

David J. Leeds, President
Century Homes of Knoxville, Inc.
8813 Mallow Drive
Knoxville, Tennessee 37922

18814

~~INSTRUMENT NO. 18814~~

91
COMMERCIAL

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RECORDING
KNOX COUNTY

JUN 9 3 57 PM '82

STEVE HALL

DECLARATION OF RESTRICTIONS
OF
BEXHILL SUBDIVISION UNIT SEVEN

WHEREAS, the undersigned, CENTURY HOMES OF KNOXVILLE, 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 Bexhill Subdivision Unit Seven, as shown on the map of the same of record in Map Book 75-S, page 1, in the Register's Office for Knox County, Tennessee.

WHEREAS, the 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 CENTURY HOMES OF KNOXVILLE, 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 2000 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 judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.
4. LAND USE AND BUILDING TYPE: All lots in the subdivision shall be known and designated as residential lots except, Developer, who is the same party executing these restrictions, may use any lot in the subdivision for street purposes if it desires to do so at any time.
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 the conformity and harmony with existing structures in the subdivision by an officer of Century Homes of Knoxville, Inc. In event said representative fails 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.

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In the event said representative rejects plans submitted for approval under this paragraph, upon written notice of 75 per cent 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 the said representative.

6. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than 35 feet. 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 on a lot to encroach upon another lot.

7. **LOT AREA AND WIDTH:** No residential structure shall be erected or placed on any building plot which 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.

8. **NUISANCE:** No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, garage, barn or other type of outbuilding placed or erected in the Subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The Developer may, however, place on any lot construction trailers with a fenced in area to be used for building materials and equipment; said trailers and fence to be removed when construction on all lots in the subdivision is complete.

10. **FENCELINES:** There shall be no fences on the front of any lot or along the side of any lot or dwelling without the prior written approval of an officer of Century Homes of Knoxville, Inc. Fences may be installed in the rear of any dwelling so long as they are not more than six feet in height and do not detract from the overall appearance of the subdivision.

11. **CLOTHESLINES:** All exterior clotheslines and any clotheslines visible from the exterior of any dwelling are strictly prohibited.

12. **DWELLING COST, QUALITY AND SIZE:** No building shall be erected, placed, 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 1,200 square feet in case of a one story dwelling or 1,200 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have not less than 1,100 square feet. In case of a split-level the upper two levels must have not less than 1,100 square feet together. In case of a two story the two levels combined must have not less than 1,600 square feet of finished living area.

13. **EASEMENTS:** A perpetual easement is reserved along all lot lines for utility installation and maintenance in accordance with the easements shown on the recorded plat.

14. **SIGNS:** No sign of any kind shall be on display to the public view on any lot except a 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, and signs used by a builder to advertise the property during the construction and sales period, except that the undersigned Developer may place signs as it deems necessary in the development of the Subdivision.

15. **LIVESTOCK AND POULTRY:** 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 and do not constitute a nuisance.



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Pages: 2 of 4

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BOOK 1760 PAGE 152

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and all customary trash or garbage shall be kept in sanitary containers and as inconspicuously as possible. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary container.

17. It is agreed that the Developer or any other party or parties may with written permission of the Developer, construct or cause to be constructed a swimming pool, tennis courts, a club house or other recreational area or facility on any one or more lots in the subdivision.

18. It is further agreed that all mail boxes used in Subdivision must be of standard home size made of black metal, painted and the stand holding said mail boxes must also be metal painted black. This restriction may be waived only by the undersigned Developer.

19. It is further agreed that the undersigned Developer reserves the right to use any lot or lots in said subdivision for office, model and/or storage purposes, and the same may be in the form of a house, trailer or temporary building, provided, however, that when all of the lots in the subdivision have been sold said use will be discontinued and all trailers and temporary buildings will be removed.

20. RESERVATION OF RIGHT OF WAIVER: Developer reserves, however, the right to grant a waiver and release of any violation, present or prospective, of any provision of these restrictive covenants for the relief of an inadvertent error or to improve the site location of a dwelling house or for any other reason sufficient to the Developer, and for the good of the overall development of the subdivision and said Developer may make said waiver without the consent or approval of any other owners in said Subdivision.

IN WITNESS WHEREOF, the said CENTURY HOMES OF KNOXVILLE, INC., hath hereunto caused these presents to be signed by its President and attested by its Secretary pursuant to authority given by the Board of Directors of said Company, this 8th day of June, 1982.

CENTURY HOMES OF KNOXVILLE, INC

BY: David J. Leeds
David J. Leeds, President

ATTEST: Judy N. Johnson
Judy N. Johnson, Secretary



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Pages: 3 of 4

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BOOK 1760 PAGE 153

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared David J. Leeds, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of CENTURY HOMES OF KNOXVILLE, INC., the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and seal at office in Knox County, this 8th day of June, 1982.

Alice K. Leeds
Notary Public



My Commission expires: My commission expires June 29, 1982

BOOK 1760 PAGE 154



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David J. Leeds, President
Century Homes of Knoxville, Inc.
8813 Mallow Drive
Knoxville, Tennessee 37922

INSTRUMENT NO. 17976

DECLARATION OF RESTRICTIONS
OF
BEXHILL SUBDIVISION UNIT EIGHT

WHEREAS, the undersigned, CENTURY HOMES OF KNOXVILLE, 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 Bexhill Subdivision Unit Eight, as shown on the map of the 01* same of record in Map Book 808, Page 51, in the Register's Office for Knox County, Tennessee.

*1200.
*1200.5
*1200.2
*19008
*700.8

WHEREAS, the 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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2 7.177

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said CENTURY HOMES OF KNOXVILLE, 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 2000 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. Furthermore, all reasonable legal and other expenses incurred by the developer in the enforcement of these restrictions shall be recoverable as damages against any violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.
4. LAND USE AND BUILDING TYPE: All lots in the subdivision shall be known and designated as residential lots except, Developer, who is the same party executing these restrictions, may use any lot in the subdivision for street purposes if it desires to do so at any time.



Instr: 19803280011083
Pages: 1 of 4
Cross Ref: 48 1813/98
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BOOK 1813 PAGE 098

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 the conformity and harmony with existing structures in the subdivision by an officer of Century Homes of Knoxville, Inc. In event said representative fails 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 per cent of the lot owners within a 200 foot radius of said lot in questions 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 the said representative.
6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 35 feet. 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 on a lot to encroach upon another lot.
7. Provided, however, that the minimum front lot line set back requirement shall only be 25' for lots 49, 2, 3, 4, 5, 6, 7, 8, 9 & 10, Block J, all other set back requirements shall remain the same as for all other lots.
8. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot which 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.
9. NUISANCE: No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other type of outbuilding placed or erected in the subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The Developer may, however, place on any lot construction trailers with a fenced in area to be used for building materials and equipment; said trailers and fence to be removed when construction on all lots in the subdivision is complete.
11. FENCE LINES: There shall be no fences on the front of any lot or along the side of any lot or dwelling without the prior written approval of an officer of Century Homes of Knoxville, Inc. Fences may be installed in the rear of any dwelling so long as they are not more than six feet in height and do not detract from the overall appearance of the subdivision.
12. CLOTHES LINES: All exterior clotheslines and any clotheslines visible from the exterior of any dwelling are strictly prohibited.
13. DWELLING COST, QUALITY AND SIZE: No building shall be erected, placed, 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 1,200 square feet in case of a one story dwelling or 1,200 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have not less than 1,100 square feet. In case of a split-level the upper two levels must have not less than 1,100 square feet together. In case of a two story the two levels combined must have not less than 1,600 square feet of finished living area.

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Instr: 198403280011083
Pages: 2 of 4

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14. EASEMENTS: A perpetual easement is reserved along all lot lines for utility installation and maintenance in accordance with the easements shown on the recorded plat.
15. SIGNS: No sign of any kind shall be on display to the public view on any lot except a 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, and signs used by a builder to advertise the property during the construction and sales period, except that the undersigned Developer may place signs as it deems necessary in the development of the Subdivision.
16. LIVESTOCK AND POULTRY: 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 and do not constitute a nuisance.
17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and all customary trash or garbage shall be kept in sanitary containers and as inconspicuously as possible. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary container.
18. It is agreed that the Developer or any other party or parties may with written permission of the Developer, construct or cause to be constructed a swimming pool, tennis courts, a club house or other recreational area or facility on any one or more lots in the subdivision.
19. It is further agreed that all mail boxes used in Subdivision must be of standard home size made of black metal, painted and the stand holding said mail boxes also be metal painted black. This restriction may be waived only by the undersigned Developer.
20. It is further agreed that the undersigned Developer reserves the right to use any lot or lots in said subdivision for office, model and/or storage purposes, and the same may be in the form of a house, trailer or temporary building, provided, however, that when all of the lots in the subdivision have been sold said use will be discontinued and all trailers and temporary buildings will be removed.
21. RESERVATIONS OF RIGHT OF WAIVER: Developer reserves, however, the right to grant a waiver and release of any violation, present or prospective, of any provision of these restrictive covenants for the relief of an inadvertent error or to improve the site location of a dwelling house or for any other reason sufficient to the Developer, and for the good of the overall development of the subdivision and said Developer may make said waiver without the consent or approval of any other owners in said Subdivision.

IN WITNESS WHEREOF, the said CENTURY HOMES OF KNOXVILLE, INC., hath hereunto caused these presents to be signed by its President and attested by its Secretary pursuant to authority given by the Board of Directors of said Company, this _____ day of _____, 1984.

CENTURY HOMES OF KNOXVILLE, INC.
 By: David J. Leeds
 David J. Leeds, President

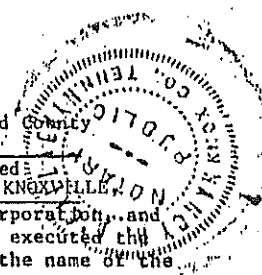
ATTEST: Gregory R. Johnson



STATE OF TENNESSEE

COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County of KNOX aforesaid personally appeared DAVID J. LEEDS with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT of the CENTURY HOMES OF KNOXVILLE, INC. that he as such PRESIDENT the within named bargainer, a corporation, and being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT.




Witness my hand and seal at office this 28th day of March 1984.

Nancy H. O'Connell
Notary Public

My Commission expires:

My commission expires Feb. 10, 1986

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STEVE HALL


Instr: 19840328001083
Pages: 4 of 4
Back File Automation

Prepared by:
Century Homes of Knoxville, Inc.
8813 Mallow Drive
Knoxville, Tn. 37922

~~INSTRUMENT NO.~~

11565

DECLARATION OF RESTRICTIONS
OF
BEXHILL SUBDIVISION UNIT NINE

WHEREAS, the undersigned, CENTURY HOMES OF KNOXVILLE,
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 Bexhill Subdivision, Unit Nine, as shown on
the map of the same of record in Map Book 828, page 69, in the
Register's Office for Knox County, Tennessee.

WHEREAS; the 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
Century Homes of Knoxville, 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 2000, 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. Furthermore, all reasonable legal and
other expenses incurred by the developer in the enforcement of these
restrictions shall be recoverable as damages against any violation.

BOOK 1839 PAGE 729



Instr: 198501240009721
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Back File Automation

3. Invalidation of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.

4. LAND USE AND BUILDING TYPE: All lots in the Subdivision shall be known and designated as residential lots except, Developer, who is the same party executing these restrictions, may use any lot in the Subdivision for street purposes if it desires to do so at any time.

5. No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans and specification and the plot plans showing the location of said building or alterations have been approved in writing as to the conformity and harmony with existing structures in the Subdivision by an officer of Century Homes of Knoxville, Inc. In event said representative fails to approve or disapprove such design or location within ten days after said plans and specification 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 per cent 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 a 200 foot radius desire that approval be given, the same shall be deemed approved by the said representative.

6. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line than 35 feet. 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 on a lot to encroach upon another lot.

7. LOT AREA AND WIDTH: No residential structure shall be erected or placed on any building plot which 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.

8. NUISANCE: No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No trailer, basement, tent, shack, garage, barn or other type of outbuilding placed or erected in the Subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The Developer may, however, place on any lot construction trailers with a fenced in area to be used for building materials and equipment; said trailers and fence to be removed when construction on all lots in the subdivision is complete.

10. FENCELINES: There shall be no fences on the front of any lot or along the side of any lot or dwelling without the prior written approval of an officer of Century Homes of Knoxville, Inc. Fences may be installed in the rear of any dwelling so long as they are not more than six feet in height and do not detract from the overall appearance of the subdivision.

11. CLOTHESLINES: All exterior clotheslines and any clotheslines visible from the exterior of any dwelling are strictly prohibited.

12. DWELLING COST, QUALITY AND SIZE: No building shall be erected, placed, 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 1,200 square feet in case of a one story dwelling or 1,200 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have not less than 1,100 square feet. In case of a split-level the upper two levels must have not less than 1,100 square feet together. In case of a two story the two levels combined must have not less than 1,400 square feet of a finished living area.

13. EASEMENTS: A perpetual easement is reserved along all lot lines for utility installation and maintenance in accordance with the easements shown on the recorded plat.

14. SIGNS: No sign of any kind shall be on display to the public view on any lot except a 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, and signs used by a builder to advertise the property during the construction and sales period, except that the undersigned Developer may place signs as it deems necessary in the development of the Subdivision.

15. LIVESTOCK AND POULTRY: 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 and do not constitute a nuisance.

16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and all customary trash or garbage shall be kept in sanitary container and as inconspicuously as possible. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary container.

17. It is agreed that the Developer or any other party or parties may with written permission of the Developer, construct or cause to be constructed a swimming pool, tennis courts, a club house or other recreational area or facility on any one or more lots in the Subdivision.

18. It is further agreed that all mail boxes used in Subdivision must be of standard home size made of black metal, painted and the stand holding said mail boxes also be metal painted black. This restriction may be waived only by the undersigned Developer.

19. It is further agreed that the undersigned Developer reserves the right to use any lot or lots in said Subdivision for office, model and/or storage purposes, and the same may be in the form of a house, trailer or temporary building, provided, however, that when all of the lots in the Subdivision have been sold said use will be discontinued and all trailers and temporary buildings will be removed.

20. RESERVATIONS OF RIGHT OF WAIVER: Developer reserves, however, the right to grant a waiver and release of any violation, present or prospective, of any provision of these restrictive covenants for the relief of an inadvertent error or to improve the site location of a dwelling house or for any other reason sufficient to the Developer, and for the good of the overall development of the Subdivision and said Developer may make said waiver without the consent or approval of any other owners in said Subdivision.

IN WITNESS WHEREOF, the said CENTURY HOMES OF KNOXVILLE, INC., hath hereunto caused these presents to be signed by its President and attested by its Secretary pursuant to authority given by the Board of Directors of said corporation, this 24th day of January 1985.

CENTURY HOMES OF KNOXVILLE, INC.

BY David J. Leads
David J. Leads, President

ATTEST:

Judy N. Johnson
Judy N. Johnson, Secretary

BOOK 1839 PAGE 731

Instr: 198501240009721

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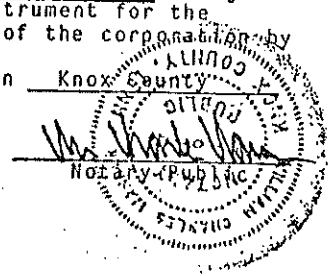
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STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority,
a Notary Public in and for the State and County aforesaid,
DAVID J. LEEDS, with whom I am personally
acquainted, and who, upon oath, acknowledged himself to be the
President of CENTURY HOMES OF KNOXVILLE, INC.
a corporation, and that he as such PRESIDENT being
authorized so to do, executed the foregoing instrument for the
purpose therein contained, by signing the name of the corporation
himself as PRESIDENT.

Witness my hand and seal, at office in Knox County
this 24 day of January 1985.

My Commission expires: 9/22/86



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JAN 24 3 24 PM '85
STATE BOOK 199
STEVE HALL

Instr: 198501240009721
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BOOK 1839 PAGE 732

Prepared by:
Century Homes of Knoxville, Inc.
8013 Mallow Drive
Knoxville, Tn. 37922

DECLARATION OF RESTRICTIONS
OF

34859

BEXHILL SUBDIVISION UNIT TEN

WHEREAS, the undersigned, CENTURY HOMES OF KNOXVILLE, 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 Bexhill Subdivision, Unit Ten, as shown on the map of the same of record in Map Book 84-5, page 52, in the Register's Office for Knox County, Tennessee.

WHEREAS, the 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 Century Homes of Knoxville, 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 January 2000, 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. Furthermore, all reasonable legal and other expenses incurred by the developer in the enforcement of these restrictions shall be recoverable as damages against any violation.



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3. Invalidation of any one of these covenants by judgment or court order shall not in any way effect any of the other provisions which shall remain in full force and effect.

4. **LAND USE AND BUILDING TYPE:** All lots in the Subdivision shall be known and designated as residential lots except, Developer, who is the same party executing these restrictions, may use any lot in the Subdivision for street purposes if it desires to do so at any time.

5. No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans and specification and the plot plans showing the location of said building or alterations have been approved in writing as to the conformity and harmony with existing structures in the Subdivision by an officer of Century Homes of Knoxville, Inc. In event said representative fails to approve or disapprove such design or location within ten days after said plans and specification 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 per cent 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 a 200 foot radius desire that approval be given, the same shall be deemed approved by the said representative.

6. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than 35 feet. 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 on a lot to encroach upon another lot.

7. **LOT AREA AND WIDTH:** No residential structure shall be erected or placed on any building plot which 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.

8. **NUISANCE:** No noxious or offensive trade or activity shall be permitted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

9. **TEMPORARY STRUCTURES:** No trailer, basement, tent, shack, garage, barn or other type of outbuilding placed or erected in the Subdivision shall be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. The Developer may, however, place on any lot construction trailers with a fenced in area to be used for building materials and equipment; said trailers and fence to be removed when construction on all lots in the subdivision is complete.

10. **FENCELINES:** There shall be no fences on the front of any lot or along the side of any lot or dwelling without the prior written approval of an officer of Century Homes of Knoxville, Inc. Fences may be installed in the rear of any dwelling so long as they are not more than six feet in height and do not detract from the overall appearance of the subdivision.

11. **CLOTHESLINES:** All exterior clotheslines and any clotheslines visible from the exterior of any dwelling are strictly prohibited.

12. **DWELLING COST, QUALITY AND SIZE:** No building shall be erected, placed, 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 1,200 square feet in case of a one story dwelling or 1,200 square feet if said one story dwelling has a full basement. In case of a split-foyer the upper level must have not less than 1,100 square feet. In case of a split-level the upper two levels must have not less than 1,100 square feet together. In case of a two story the two levels combined must have not less than 1,400 square feet of a finished living area.

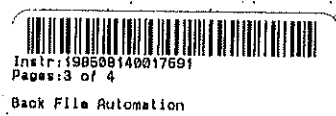


13. EASEMENTS: A perpetual easement is reserved along all lot lines for utility installation and maintenance in accordance with the easements shown on the recorded plat.
14. SIGNS: No sign of any kind shall be on display to the public view on any lot except a professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, and signs used by a builder to advertise the property during the construction and sales period, except that the undersigned Developer may place signs as it deems necessary in the development of the Subdivision.
15. LIVESTOCK AND POULTRY: 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 and do not constitute a nuisance.
16. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material and all customary trash or garbage shall be kept in sanitary container and as inconspicuously as possible. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary container.
17. It is agreed that the Developer or any other party or parties may with written permission of the Developer, construct or cause to be constructed a swimming pool, tennis courts, a club house or other recreational area or facility on any one or more lots in the Subdivision.
18. It is further agreed that all mail boxes used in Subdivision must be of standard home size made of black metal, painted and the stand holding said mail boxes also be metal painted black. This restriction may be waived only by the undersigned Developer.
19. It is further agreed that the undersigned Developer reserves the right to use any lot or lots in said Subdivision for office, model and/or storage purposes, and the same may be in the form of a house, trailer or temporary building, provided, however, that when all of the lots in the Subdivision have been sold said use will be discontinued and all trailers and temporary buildings will be removed.
20. RESERVATIONS OF RIGHT OF WAIVER: Developer reserves, however, the right to grant a waiver and release of any violation, present or prospective, of any provision of these restrictive covenants for the relief of an inadvertent error or to improve the site location of a dwelling house or for any other reason sufficient to the Developer, and for the good of the overall development of the Subdivision and said Developer may make said waiver without the consent or approval of any other owners in said Subdivision.

IN WITNESS WHEREOF, the said CENTURY HOMES OF KNOXVILLE, INC., hath hereunto caused these presents to be signed by its President and attested by its Secretary pursuant to authority given by the Board of Directors of said corporation, this 14th day of August 1985.

CENTURY HOMES OF KNOXVILLE, INC.
 BY David J. Leeds
 David J. Leeds, President
Adrian B. Leeds
 Adrian B. Leeds, Secretary

ATTEST:



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STATE OF TENNESSEE)
COUNTY OF KNOX)

Personally appeared before me, the undersigned authority,
a Notary Public in and for the State and County aforesaid,
DAVID J. LEEDS, with whom I am personally
acquainted, and who, upon oath, acknowledged himself to be the
President of CENTURY HOMES OF KNOXVILLE, INC.
a corporation, and that he as such PRESIDENT being
authorized so to do, executed the foregoing instrument for the
purpose therein contained, by signing the name of the corporation by
himself as PRESIDENT

Witness my hand and seal, at office in Knox County
this 14th day of August 1985.

My Commission expires: 7/23/86

Mary R. Kline
Notary Public



STEVE HALL

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