

Prepared By: Kyle C. Testerman, Attorney  
10255 Kingston Pike  
Knoxville, Tennessee 37922

DECLARATION OF COVENANTS AND RESTRICTIONS

FOXBORO SUBDIVISION

WHEREAS, THE UNDERSIGNED, DAVE CARTER CONSTRUCTION COMPANY, INC. (hereinafter referred to as "Developer") is the owner of a tract of land in the Fifth District of Knox County, Tennessee, and within the 45th Ward of the corporate limits of the City of Knoxville, Tennessee, and being known and designated as FOXBORO SUBDIVISION, as shown on the map of same of record in Cabinet   N  , Slide   236-C   in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said Developer desires 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 benefits to be derived by all parties concerned, the said Developer 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 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 August 2019 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.

2. If the parties hereto or any of them, or their heirs, successors 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



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subdivision to prosecute any proceedings at law or in equity against the person or persons 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. All numbered lots in the tract shall be known and designated as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height plus a basement and a private attached garage.

5. No building shall be located nearer than 25 feet from the front line and 5 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. Roofed porches shall be considered as a part of the building and shall be no nearer than 5 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot line nearer than 25 feet to the rear lot line. The Developer reserves the right at all times with respect to all lots to grant express and written consent and waiver of building set back lines to allow houses to be adapted to the terrain in the subdivision, however, set back line restrictions must meet the Knox County Planned Residential Zoning requirements on all houses.

6. 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 of any kind except for the purpose of increasing the size of another lot.

7. Each dwelling shall be required to meet certain minimum square footage and design requirements and no dwelling violating these minimum requirements shall be erected, placed, altered or permitted to remain on any lot in Foxboro Subdivision,

(a) Houses with one and one-half to two stories shall contain at least 1500 square feet of living space total, excluding garages, porches, decks and terraces.

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(b) Houses with one floor or one floor and a basement shall contain a minimum of 1400 square feet on the uppermost level, excluding garages, porches, decks and terraces.

(c) No dwellings will be permitted with a split foyer design; multi-level houses will be considered on an individual basis only.

(d) No dwelling shall be permitted to exceed two and one-half stories in height. All dwellings shall have a minimum roof pitch of 8/12 and there shall be at least one roof level change in all dwellings.

(e) All houses must have a minimum of a two car garage that will accommodate at least two large sized automobiles. The Developer shall have the authority to allow the two car garage in a basement house to be located in the basement if, in its option, the house is large enough looking from the outside appearance and does not destroy the aesthetics of the house and the subdivision as a whole.

8. No radio or television aerial, antenna or satellite dish or any other exterior or electronic or electric equipment or devices of any kind shall be installed on the exterior of any structure, located on a building lot or on any portion of any building or other structure unless approved by the Developer.

9. Mailbox holders shall be of stone, metal or brick construction and shall be approved by the Developer prior to installation. Lighting post lamps shall only be installed with the approval of the Developer.

10. No one shall be permitted to store or park house trailers, campers, recreation vehicles, frequently referred to as "RV's", pleasure or fishing boats, trailers or similar vehicles on or about said residences unless the same are stored or parked inside a garage so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.

11. 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.

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12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract at any time shall be used as residence temporarily or permanently nor shall



any structure of a temporary character be used as a residence. Storage sheds during construction are not permitted. No chain link fences shall face any street or road. Only wood fences are permitted to face any street or road.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the map of record. No easements, rights 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 is given in writing by the Developer.

14. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or signs of not more than (5) square feet used by the Developer to advertise the property during construction and sales period. Developer reserves the right to display signs of a larger size for promotion of the development.

15. 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 commercial purposes and are not a nuisance to the subdivision.

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 materials shall be kept in a clean and sanitary condition and shall be screened.

17. All above ground exterior foundations walls shall be veneered with brick or stone or split face block unless otherwise approved by the Developer.

18. No outbuilding such as pool houses, carports, or detached garages shall be built unless approved by the Developer. Any such outbuildings shall be in substantial conformity with architectural design used for the main dwelling.

19. No building, fencing, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any building lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building lot and approximate square footage,



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construction schedule, on-site sewage and water facilities, and such other information as the Developer shall require, including if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land have been submitted to and approved in writing by the Developer and until a copy of all such plans and specifications as finally approved by the Developer have been lodged permanently with the Developer. In the event the Developer fails to approve or disapprove such plans and specifications within ten (10) days after said plans and specifications have been submitted, such approval will not be required and this covenant will be deemed fully complied with. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans with are not suitable or desirable in its opinion for any reason including purely aesthetic reasons and reasons connected with future development plans for the owners of said land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Developer may take into consideration the suitability and desirability of the proposed constructions and if the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials and the harmony of external design with the surrounding neighborhood and existing structures therein and the effect and appearance of such constructions as viewed from neighboring properties.

No pre-existing structure, building, house or residence shall be moved into the subdivision in whole or in part regardless of structure size. This restriction is not intended to exclude prefabricated or packaged housing which shall be allowed to be constructed within the subdivision as long as it conforms with all other requirements as set forth herein.

20. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. It shall be the responsibility of each builder to maintain a clean and neat construction site at all times and to clean the street in front of his lot upon completion of the house. On all lots which border drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these areas.

21. The Developer shall have the sole right (a) to amend these covenants and restrictions, but all such amendments shall conform to the general purposes and

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standards of the covenants and restriction herein contained; (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; and (d) to release any building lot from any part of the covenants and restrictions (including without limiting the foregoing building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgement determines that such release is reasonable and does not substantially affect any other building lot in any adverse manner.

22. It is furthermore understood and agreed by all subsequent owners of lots and dwelling in said subdivision, that the Developer, Dave Carter Construction Company, Inc., did construct, provide, maintain and is responsible for certain amenities on common areas namely entrance sign, lighting, watering systems, plantings, and landscaping. The Developer will continue with this responsibility only until the majority of the property has been developed and/or sold. If the property owners desire to continue these functions, facilities and amenities, it will be necessary for them to form a Homeowners's Association so that the Developer may convey these common areas and transfer to the Association upon property arrangements the accompanying facilities and equipment. The timing of this conveyance and transfer shall remain with the sole discretion of the Developer. In the event a Homeowner's Association is not timely organized, the Developer shall in his sole discretion determine when he will no longer assume any responsibility, financial or otherwise, for these matters.

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

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its name to be signed hereto by its President pursuant to authority of its Board of Directors this 10th day of November, 1994.

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DAVE CARTER CONSTRUCTION COMPANY, INC.

By: David L. Carter  
David L. Carter, President



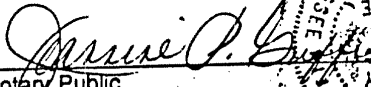
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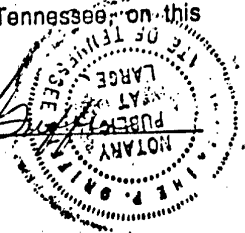
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STATE OF TENNESSEE  
COUNTY OF KNOX

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, David L. Carter with whom I am personally acquainted and who upon oath acknowledged himself to be the President of Dave Carter 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 such President.

Witness my hand and official seal at office at Knoxville, Tennessee, on this 10th day of September, 1994.

  
Notary Public



My Commission Expires:

7/27/98

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