

This instrument prepared by: E. L. Underwood *E. L. Underwood*  
2550 Sutherland Ave., Knoxville, Tennessee

INSTRUMENT NO. 32739

DECLARATIONS OF RESTRICTIONS  
OF TWIN SPRINGS

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WHEREAS, LeROY COBBLE and EARL L. UNDERWOOD have caused to be subdivided a tract of land located in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, which tract was conveyed to them by deed dated the 14th day of April, 1972, recorded in Deed Book 1490, Page 064, and Correction Deed dated the 23rd day of February, 1977, recorded in Deed Book 1603, Page 998, and Deed dated the 23rd day of February, 1977 and recorded in Deed Book 1603, Page 1000, in the Register's Office for Knox County, Tennessee.

WHEREAS, said subdivision is known as TWIN SPRINGS, the map of which is of record in Map Book 65-S, Page 46, in the Register's Office for Knox County, Tennessee, and these restrictions shall apply to those lots appearing on the plat dated June 30, 1977, prepared by Batson & Himes, Engineers, and

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this subdivision and in order to establish a sound value for these lots to record these building restrictions so that they may be of public record.

NOW, THEREFORE, in consideration of the premises, the said LeROY COBBLE and EARL L. UNDERWOOD bind themselves, their heirs and assigns, to impose and they do hereby impose the following covenants that run with the land on the lots in said subdivision as shown on said Map, said covenants are as follows:

1. These covenants are to take effect immediately, being the 30th day of August, 1977, and shall be binding on all parties and all persons claiming under them until August 30, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot which he owns.

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 his or them from so doing, or to recover damages or other dues for such violation.

3. Invalidity 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 a private garage and the usual domestic servants' quarters.

5. No building shall be located on any lot nearer to the front line than the building setback line as shown on the recorded plat, nor nearer to any side street line than the setback line shown on the recorded plat except with the express and written consent and waiver by the subdivider, it being distinctly understood that the subdivider reserves the right at all times with respect to all lots to allow houses to be adapted to the terrain in the subdivision. 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 portion of the building to encroach upon another lot.

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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 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. Minimum sizes of houses erected in this unit of TWIN SPRINGS shall be as follows:

A split-foyer, split level or basement house shall consist of 1350 square feet (main level). A one story house shall consist of 1500 square feet on the main living level. A two-story house shall consist of 1100 square feet on the ground level.

No house shall be erected, placed, altered or permitted to remain on any lot in TWIN SPRINGS in violation of such established minimum. All dwellings shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory, shall conform in workmanship and materials to the standard building practice for the State of Tennessee, shall be consistent with all construction in the subdivision.

8. No building shall be erected, placed, 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 alteration have been approved in writing as to conformity and harmony with existing structures in the subdivision owned by LeROY COBBLE and EARL L. UNDERWOOD. In the event said owners fail to approve or disapprove such design or location within ten (10) days after said plans and specifications shall have been submitted to them, such approval will not be required, and this covenant will be deemed fully complied with. In the event said owners reject plans submitted for approval under this paragraph, upon written notice by 75% of the lot owners within a 200 foot radius of said lot in question at the time said approval is requested, stating that said owners of said property within 200 foot radius desire that approval be given, the same shall be deemed approved by the said owners.

9. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall any activity 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 a temporary character be used as residence.

11. No sign of any kind shall be displayed to the public view on any lot except one professional sign or not more than one (1) square foot, one sign of not more than five (5) feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

12. 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 purpose.


13. No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No house constructed on any lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

15. The subdivider reserves an unlimited right to alter these restrictions when such action is deemed necessary for the further development of the subdivision.

IN WITNESS WHEREOF, the said LeROY COBBLE and EARL L. UNDERWOOD have caused this instrument to be executed on this the 31 day of August, 1977.

  
LeROY COBBLE

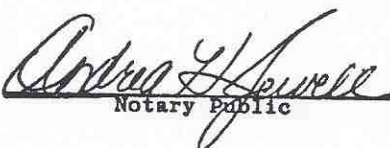
  
EARL L. UNDERWOOD

STATE OF TENNESSEE )  
COUNTY OF KNOX ) ss.

On this the 31 day of August, 1977, before me personally appeared-----LeROY COBBLE and EARL L. UNDERWOOD-----to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



  
Notary Public

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