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Inspecially / The BAS, A. J. Hurst and wife Cladys Hurst, this the 15th day of January 1966, have caused to be subdivided a tract of land located in the 6th Civil District, Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, which tract was conveyed to them by deed dated June 2,1965, from Marion Johnson and wife Mary Ualah Johnson and of record in Deed Book 1409, page 93 in the Register's Office for Knox County, Tennessee,

> WHIREAS, said sub-division is known as Westward Star, the map of which is recorded in Map Book 43-5, page 16 in the Register's Office for Knox County, Tennessee, and

> WHIREAS, it is now desired for the benefit and protection of purchasers of lots in this sub-division 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 A. J. Hurst and wife Gladys Hurst bind themselves, their successors, heirs and assigns to impose and they do hereby impose the following covenants that run with the land on the lots in said sub-division as shown on said map, said covenants are as follows:

- These covenants are to take effect immediately, and shall be binding on all parties and all persons claiming under them until January 15, 1986, 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.
- If parties hereto or any of 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 sub-division 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 from so doing, or to recover damages or other dues for such violation.
- Invalidation of any one of those covenants by judgement or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
- 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.
- No building shall be located on any lot nearer to the front 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 12 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.
- 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 sub-divided or reduced in size by any device, voluntary alienation, partition, judical sale or other process or process of any kind, except for the purpose of increasing the size of another lot.
- 7. No building shall be erected, placed, altered or permitted to remain on any lot in this sub-division having a ground floor area of the main structure, exclusive of one story open porches and garage of less than 1200 square feet, in the case of one story dwelling, 800 square feet in the case of a two story dwelling. Concrete or cinder blocks shall not be left exposed or used as a masonry finish.
- 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.
- No trailer, basement, tent, shack, garage, barn or other outbuilding orocted 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.

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- 10. Five foot utility and drainage easements along all lot lines.
- 11. 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 during the construction and sales period.
- 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 purposes.
- 13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition
- 14. Until sewage disposal facilities are available, every residence shall have a septic tank which shall be installed in a manner as to fully comply with all laws and health regulations of the State Health Department.

IN WITNESS WHEREOF, the said A. J. Hurst and wife Cladys Hurst have caused this instrument to be executed and their names to be signed, this the 15th auy of January, 1966, A.D.

Mitheliast -

Personally appeared before me acce. A large public in and for said County
the willy manual majority of the large transfer of the said county of the will be presented the will instrument for
the DTARGE Formation.

We commission exploses and the large transfer of th

REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE State Tox

State Tox O'clock M., and entered Recorded at 157 on the following date in Note following feet

for the following fee:

Gordon Sams \$26,37590 800002.00CA

REGISTER

Instr: 196601260000042

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THIS INDIRUENT PREPARED BY: Paye R. Ball 1910 Jackson Road Knoxville, Tennessee

## AMENDMENT TO DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, A. J. Hurst, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knoxville, Knox County, Tennessee, and known as Westward Star Subdivision, as shown on the map of the same of record in Map Book 43-S, Page 16, in the Register's Office for Knox County, Tennessee, and,

WHEREAS, the said owner is desirous that the Declaration of Restrictions of record in Book 1313, Page 219, in the Register's Office for Knox County, Tennessee, be amended and said Declaration of Restrictions are hereby amended as follows:

Paragraph 7: No building shall be erected, placed, altered, or permitted to remain on any lot in this subdivision having a floor area of less square feet than is set out below.

In computing said minimum floor area, no basement area, whether finished or unfinished, porch, carport, or garage shall be included. In the case of a one story ranch model dwelling, one thousand sixty (1060) square feet. In the case of split foyer model dwellings, one thousand (1000) square feet in the upper level, and the lower level, whether finished or unfinished, shall not be included. In the case of split level model dwellings, one thousand sixty (1060) square feet on the main level and upper level, and the lower level, whether finished or unfinished shall not be included. Concrete or cinder blocks shall not be left exposed or used as a masonry finish. IN WITNESS WHEREOF, the undersigned, A. J. Hurst, has

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day of February, 1967. hereunto set his hand and seal this

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OFFICE, KNC COUNTY, TENNESSEE

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STATE OF TENNESSEE

COUNTY OF KNOX

a Notary Public in and for said county, the within named bargainor, A. J.

Hurst, with whom I am personally acquainted and who acknowledges that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 23 day of

February, 1967.

My Commission Expires: March 13 1968

Notary Public

14V.011

This instrument prepared by Carey E. Garrett, Attorney 220 Mercantile Building Knoxville, Tennessee

Instr: 196702230000013

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