

19781

DECLARATION OF RESTRICTIONS

SEQUOYAH COMPANY, INC. BLOCK "P", SEQUOYAH HILLS

WHEREAS, the undersigned, SEQUOYAH COMPANY, INC., of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Fifth Civil District of Knox County, in the 24th Ward of the City of Knoxville, Tennessee, and known as SEQUOYAH COMPANY, INC. BLOCK "P", SEQUOYAH HILLS, as shown on the map of the same of record in Map Book 38-S, page 60, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said 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 Sequoyah 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:

1. These covenants are to take effect immediately, and shall be binding on all parties and all persons claiming under them until January 1, 1989, at which time said covenants shall be automatically extended for successive periods of ten 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.
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 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. 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.

REGISTER'S OFFICE, KNOX COUNTY, STATE OF TENNESSEE
Received for record this 27 day of Jan. A. D. 1978
At 2:30 o'clock P. M. Note Book 38-S, Page 60

Richard L. ...

5. No building shall be located on any lot nearer to the front lot 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, and no building shall be located nearer than 10 feet to any interior lot 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 to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall not be nearer than 10 feet to any lot line or in front of any building set-back line, as shown on the map of record referred to above.

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, or process of any kind, except for the purpose of increasing the size of another lot.

7. No building shall be erected, placed, altered, or permitted to remain on any lot in this subdivision having a floor area of less square foot area than is set out below. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, whether finished or unfinished, 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 have not less than 60 per cent of the minimum square foot area required. In a tri-level house, only the two top levels can be considered in computing the minimum square foot area, but the total of the two top levels can be considered as a one-story house.

The minimum square foot area as computed above on lots in said Subdivision is as follows:

Lots 1 -11	2000 square feet
Lots 12-16	1800 square feet
Lots 17-27	2000 square feet

8. 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.

9. No trailer, basement, tent, shack, garage, barn, or other out-building erected on the tract shall be used as a residence temporarily or permanently, at any time, nor shall any structure of a temporary character be used as a residence.

10. 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.

11. 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.

12. 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 material shall be kept in a clean and sanitary condition.

13. Houses on Lots Nos. 1 and 5 shall face Cherokee Blvd. and house on Lot No. 16 shall face Agawela Avenue and house on Lot No. 17 shall face Kermesaw Avenue.

IN WITNESS WHEREOF, the said SEQUOYAH COMPANY, INC., hath hereunto caused these presents to be signed by its President on this 26 day of August, 1964.

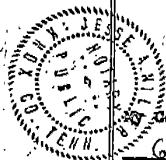
SEQUOYAH COMPANY, INC.

By Robert H. Schriver, Jr.
Robert Schriver, Jr.
President

STATE OF TENNESSEE }
COUNTY OF KNOX }

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally appeared ROBERT SCHRIVER JR. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the PRESIDENT of the SEQUOYAH 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 26 day of August, 1964.



Jesse A. Miller
Notary Public

My Commission expires:

6-29-1968