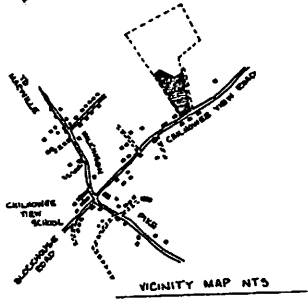
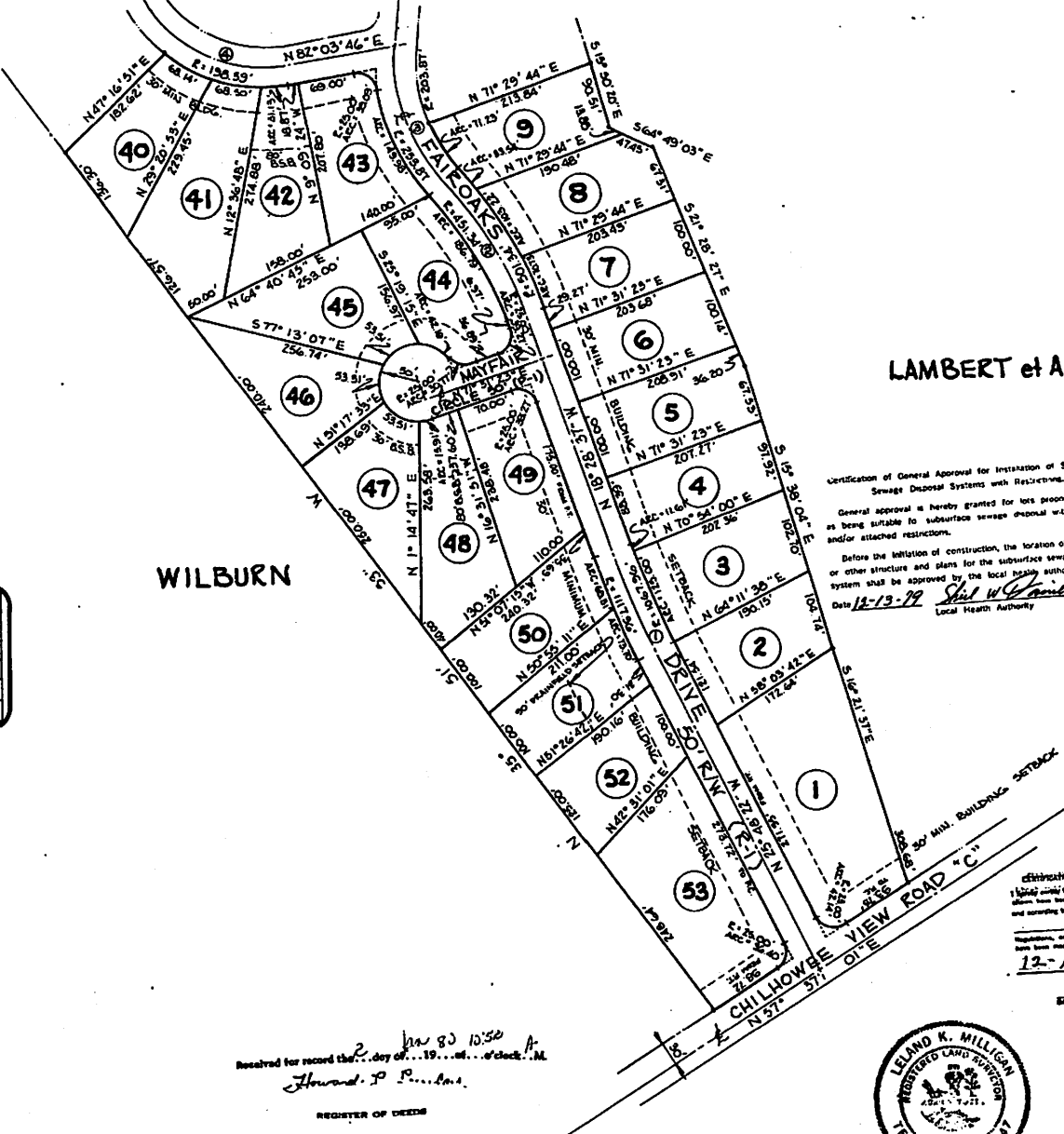


708B



FAIROAKS S/D



WILBURN

LAMBERT et Al

NO	RADIUS	CENTRAL ANGLE	TANGENT
1	1092.56'	7° 19' 45"	70.00'
2	476.34'	23° 42' 45"	100.00'
3	228.87'	48° 00' 15"	101.91'
4	173.39'	69° 22' 19"	120.00'

Received for record this 2nd day of Dec. 1979 at 10:50 A.M.
 Howard P. P...
 REGISTER OF DEEDS

CERTIFICATE OF CORRECTION AND DEDICATION
 I hereby certify that I am the owner of the property above and described herein and that I have caused the plan of subdivision to be filed in accordance with the provisions of the Subdivision Control Act, and that I have caused the same to be recorded in the public records of this county.

12/13/79 *John W. Vanilla*
 Date

CERTIFICATE OF APPROVAL
 I hereby certify that the plan above and described herein is a true and correct copy of the original as filed in the office of the Planning Commission and that the same has been approved and filed in the office of the Planning Commission.

12/13/79 *John W. Vanilla*
 Date

CERTIFICATE OF THE APPROVAL OF UTILITIES
 I hereby certify that the plan above and described herein has been approved in accordance with the provisions of the Subdivision Control Act, and that the same has been approved and filed in the office of the Planning Commission.

12-12-79 *John W. Vanilla*
 Date

CERTIFICATE OF THE APPROVAL OF UTILITIES
 I hereby certify that the plan above and described herein has been approved in accordance with the provisions of the Subdivision Control Act, and that the same has been approved and filed in the office of the Planning Commission.

12/13/79 *John W. Vanilla*
 Date

CERTIFICATE OF GENERAL APPROVAL FOR INSTALLATION OF SUBSURFACE SEWAGE DISPOSAL SYSTEMS WITH RESTRICTIONS
 General approval is hereby granted for lots proposed herein as being suitable to subsurface sewage disposal with the lot and/or attached restrictions.
 Before the initiation of construction, the location of the house or other structure and plans for the subsurface sewage disposal system shall be approved by the local health authority.
 Date 12-13-79 *John W. Vanilla*
 Local Health Authority

- NOTES:
1. ALL CORNERS SHALL BE MARKED WITH IRON PINS.
 2. ALL LOTS SHALL BE SUBJECT TO A 30' BUILDING SETBACK LINE UNLESS OTHERWISE NOTED UPON PLAN.
 3. ALL LOTS SHALL BE SUBJECT TO A 5' DRAINAGE/UTILITY EASEMENT ALONG THE INTERIOR LOT LINES AND A 10' DRAINAGE/UTILITY EASEMENT ALONG THE EXTERIOR LOT LINES UNLESS OTHERWISE NOTED.
 4. PRIOR TO CONSTRUCTION ON ANY LOT THE BLOUNT COUNTY HEALTH DEPT. SHALL BE CONTACTED TO DETERMINE THE MAXIMUM NUMBER OF BEDROOMS PER DWELLING; ALSO A SUBSURFACE DRAINFIELD PERMIT SHALL BE ATTAINED.

CERTIFICATE OF THE APPROVAL OF STREETS
 I hereby certify that the plan above and described herein has been approved in accordance with the provisions of the Subdivision Control Act, and that the same has been approved and filed in the office of the Planning Commission.

12-13 *John W. Vanilla*
 Date

CERTIFICATE OF APPROVAL FOR RECORDS
 I hereby certify that the subdivision plan above and described herein has been approved in accordance with the provisions of the Subdivision Control Act, and that the same has been approved and filed in the office of the Planning Commission.

12/17/79 *John W. Vanilla*
 Date

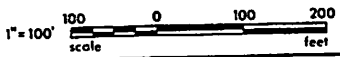


SOUTHEAST ENGINEERING CO.
 ROUTE 10, BEST ROAD MONTVALE AIRPARK
 MARYVILLE, TENNESSEE 37801

FAIROAKS SUBDIVISION
 LOTS 1 thru 9 and 40 thru 53

SCALE: 1"=100' PHONE: 984-2156 DRAWN BY: JdW
 DATE: DEC. 3, 1979 (S.D. RES: Dist. 422 PM# 461) SURVEY: LMS
 12.395 ACRES CIVIL DISTRICT NO. 8
 BLOUNT COUNTY TENNESSEE

OWNER: NEM DEVELOPERS 982-7324 FIELD NO. C-6968A
 PAGE



708B

RESTRICTIONS APPLYING TO FAIROAKS SUBDIVISION,
LOCATED IN THE EIGHTH CIVIL DISTRICT OF BLOUNT COUNTY, TENNESSEE

WHEREAS, H & M DEVELOPERS, a partnership composed of J. B. Montgomery, Jr., M. W. Henegar and W. L. Henegar, is the owner of FAIROAKS SUBDIVISION, located in Civil District No. 8 of Blount County, Tennessee, which has been subdivided into lots as more specifically set out and described on a plat of said subdivision, which plat is of record in Map File 708-B and 709-A, in the Register's Office of Blount County, Tennessee; and,

WHEREAS, it is the desire of the owners to develop FAIROAKS SUBDIVISION in a uniform manner so as to promote the welfare of all of the owners of lots in said area according to a uniform plan of development; and,

WHEREAS, it is the express intention of the owners to restrict the lots in said Subdivision for residential use only;

NOW THEREFORE:

H & M Developers restrict and impose the following restrictions, covenants and easements on the lots in Fair Oaks Subdivision:

1. LAND USE AND BUILDING TYPE. All lots shall be used for one-family residential purposes only. This limitation specifically excludes the use of any lot as a public street.

2. DWELLING SIZE. The heated living area of a one-story dwelling shall not be less than 1400 square feet, except that if there is heated basement area, finished as the living area on the main floor, it shall be treated the same as a split level dwelling. The heated living area of the main floor of a split foyer or split level dwelling shall not be less than 1200 square feet with a minimum of 1600 square feet of heated floor area in the dwelling. The heated living area of a one-and one-half story or higher dwelling shall not be less than 1800 square feet with a minimum of 1200 square feet on main floor. Heated living area excludes unfinished basements, attics and garages. No exposed concrete block shall be permitted above ground level in the construction of any dwelling, building or walls.

3. OUTSIDE WIRING for dwellings, buildings, or any other structures shall be placed underground. No overhead outside wiring of any type shall be permitted.

4. HEATING AND AIR-CONDITIONING. No window air-conditioning units shall be installed in any residence or building so as to be visible from any public street. No equipment for heating or central air-conditioning shall be installed so as to be visible from any public street, unless such equipment is shielded from view either structurally or by plantings.

5. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line than the minimum building set back lines shown on the recorded plat nor nearer than 20 feet from any side street line. 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 a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one lot to encroach upon another lot.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS. 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 dwelling or lot for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

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

9. POWER TO MAKE EXCEPTIONS VESTED IN DEVELOPERS. Nothing contained in these covenants and restrictions shall prevent the developer or any person designated by the developer from erecting or maintaining such commercial and/or display signs and such temporary dwellings, model houses and other structures as the developer may deem advisable for development purposes.

10. TERMS. These covenants are to run with the land and shall be binding on all owners of lots in said subdivision, their heirs and assigns and all persons claiming under them for a period of twenty-five (25) years from the date the covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

12. SEVERABILITY. Invalidation of any one of these covenants by judgment or Court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have hereunto set their hands and seals on this 2nd day of January, 1980, in Maryville, Tennessee.

H & M DEVELOPERS

BY J. B. Montgomery, Jr.
J. B. Montgomery, Jr., Partner

BY M. W. Henegar
M. W. Henegar, Partner

BY William L. Henegar
William L. Henegar, Partner

Recorded for record the 2nd day of Jan 1980 at 1:36 P.M.
Howard L. Sunday
REGISTER OF DEEDS

STATE OF TENNESSEE)
) SS.
BLOUNT COUNTY)

Personally appeared before me, the undersigned Notary Public in and for said State and County, J. B. MONTGOMERY, JR., M. W. HENEGAR and WILLIAM L. HENEGAR, partners in a partnership known as H & M DEVELOPERS, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office this 2nd day of January, 1980.

Barbara J. Hartung
NOTARY PUBLIC

My commission expires:
Jan. 27, 1980
BARBARA J. HARTUNG
NOTARY PUBLIC