

DECLARATION OF RESTRICTIONS
OF
SEVENOAKS, UNIT TWO

WHEREAS, SEVENOAKS DEVELOPMENT CORPORATION has caused to be subdivided a tract of land located in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, which tract was conveyed to it by deed dated the 24th day of September, 1959, recorded in Deed Book 1124, page 89, in the Register's Office for Knox County, Tennessee; and

WHEREAS, said subdivision is known as SEVENOAKS, ⁵² UNIT TWO, the map of which is of record in Map Book 37 "S", page 88, in the Register's Office for Knox County, Tennessee; and

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this subdivision and in order to establish a sound value for these lots to record these building restrictions so that they may be of public record.

NOW, THEREFORE, in consideration of the premises the said Sevenoaks Development Corporation binds itself, its successors and assigns to impose, and it does hereby impose the following covenants that run with the land on the lots in said subdivision as shown on said map, said covenants are as follows:

1. 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 two stories in height and a private garage and the usual domestic servants' quarters, with the sole exception of a horse or pony barn to be kept in good condition to conform to the architectural design and maintenance of the principal residence, if the lot consists of 1 1/2 acre or more.
2. No building shall be located on any lot nearer to the front line than the building set-back line as shown on the recorded plat, nor nearer to any side street line than the set-back line shown on the recorded plat. No building shall be located nearer than twelve (12) feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of the building.
3. Not more than one dwelling house may be erected on any one 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, or process of any kind, except for the purpose of increasing the size of another lot.
4. No building shall be erected, placed, altered, or permitted to remain on any lot in this subdivision having a ground floor area

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of the main structure, exclusive of one story open porches and garages, of less than 1400 square feet in the case of a one story dwelling and 900 square feet in the case of a two story dwelling. "Split-level" dwelling shall be considered as one-story dwelling, and in calculating square footage, the lower level shall not be considered. All dwellings shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority, provided, however, that a dwelling of less than 1400 square feet may be constructed if that said building is of such quality and dimensions as to have a cost equal to one having 1400 square feet in this subdivision.

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 specifications have been approved in writing as to conformity and harmony with existing structures in the subdivision by an officer of Sevenoaks Development Corporation. In the event said officer fails to approve or disapprove such design or location within ten (10) days after said plans and specifications shall have been submitted to him, such approval will not be required, and this covenant will be deemed fully complied with. In the event said officer rejects plans submitted for approval under this paragraph, upon written notice by 75% 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 officer.

6. 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 residence.

7. Easements five (5) feet in width are reserved along the rear and side of each lot lines for the installation and maintenance of telephone and electric lines, but said easements are for no other purpose and not to include any installation of water lines. No easements, rights of way or rights of access shall be deemed, granted, or in any way given to any person or companies through any lot in this subdivision unless permission is given in writing by the owner of said subdivision.

8. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

9. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that horses, ponies, dogs, cats and other pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. This restriction is subject to the qualifications of #1 above.

10. No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material



shall be kept in a clean and sanitary condition.

11. Until sewage disposal facilities are available, every residence shall have a septic tank which shall be installed in a manner as to fully comply with all laws and health regulations of the State Health Department. No outside toilets shall be permitted in the subdivision.

12. No house constructed on any lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

13. These covenants are to take effect immediately being the 13th day of November, 1963, and shall be binding on all parties and all persons claiming under them until January 1st, 1993, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot which he owns.

14. 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.

15. 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.

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

IN WITNESS WHEREOF, the said SEVENOAKS DEVELOPMENT CORPORATION has caused this instrument to be executed and its name to be signed hereto by its President and attested by its Secretary by authority of its Board of Directors on the day and year first above written.

Attest:

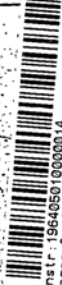

Secretary

By:



President

SEVENOAKS DEVELOPMENT CORPORATION



PALESTINE BOARD
SOUTHGORTH CO. U.S.A.

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Wm. C. Dawn, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of SEVENOAKS DEVELOPMENT CORPORATION, the within named bargainer, a corporation, and that the 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 such President.

WITNESS my hand and official seal at office on this the 2nd day of January, 1968. 4

Charles W. ...
Notary Public



My Commission expires

REGISTER'S OFFICE, KNOX COUNTY, STATE OF TENNESSEE
Received for record this 2nd day of Jan, A. D. 1968
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Robert Jones
REGISTER

PALESTINE BOARD
SOUTHGORTH CO. U.S.A.

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