

THIS INSTRUMENT WAS PREPARED BY

Barbara Jean Kear
NAME ADDRESS2801 Geneva Rd.
Knoxville, In. 37932

DECLARATION OF RESTRICTIONS

VALLEY VIEW LANDING

WHEREAS, the undersigned, RALPH C. KEAR and wife BARBARA JEAN KEAR, of Knox County, Tennessee, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee and known as VALLEY VIEW LANDING subdivision, as shown by plat of survey prepared by Robert H. Waddell Engineers, and recorded in Cabinet No. N Slide 34A, in the Register's office of Knox County, Tennessee and

WHEREAS, the said owners are 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 in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, and said RALPH C. KEAR and BARBARA JEAN KEAR do hereby covenant and agree with all subsequent owners of the lots in said subdivision that the following restrictive 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 said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them for 20 years from execution, September 10th 2013, at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote 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 plus a basement and a private garage and the usual domestic servants quarters. All lots shall be subject to the following square footage requirements: (a) Houses with one and one-half or two stories shall contain at least 1100 square feet on the ground floor and a total of at least 2600 square feet on both floors. (b) Houses with one story or one story and a basement shall contain at least 1800 square feet on the upper most level. The computation of square footages shall be exclusive of porches and garages. All houses must have a minimum two-car garage that will accommodate at least two large-size automobiles. The Planning Committee shall have authority to allow the two-car garage in a basement house to be located in the basement if in its opinion the house is large enough and does not destroy the aesthetics of the house.

5. All buildings shall meet the setback lines to comply with the regulations of the County of Knox, unless the Planning Committee requires greater setbacks.
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 proceeds or process of any kind, except for the purpose of increasing the size of another lot.
7. All fencing and walls must be attractive and consistent with color and materials used on the house and must be approved by the Planning Committee. Chain link fences are prohibited unless approved by the Planning Committee.
8. No radio or television receiving or transmission aerial, antenna, or dishes nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a building lot or on any portion of any building lot not occupied by a building or other structure, unless approved by the Planning Committee.
9. All fireplaces and chimneys shall be of masonry construction unless otherwise approved by the Planning Committee.
10. Roof pitches shall be 8/12 or steeper, unless approved by the Planning Committee.
11. All driveways to be paved with asphalt or concrete or other materials approved by Planning Committee.

12. Outside light poles, etc., have to be approved by Planning Committee.
13. 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.
14. 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. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
15. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. Owners reserve the right to display signs of a larger size for promotion of the development.
17. 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 commercial purposes, and are not a nuisance to the subdivision.
18. No lot shall be used or maintained as a dumping ground for rubbish, trash, hazardous waste, 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, and shall be screened. Heating and air conditioning systems and garbage cans shall be concealed from view by appropriate screening which must be approved by the Planning Committee.
19. All above-ground exterior foundation walls shall be veneered with brick, stone, or other approved by the Planning Committee.
20. No out-buildings such as pool houses, carports, or detached garages, shall be built unless approved by Planning Committee, any such out-buildings shall be in

substantial conformity with the architectural design used for the main dwelling.

21. No building shall be erected, placed, altered or permitted to remain on any building lot in the subdivision until the building plans and specifications and the lot 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 RALPH C. KEAR and one or two other member (s) appointed by RALPH C. KEAR, said committee to be known as the Planning Committee. RALPH C. KEAR shall have the authority to replace the other committee members at any time and for any reason. In the event of the death of RALPH C. KEAR, the Executor (s) of his estate shall exercise his powers under this paragraph. In the event said committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75% of the parties owning lots with a 600 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 600 foot radius desire the 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.
22. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities and reservations given to or reserved by it by any part or paragraph of these covenants and restrictions.
23. For the purpose of further insuring the development of said land as a residential area of highest quality and standards, and in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee has the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether

attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Planning Committee shall require, including, if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications, as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, and the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

24. The Planning Committee shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity in any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions hereof relating thereto)

if the Planning Committee, in its sole judgment, determines that such release is reasonable and does not substantially affect any other building lot in an adverse manner.

APPROVED: [Signature] Date: [Date]
[Signature] [Title]

APPROVED: [Signature] Date: [Date]
[Signature] [Title]

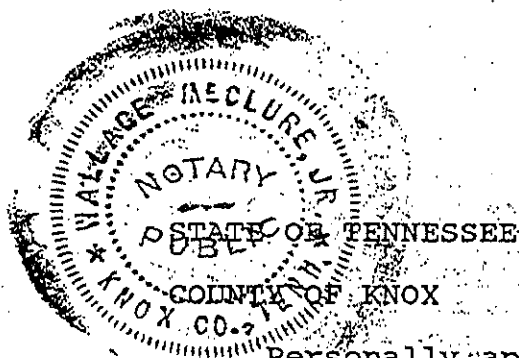
APPROVED: [Signature] Date: [Date]
[Signature] [Title]

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IN WITNESS WHEREOF, the owner has executed this instrument on this the 10th day of September, 1993.

Ralph C. Kear
RALPH C. KEAR

Barbara Jean Kear
BARBARA JEAN KEAR



Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, RALPH C. KEAR and wife BARBARA JEAN KEAR, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, 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, this 10th day of September, 1993.

Wallace McClure, Jr.
NOTARY PUBLIC

My Commission Expires: 9-18-94

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