
\_\_\_\_\_  
*Josephine T. Nicely*

STATE OF TENNESSEE  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, the within named bargainors, H. P. Nicely and wife Josephine T. Nicely, 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, Tennessee, this the 4th day of September 1970.

*Charles D. Mungert*  
\_\_\_\_\_  
Notary Public

My comm. expires: 7/17/72



REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE  
State Tax ☒ Recorded At 12:30 P.M.  
In Note Book NS-4 On the 8 Day of Sept 1970  
Recording fee:  
*Barbara A. Hay*  
Register

882578 00000450CA

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