

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Testerman Construction Company, 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 without the corporate limits of the City of Knoxville, Tennessee, and known as FARRINGTON SUBDIVISION, Unit 3, as shown on the map of the same of record in Map Book 69-S, Page 84, in the Register's Office for Knox County, Tennessee, and

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, Testerman Construction Company, 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, but it is understood that these restrictions shall apply to residential lots only in said subdivision as shown on map of record in Map Book 69-S, Page 84, in the Register's Office of Knox County, Tennessee.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until March 16, 2010, 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. The owners reserve an unlimited right to alter these restrictions in their sole discretion where they deem it necessary for the further development of the subdivision.
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 affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract excluding that portion shown on the recorded maps for future development 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 servant quarters; except that by permission of the subdivider multiple unit housing may be erected on lots suitable for such use and so zoned. The question of suitability shall be entirely within the discretion of the subdivider.

5. No building shall be located on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, nor nearer to any side street line than the setback line shown on the recorded plat except with the express and written consent and waiver by the subdivider, it being distinctly understood that the subdivider reserves the right at time with respect to all lots to allow houses to be adapted to the terrain in the subdivision. 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 portion of the building to encroach upon another lot.
6. Not more than one dwelling house may be erected on any one lot as shown on the recorded maps and no lot shown on said maps may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process or process of any kind, except for the purpose of increasing the size of another lot, except by permission of the subdivider.
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 1,800 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 two-story house the first floor must be not less than 1100 square feet and the second floor must have at least 1100 square feet of finished living area. In split-level houses the two top levels must have a minimum of 1450 square feet and the lower level must have at least 600 square feet of finished living area. In split foyers or basement ranchers the top level must have a minimum of 1400 square feet and the lower level must have at least 600 square feet of finished living area. In a one and one-half story the first floor shall be 1200 square feet and the second floor, at least 800 square feet.
8. No fences shall be erected whether for decoration or security purposes without the prior written permission of the owners and developers of said subdivision.
9. 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.
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 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 rent or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period.
12. 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 not be kept except in sanitary containers. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition.
14. Every residence shall be connected to the sanitary sewer.
15. Easements are expressly reserved as shown and noted on recorded map and further easements five feet in width are reserved along all lot lines for the installation and maintenance of telephone, sewer and electric lines, but said easements are for no other purpose and not to include any installation of water lines. No easements, right of way or rights of access shall be deeded, granted or in any way given to any person or companies through any lot in this subdivision unless permission in writing is given by the owner of said subdivision. A five foot drainage easement is reserved along the inside of all lot lines of all lots in the subdivision, and a ten foot easement on lot lines that abut the exterior lines of the subdivision is also reserved.

16. No houses shall be started or erected without the owners and developers prior approval of plans and specifications. Lot owners should notify Bryan E. Testerman for all approvals. Regardless of square footage compliance, said developer and owner has the right to refuse plans and specifications.

IN WITNESS WHEREOF, the said Testerman Construction Company, Inc. hath hereunto caused these presents to be signed by its President and attested by its Secretary by authority given by its Board of Directors, on the 27th day of

January, 1980.

TESTERMAN CONSTRUCTION COMPANY, INC.

By: John W. Testerman
John W. Testerman President

Attest: Brenda J. Hoff
Brenda J. Hoff

STATE OF TENNESSEE
COUNTY OF KNOX

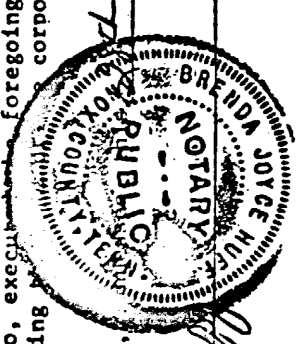
Before me the undersigned Notary Public, in and for the State and County aforesaid personally appeared John W. Testerman with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Testerman Construction Company, Inc., the within named bargainer, a corporation and that he as such President being authorized so to do, executed foregoing instrument for the purposes therein contained, by signing a foregoing corporation by himself as President.

Witness my hand and seal at office in Knox County.

day of January, 1980
Brenda J. Hoff
Notary Public

My Commission Expires April 22, 1981

My commission expires:



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REGISTRATION
NOTE BOOK
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