

THIS INSTRUMENT WAS PREPARED BY

DECLARATION OF RESTRICTIONS

INSTRUMENT NO. _____

NAME 13 Marshall ADDRESS Knoxville, TNWESTLYN HILLS SUBDIVISION

WHEREAS, the undersigned, DAVE BURLESTON CONSTRUCTION COMPANY, a Tennessee corporation, and ANDREW J. CHADWELL and wife NIREE S. CHADWELL between them are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as WESTLYN HILLS SUBDIVISION, as shown on the map of the same of record in Map Book _____, page _____, in the Register's Office for Knox County, Tennessee; together with adjoining acreage which bounds the East line of said Westlyn Hills Subdivision, said adjoining acreage being bounded on the North by Westland Drive, on the South by Westland Hills Subdivision, Unit 1, on the East by Morrell Road, and on the West by the aforesaid eastern boundary of Westlyn Hills Subdivision, and being hereinafter referred to as "adjoining acreage".

WHEREAS, the said owners are desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present, 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 DAVE BURLESON CONSTRUCTION COMPANY, a Tennessee corporation, and ANDREW J. CHADWELL and wife NIREE S. CHADWELL hereby covenant and agree with all the subsequent owners of lots in the subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent 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 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 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. Invalidity 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. All numbered lots in the tract known as Westlyn Hills Subdivision 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 servants quarters; except that duplexes may be erected on the "adjoining acreage", provided, each unit has 1000 square feet of floor space.

5. No building shall be located on any lot nearer to the front line than 35 feet or 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 10 feet to an interior lot line or in front of any building set back line, as shown on map of record referred to above covering Westlyn Hills Subdivision. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line.

6. Not more than one dwelling house may be erected on any one lot shown on recorded map and no lot shown on said map be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other processes or process of any kind, except for the purpose of increasing the size of any other lot.

7. No building shall be erected in Westlyn Hills Subdivision placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1400 square feet for one floor plan houses; except Lots 1, 2, 35, 36 and 37, Block B, and Lot 1, Block C, where the floor area shall be not less than 1500 square feet for one floor levels only. 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 area of a one story house only the main floor will be considered. In a two story house the first floor must be not less than 1000 and the remaining area in said houses must have a minimum of 600 square foot area. In split-level or tri-level or basement houses only the top levels can be considered in computing the minimum square foot area, except 100 square feet can be counted in lower levels, if 300 square feet of same is finished. 100 square feet may be counted in basement of houses, if basement is finished and has two sides above grade.

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8. 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 alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a Committee composed of David T. Burleson and Lawana O'Fallon, said Committee to be known as the Planning Committee. In the event said Committee fails to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to it, such approval will not be required, and this covenant will be deemed to be fully complied with. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request or application of 75 per cent of the parties owning lots within a 200 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within 200 foot radius desires that approval be given, the same shall be deemed approved by the Planning Committee.

Powers and duties of such Committee shall cease on or after January 1, 1989. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

9. Easements 5 feet in width are reserved along the rear of all lot lines for the installation and maintenance of telephone and electric lines and any installation of water lines. 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 owners of said subdivision.

10. No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than five square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a 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 pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

12. 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 sanitary condition.

13. 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.

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

Andrew J. Chadwell and wife Niree S. Chadwell join in this instrument, as they are the owners of the "adjoining acre ge" described above, and are also the owners of Lots 1, 31, 32 and 37, Block B, of the aforesaid Westlyn Hills Subdivision.

In the event any modification or waiver of the conditions imposed by this instrument should become necessary, sole authority to modify, waive or alter same shall vest in the Dave Burleson Construction Company, without necessity of joinder on the part of Andrew J. Chadwell and wife Niree S. Chadwell.

IN WITNESS WHEREOF, the said DAVE BURLESON CONSTRUCTION COMPANY has hereunto caused these presents to be signed by its President, this 9 day of March, 1967; and the said ANDREW J. CHADWELL and wife NIREE S. CHADWELL have caused their hands and seals to be subscribed, this 9 day of March, 1967.


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DAVE BURLESON CONSTRUCTION COMPANY

By David T. Burleson, President
David T. Burleson, President

Andrew J. Chadwell
Andrew J. Chadwell

Niree S. Chadwell
Niree S. Chadwell

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, THE UNDERSIGNED, a Notary Public in and for the State and county aforesaid, personally appeared David T. Burleson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the DAVE BURLESON CONSTRUCTION COMPANY, the within named bargainer, a corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, at office in Knox County, this 9th day of March, 1967.

Lawrence O'Fallon
Notary Public

My commission expires:

My commission expires Jan. 19, 1970

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, THE UNDERSIGNED, a Notary Public in and for the State and County aforesaid, Andrew J. Chadwell and wife Niree S. Chadwell, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purpose therein contained.

Witness my hand and seal at office in Knox County, this _____ day of March, 1967.

Notary Public

My commission expires:

REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE
State Tax _____ Recorded At 2:15 O'Clock P.M.
in Note Book No. 57 On the 21 Day of March 1967
Recording fee:
Edward Ashby #2133649 E00002.50CA
Registrar



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