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L-136

Protective Covenants & Restrictions

039627

Wren's Crossing Subdivision

June 26, 1989

Location: Snyder Road, Knoxville, 12.698 acres divided into 36 lots, District 6 Knox County, C-L-T No. 130 Part of Parcel 145 Ref. Cabinet L, Slots 150-C & 150-D

Developer: Lyle B. Lee  
7721 Montfaye Road  
Powell, Tennessee 37849  
Phone 947-9435

Document prepared by: Martha J. Lee  
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Part A. Area of Application

The residential area covenants in Part B. in their entirety shall apply to all 36 lots in Wren's Crossing Subdivision..

Part B. Residential Area Covenants

B-1 Land Use and Building Type .

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling.

3200 F  
3200 E  
000 B

B-2 Architectural Control.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer, Lyle B. Lee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front of dwelling similarly approved. No fence shall be higher than 5 feet. All homes shall be 75 % brick veneer on outside walls with no foundation visible above grade level. Lots 30, 31, 32, 33 & 34 will not be required to be 75 % brick. All homes shall have one car garages.

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B-3 Dwelling Size

The ground floor area of the main structure, exclusive of one-story porches and garages, shall be not less than 1000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

B-4 Building Location

(a) No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street. No buildings shall be located nearer to the street property lines of said street.

(b) No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

(c) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

B-5

There shall be no re-subdividing of lots in Wren's Crossing Subdivision.

B-6 Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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B-7 Nuisances

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

B-8 Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence either temporarily or permanently.

B-9 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 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

B-10 Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised bred or kept on any lot, except that dogs, cats or either household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

B-11 Garbage and Refuse Disposal

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 containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Part G Procedure

The Developer, Lyle B. Lee, approval or disapproval as required in these covenants, shall be in writing. In the event the developer fails to approve or disapprove within 30 days after plans and specifications have been submitted to him, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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Part D General Provisions

D-1 Term

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

D-2 Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

D-3 Severability.

Invalidation or any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

Part E Attest

Lyle B. Lee

STATE OF TENNESSEE  
COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public of the state and county aforesaid, personally appeared LYLE B. LEE, with I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 23rd day of JUNE, 1989.



Kathleen G. McDonald  
Notary Public

My Commission Expires: 7-23-91 BOOK 1981 PAGE 0460