

This instrument prepared for recording by
 KYLE C. TESTERMAN
 1712 Kingston Pike, S.W.
 Knoxville, Tennessee 37919

DECLARATION OF RESTRICTIONS

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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 Farmington Subdivision, Unit 3, as shown on the map of the same of record in Map Book 68-S, page 55, 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 insure 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 68-S, page 55, in the Register's Office of Knox County, Tennessee. It is further understood and agreed that these restrictions shall not apply to that portion of the above described property shown on the aforesaid recorded map as (not included) and more specifically referred to as the "Pond Property".

1. These covenants are to take affect immediately and shall be binding on all parties and all persons claiming under them until 15 May 2007, 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 affect.


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4. All numbered lots in the tract excluding that portion shown on the recorded maps for future development and that portion shown on the recorded maps as business, commercial, not included on property more specifically referred to as the Pond Property, 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; 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 all times 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 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 one and one-half or two-story house the first floor must be not less than 700 square feet where the total area is 900 square feet and the remaining area in said house must have a minimum of 200 square feet area. In split-level or tri-level houses only the two top levels can be considered in computing the minimum square feet area, except 100 square feet can be counted in lower level if above grade and is finished, 100 square feet may be counted in basement of house if basement is finished and has two sides above grade.

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 5 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. Not 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.




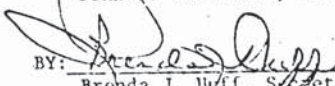
14. Every residence shall be connected to the sanitary sewer.

15. Easements 5 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 decided, 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 5 foot drainage easement is reserved along the inside of all lot lines of all lots in the subdivision, and a 10 foot easement on lot lines that abut the exterior lines of the subdivision is also reserved.

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 6th day of June, 1979.

TESTERMAN CONSTRUCTION COMPANY, INC.

BY: 
John W. Testerman, President

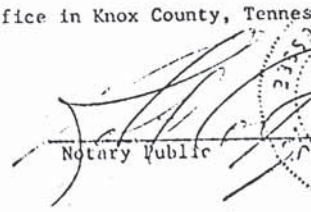
BY: 
Brenda J. Huff, Secretary

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 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, Tennessee, this 6th day of June, 1979.


Notary Public

My Commission Expires:

My commission expires Nov. 30, 1980.

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RECORDING

DURWARD SHARP
REG. CLERK
NOTARY BOOK
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