

Richard B. Roth 9216 S. 1st St. #1

WELLINGTON WEST SUBDIVISION

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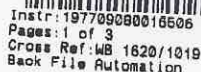
WHEREAS, the undersigned REGENCY HOMES, INC., of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as WELLINGTON WEST SUBDIVISION, as shown on the map of the same of record in Map Book 655, page 49, in the Register's 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 REGENCY HOMES, INC. 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 of 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 of them from 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. LAND USE AND BUILDING TYPE, All lots in WELLINGTON WEST SUBDIVISION shall be known and designated as residential lots.
5. 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 alterations have been approved in writing as to conformity and harmony with existing structures in the subdivision by REGENCY HOMES, INC. or OFFICERS of REGENCY HOMES, INC. In the event said representatives fail to approve or disapprove such design or location within ten days after said plans and specifications shall have been submitted to it, such approval will not be required and this covenant will be deemed fully complied with. In the event said representative rejects plans submitted for approval under this paragraph upon written notice of 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 said representative.

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6. No building shall be located on any lot nearer to the front lot line than the building set-back line as shown on the recorded plat, nor nearer to any side street line than the set-back line shown on the recorded plat. No building shall be located nearer than 8 feet to any interior lot line except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building set-back line. 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 to encroach upon another lot.
7. 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 with the usual domestic servants quarters.
8. No fencing, wood or metal, shall be erected or placed or permitted for the purpose of restricting front or side yard of any lot.
9. LOT AREA AND WIDTH. No residential structures shall be erected or placed on any building plot, which plot has an area in square feet of less than the smallest lot shown on the recorded plat or a width of less than the narrowest lot at the front building set-back line as shown on the recorded map.
10. NUISANCE. 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. DWELLING COST, QUALITY AND SIZE. No building shall be erected, placed or altered or permitted to remain on any lot in this subdivision having a ground floor area of the main structure exclusive of one story open porches and garages of less than 1,000 square feet in case of a one story dwelling or 1000 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have no less than 1000 square feet. In case of a split-level the upper two levels must have no less than 1000 together. In case of a two story, the ground floor must have no less than 700 square feet and the second must have no less than 600 square feet.
12. SPECIAL DESIGNS may be approved by committee providing said design does not fall in categories specified in Item No. 11.
13. TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in 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.
14. EASEMENTS. A perpetual easement is reserved along the lot lines for utility installation and maintenance in accordance with these easements shown on the recorded plat.
15. 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 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

16. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs or other household pets may be kept provided they are not kept, bred and maintained for any commercial purposes.

17. GARBAGE AND REFUSE DISPOSAL. 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 material shall be kept in a clean and sanitary condition.

18. SEWAGE DISPOSAL. Until sewage disposal facilities are available, every residence shall have a septic tank installed to meet State requirements and County inspections, and in such a manner as to fully comply with all laws and health regulations.

IN WITNESS WHEREOF, the said REGENCY HOMES, INC. hath hereunto caused these presents to be signed by its President on this _____ day of _____, 1977.

REGENCY HOMES, INC.

BY: Richard A. Pratt
Richard A. Pratt, Pres.

ATTEST:

BY: Anita June Pratt
Anita June Pratt, Secretary

STATE OF TENNESSEE)
COUNTY OF KNOX) SS:

Before me, Peggy Endicott, a Notary Public in and for said County and State aforesaid, personally appeared Richard A. Pratt, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the President, of Regency Homes, Inc., the within named corporation, and that he as such President being authorized so to do, executed the foregoing instrument, be signing the same of the corporation by himself as President.

Witness by hand and seal, at office in Knox County this the 8th day of September, 1977.

My Commission Expires: 6-23-80



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