

This instrument prepared by:
Zach Brantley
404 Moser Lane
Knoxville, Tennessee 37922

INSTRUMENT NO. **023321**
RECEIVED FOR
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MAY 10 2 21 PM '89
NOTE BOOK
STEVE HALL

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Zach Brantley and Fred Pippin, of
Knoxville, Knox County, Tennessee, are the owners of a tract of land in
the Sixth Civil District of Knox County, Tennessee, and known as SPRING
RIDGE SUBDIVISION, map of the same of record in Map Book L-50A page

___, in the Register's Office for Knox County, Tennessee, and 01 *

WHEREAS, the said owners are 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.

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NOW THEREFORE, in consideration of the premises and the mutual
benefit to be derived by all parties concerned, the said owners do
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. Effective Date These covenants are to take effect
immediately and shall be binding on all parties and all persons claiming
under them until January 2010, at which time said covenants shall be
automatically extended for successive periods of ten (10) years unless
by vote of the then owners of lots, it is agreed to change said
covenants in part or in whole.

2. Proceeding For Violation If the parties hereto or any of
them or their assigns, shall violate or attempt to violate any of the
covenants herein, it shall be lawful for any person or persons owning
any real property situated in said development or subdivision to
prosecute any proceedings at law or in equity against any person or
persons violating or attempting to violate any such covenants.

3. Court Orders Invalidation of any of these covenants by
judgement or court order shall in no wise effect any other provisions
which shall remain in full force and effect.

4. Land Use and Building Type All lots in the tract shall be
known and designated as residential lots. No structure shall be
erected, altered, placed or permitted to remain on any lot other than

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one detached dwelling not to exceed two stories in height and a private garage for two cars. No dog runs or pens may be erected or placed on any lot. The whole of the back yard may be fenced from the back corner of the house to the lot line and then down the back yard side line and across the rear of the lot. Fences can not be used in the front of the house.

5. Building Location Building locations shall conform to setback lines as shown on subdivision plat of record. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

6. Lot Area No residential structures shall be erected, or placed on any building plot, which plot has an area in square feet of less than ten thousand (10,000) ft².

7. Nuisances No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inoperable car or truck may be parked on the street or on any lot in this subdivision. No trash, garbage, rubbish debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of said lane, nor upon any land or lands contiguous thereto.

8. Temporary Structures No trailer, basement, tent, shack, garage, barn or other out buildings erected in 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.

9. Dwelling Size No dwelling shall be permitted on any lot which has less than sixteen hundred (1600) square feet of living area for a one story dwelling with attached carport or garage or seventeen hundred fifty (1750) square feet for a one story dwelling with the garage in the basement. Split-level and/or split foyer dwellings shall be considered as one story dwellings, and in calculating square footage, the lower level shall not be considered. Two story dwellings shall have not less than eight hundred (800) square feet on the first floor and not less than five hundred (500) square feet on the second floor. One and one-half story dwelling shall be considered as two story houses for the purpose of calculating square footage. All dwellings shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority.

10. Fences No yards or front access may be fenced. Fences may be erected from the back corners of the dwellings to the side line and down the side lines of said lot and across the back.

11. Garages All garages and/or carports shall be a part of the main structure and shall have a capacity for at least two automobiles.

12. Building Procedure When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Said residence and all related structures shown on plans and specifications must be completed according to plans and specifications submitted to the Owners of said subdivision or his designated agent.

13. Approvals No building shall be erected, altered or permitted to remain on any lot in the subdivision until the building plans and specifications and the plot plans showing the location of said building or alterations have been approved in writing as to conformity and harmony with existing structures in the subdivision by the Owners or their designated Agents or Successors. In the event said Owners,



their Agents or Successors, fail to approve or disapprove such design or location within thirty (30) days after said plans and specifications have been submitted, such approval will not be required, and this covenant shall be deemed fairly complied with. In the event said Owners, their Agents or Successors reject plans submitted for approval under this paragraph the party(ies) submitting the plans may take the necessary alterations to said plans and re-submit for approval or upon written request or application of 75 percent 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 200 foot radius desire that agents or successors. A complete set of plans and specifications of the house to be built shall be left with said Owners, their Agents or Successors during the time of construction.

14. Drainage. It shall be required that each individual who constructs, or has constructed a house or a particular lot shall install proper drainage swales on all lot lines. The above mentioned Owners, their agents or successors, shall have the duty and power to inspect these swales upon completion of each house and to reject inadequate swales and to require them to be corrected by the purchaser of that lot. It shall also be required that each person building or having built a house on a lot with the driveway to divert water away from the lot below his driveway. The Owners shall decide if and where such curbs are to be installed, and have the power to require that these curbs be installed at the expense of the individual lot owner. Water run-off during construction shall be controlled by the individual owner of each lot according to standards set by the Town of Farragut Waste Water Board.

15. Easements. Easements are reserved for drainage and utility installation and maintenance in accordance with those shown on recorded map.

16. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

17. Ornamental Figurines. There are to be no ornamental figurines placed in the front yard with the exception of bird baths and/or fountains of reasonable size and proportion that are in keeping with the architectural character of the area and approved by the architectural review board.

18. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, cats or other household pets may be kept but not bred or maintained for commercial purposes of any kind. No rabbit hutches or hutches for any animal or poultry may be built or kept on any lot. No dog runs or pens may be built. No more than two pets per household may be kept if said pets are outside pets.

19. Sanitary Facilities. All lots in this subdivision are on a sewer line and every property owner must use said sewer line. No septic tanks nor outside toilets shall be permitted in this subdivision.

20. Occupancy. No house constructed on any lot in this subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which landscaping shall be consistent and in keeping with the surrounding neighborhood. No building situated on any lot or building plat shall be rented or leased separately from the rental or lease of the entire property and no part of such building shall be used for the purpose of renting rooms therein or as a boardinghouse, hotel, motel, tourist or motor court or other transient accommodation. No duplex residences, garage apartments or apartment house shall be erected or allowed to remain on any lot or building plot and no building in this subdivision shall be converted into a duplex or apartment house.

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21. Construction All dwellings will have brick or stone veneer on front of structure and all basements will be of poured concrete. Roof pitches will be 6/12 or greater. Windows will be wooden. Each lot will have at least 3 foot wide sidewalk at curb.

IN WITNESS WHEREOF, this instrument executed this 0th day of MARCH, 1989 at Knoxville, Tennessee.

CRAFTMASTER BUILDERS

By: Bah Brantley
PRESIDENT

Attest:

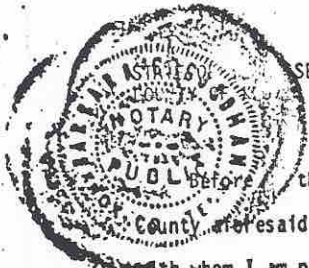
M. Elizabeth Kitts
SECRETARY

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the undersigned a Notary Public in and for the State and County of said personally appeared Zack Brantley, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Craftmaster Builders, the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Knoxville, Tennessee, this 10th day of March, 1989.

Barbara C. Goodman
NOTARY PUBLIC

My Commission Expires: My commission expires Mar. 18, 1991



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