

This instrument prepared by:  
Walt Dickson  
9052 Middlebrook Pike  
Knoxville, TN 37923

INSTRUMENT NO. **051615**

DECLARATION OF RESTRICTIONS

WILLOW BROOK SUBDIVISION, FORMERLY SMOKY VALLEY SUBDIVISION

WHEREAS, the undersigned, Walt Dickson, of Knoxville, Knox County, Tennessee, is the owner of a tract of land in the Sixth Civil District of Knox County, Tennessee, and known as Willow Brook Subdivision, formerly known as Smoky Valley Subdivision, map of the same of record in Cabinet K, Slide 208C, 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.

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NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Walt Dickson, 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 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 January 1, 2010, at which time said covenants shall automatically extend 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 assignees 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 violated or attempting to violate any such covenants, and either to prevent him or them from so doing or to recover damages or other suits for such violations.
3. Invalidation of any one of these 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.
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 three (3) stories in height and a private garage and the usual domestic servants quarters. No duplexes allowed, no conversion of a single family dwelling to a duplex.
5. No building shall be located nearer than 20 feet from the front lot line, and five (5) feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall be considered as a part of the building, provided, however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall be no nearer than five (5) feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on interior lot nearer than 25 feet to the rear lot lines. Setback restrictions of the Knox County Planned Residential Zone must be met on all houses.
6. Not more than one dwelling house may be erected on any lots as shown on the recorded map and no lot shown on said map may be

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subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process or processes of any kind, except for the purpose of increasing the size of another lot. A Committee composed of Walt Dickson, Gordon Enger, and Bill Curtis, shall have the power to resubdivide any lot or lots in the subdivision to make additional lots, or for any other purpose.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1,200 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, and will include all basement areas, porches, carports, and garages.

8. No building shall be erected, placed, althered, or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plans showing the location of such building or alternation have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of Walt Dickson, Gordon Enger, and Bill Curtis, said committee to be known as the Planning Committee. In the event said committee fails to approve such design and location within ten(10) days after said plans and specifications have been submitted to it, approval is automatically denied. The Planning Committee shall also have the power to approve or disapprove exterior paint color used on houses. A complete set of plans and specification of the house to be built shall be left with said Planning Committee during the time of construction.

9. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. The above mentioned Planning Committee shall have the duty and power to inspect these swales upon completion of each house, and to reject inadequate swales and require them to be corrected by the person building on that lot. It shall also be required that each builder who constructs a house on a particular lot with the driveway on the lower side of the lot, be required to install a curb on the lower side of the driveway to divert water away from the lot below his driveway. The above mentioned Committee shall decide if and when such curbs are to be installed, and has the power to require that these curbs be installed at the expense of the individual builder. It shall be the responsibility of of each builder to maintain a clean and neat construction site at all times, and to clean the street in front of his lots upon completion of the house. On all lots which border drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these drainage areas. The committee shall enforce this restriction. Powers and duties of such Committee shall cease on or after January 1, 2010. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereof a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or executed by said Committee. The creek channel behind and between lots 19, 20, 21, and 22 shall not be altered.

10. 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. During construction or after, no builder is allowed to push brush, trees, dirt or trash of any kind onto any vacant lot. All trees, brush, trash, etc., must be buried or hauled out of the subdivision by builders.

11. No trailer, basement, tent shack, garage, barn or other out buildings erected on the tract shall at any time be used a residence temporarily or permanently nor shall any structure of a temporary characted be used as a residence. Storage sheds during construction are not permitted. No fences can be constructed around front yards, unless they are split rail fences. No chain





link or other fence except split rail can be installed on corner lots fronting roads, including back yards. All chain link fences must be approved by the planning commission.

12. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

14. 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.

15. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary container. All incinerators or other equipment for the storage of such material shall be kept in clean and sanitary condition. No junk or inoperable vehicles may be parked in the driveways at any time.

16. No lot can be used for access to adjoining properties or houses.

17. The above mentioned Committee shall have the absolute power to change or alter any of the above restrictions at any time until January 1, 2010. This restriction takes precedence over all other restrictions # 1 thru # 16 with no exceptions.

Walt Dickson  
Walt Dickson

STATE OF TENNESSEE

COUNTY OF KNOX

BEFORE me, a Notary Public in and for the County and State afore-said, personally appeared Walt Dickson, with whom I am personally acquainted. Witnessed this 26th day of August, 1989.

Marta S. Knight  
NOTARY PUBLIC

10-24-89  
COMMISSION EXPIRATION DATE



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