

H.F. Parker III

NAME

ADDRESS

1570

DECLARATION OF RESTRICTIONS
CLEAR BROOK FARMS SUBDIVISION

WHEREAS, the undersigned, William S. Nix and Linda V. Nix, of Knoxville, Knox County, Tennessee, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as Clear Brook Farms Subdivision as shown on the map of the same of record in Map Book 718, Page 32, in the Register's Office for 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 William S. Nix and Linda V. Nix do 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 upon 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, 2001, 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 or them from so doing or to recover damages or other dues for such violation.

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. No building shall be located nearer than 20 feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not 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 not be nearer than 20 feet to any lot line or in front of any building setback line as shown on map of record referred to above.

5. All numbered lots in the tract shall be known and designated as residential lots. 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 process of any kind, except for the purpose of increasing the size of another lot.

6. No more than one dwelling house may be erected on any double lot (1-2, 3-4, 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18) containing a minimum of 3.5 acres until August, 1988. No dwelling house may be erected on lot 17-18 until August 1988, except that the owner of said lot 17-18 may purchase from another lot owner the right to build on said other lot. In this manner, the restriction against building on lot 17-18 prior to August 1988 may be transferred to another lot; however, no more than a total of eight dwelling houses may be erected in Clear Brook Farms Subdivision prior to August, 1988. After August, 1988 and until January 1, 2001 no more than one dwelling house per single lot (1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18) may be erected and no lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process of any kind, except for the purpose of increasing the size of another lot.

SEE WB 2002-774 AMENDMENT

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7. No dwelling shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1,600 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, porches, carports, or garages. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one and one-half or two-story house, the first floor must not be less than 1,000 square feet where the total area is 1,600 square feet and the remaining area in said house must have a minimum of 600 square feet area. In split-level or tri-level houses, only the two top levels can be considered in computing the minimum square foot area, except 200 square feet can be counted in lower level if above grade and is finished. Four hundred square feet may be counted in basement of house if basement is finished and has two sides above grade.

8. 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.

9. Mobile homes and trailers will not be permitted on any lot in the subdivision.

10. 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.

11. No dwelling or outbuilding or planting shall be erected, placed, altered or permitted to remain on any lot in this subdivision if said dwelling or outbuilding or planting shall block the direct rays of the sun from a previously constructed dwelling on an adjoining lot. All outbuilding shall be approved by developer and shall be maintained in a neat and sanitary manner.

12. Owners of tracts shall be allowed to keep and maintain animals. However, no animals shall be kept and maintained in such numbers or such a manner as to create a nuisance to other lot owners. All owners of animals are required to keep those animals in a clean, safe and sanitary manner.

13. All lots of Clear Brook Farms Subdivision, except lots 1 and 2, are served by a private road. It shall be the responsibility of the owners of lots served by said private road to keep said road in a safe and well maintained manner. Developer shall be charged with maintaining said road for one (1) year from the date of this instrument and shall be vested with the right to assess each lot owner adjoining said private road up to \$100.00 (One hundred dollars) per year for maintenance of said private road. One year from the date of this instrument Developer shall call a meeting of lot owners and by majority vote (one vote per lot) lot owners shall elect from among themselves a private road chairman. Said chairman shall be charged with maintaining the above mentioned private road and shall be vested with the right to assess each lot owner up to \$100.00 per year for maintenance of said private road. Thereafter a private road chairman shall be elected annually and shall receive no compensation for his or her services.

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

15. 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.

16. 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 of such material shall be kept in a clean and sanitary condition.

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17. Until sewage disposal facilities are available, every resident shall have a septic tank and drain field which shall be installed in such a manner as to fully comply with all laws and health regulations.

18. No building shall be erected, placed, altered, 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 alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by the developer. In the event developer fails to approve or disapprove such designated location within 30 days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to be fully complied with. In the event said developer rejects plans submitted for approval under this paragraph, upon written request or application of 75 percent of the parties owning lots within a 400 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 400 foot radius desire the approval be given, the same shall be deemed approved by the developer. A complete set of plans and specifications of the house to be built shall be left with said developer.

19. Powers and duties of developer shall cease on or after 31 August, 1988. Thereafter, the approval required in above covenant shall not be necessary unless prior to said date and effective thereon, 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 representatives to thereafter exercise the powers previously executed by said developer.

20. Waiver and Modification. Developer hereby reserves the right in his absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants contained herein, as to any part of the Clear Brook Farms Subdivision subject to its declaration, then owned by William S. Nix and Linda V. Nix, and with the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or to relocate any of the lots, parcels, streets, or roads shown on any of the plats of Clear Brook Farms Subdivision. Interpretation of these restrictions shall be the sole duty of the developer and his judgement shall be final.

21. Assignment or Transfer. Any or all of the rights and powers, titles, easements, and estates reserved or given to developer in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by developer and developer shall thereupon be released therefrom.

William S. Nix Linda V. Nix

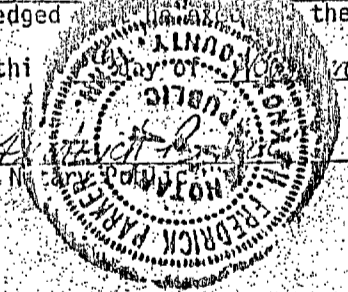
William S. Nix and Linda V. Nix

STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me H. Fredrick Perler a Notary Public in and for said County the within named bargainors William S. Nix and Linda V. Nix with whom I am personally acquainted, and who acknowledged the within instrument for the purposes contained therein.

Witness my hand and official seal at office, this 19th day of October, 1980.

My Commission Expires: 1/19/81



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