

This instrument prepared by: W. F. Shumate, Jr.
 RIDENOUR, RIDENOUR, RIDENOUR, BOWERS & SHUMATE
 Fifth Floor, United American Bank Building
 Knoxville, Tennessee 37902
 Phone: 546-3948

31766

TIMBERWOOD SUBDIVISION RESTRICTIVE COVENANTS

WHEREAS, R. M. Moore & Associates, Inc. and Rex Moon are the owners of certain real property situate in the Sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, by virtue of a certain Warranty Deed dated December 27, 1976, of record in Deed Book 1598, Page 542, in the Register's Office for Knox County, Tennessee, to which Warranty Deed specific reference is herein made; and

WHEREAS, the said R. M. Moore & Associates, Inc. and Rex Moon desire, to set forth certain restrictive covenants applicable to said land, said covenants to run with the land, all deeds from said parties to purchasers of all or portions of the subject land to provide that any such conveyance shall be subject to said restrictive covenants;

NOW, THEREFORE, be it resolved, understood and agreed that the following restrictive covenants shall apply to and run with the land more particularly described in the aforesaid Warranty Deed, which instrument is incorporated herein by reference and made a part hereof as fully as though set forth herein verbatim:

1. Except as may be herein otherwise provided, no lot resulting from a subdivision of the subject land, as shown on map of record in Map Book 65-S, page 35, in the Register's Office for Knox County, Tennessee, shall be resubdivided, except for the purpose of making the adjoining lots larger.

2. Except as may be herein otherwise provided, no portion of the subject land shall be used for any purpose other than multi-family residential occupancy, and no more than one residential structure shall be constructed on each lot; provided, however, that each such residential structure shall contain not less than two (2) or more than four (4) dwelling units, each dwelling unit to contain not less than two (2) or more than three (3) bedrooms. No two bedroom dwelling unit shall contain less than eight hundred fifty (850) square feet of finished and liveable floor space, and no three (3) bedroom dwelling unit shall contain less than one thousand (1,000) square feet of finished and liveable floor space.

See Warranty Bk. 1632 pg. 345 - amendment

3. No commercial breeding of livestock shall be permitted upon any of the subject land, nor shall any poultry or swine be kept thereon. In the event that any other form of livestock shall be kept thereon, no more than one (1) head per lot shall be permitted.

4. Utility, drainage and/or roadway easements shall be granted, as needed, along all property boundary lines or as otherwise shown on the aforesaid map of record in the Register's Office for Knox County, Tennessee, and no free standing structures or other improvements, including but not limited to barns, houses and other buildings, shall be located closer to any property boundary line than as shown on the aforesaid map.

5. No dwelling unit shall be occupied until construction of the building containing the same shall be completed.

6. The exterior walls of all buildings constructed upon the subject land shall be of brick, masonite, wood, stone, stucco and/or logs and shall not be constructed of exposed concrete block or of asphalt or asbestos shingles.

7. No noxious, offensive or unlawful trade or activity shall be conducted upon any portion of the subject land.

8. Any laundry yards, incinerators or garbage or trash areas shall be located to the rear of any residences constructed upon the subject land and shall be kept in a clean and sanitary condition, and all garbage and other waste shall be placed in covered containers.

9. All maintenance and other equipment, such as but not being limited to lawn mowers and tractors, shall be stored out of view of other residences located upon the subject land.

10. No abandoned cars, trucks or other property shall be permitted to remain upon any portion of the subject land.

11. No mobile homes shall be permitted to be placed, either permanently or temporarily, upon any portion of the subject land.

12. In the event any owner of any portion of the subject land shall desire to advertise the same or any portion thereof for sale, not more than one (1) sign to that effect shall be permitted upon any given lot at any one time, and no such sign shall be greater than five (5) square feet in surface area.



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13. Any residence constructed upon any portion of the subject land shall have a sewage system which shall be installed and maintained in such a manner as to fully comply with all applicable laws, rules, ordinances and regulations.

14. R. M. Moore & Associates, Inc. and Rex Moon shall have the right to approve or disapprove, in their sole and absolute discretion, the plans for the construction of any residence, building or other structure or improvement now or hereafter proposed to be placed upon any portion of the subject land, and their determination in that regard shall be final and binding as to all parties. Full plans and specifications for any such building, structure or other improvement shall be submitted to said parties at least thirty (30) days prior to commencement of construction of the same, and construction thereof shall not be commenced until written approval of said plans and specifications shall be granted.

The provisions hereof shall run with the land and shall remain in full force and effect and shall be binding upon all parties claiming all or any portion of the land under or through the said R. M. Moore & Associates, Inc. and Rex Moon for an initial period of thirty (30) years from and after the date hereof and for successive periods of thirty (30) years each thereafter, unless terminated or amended in writing by unanimous consent of all parties then owning portions of the subject land.

The provisions hereof shall be severable, and if any provision shall be found by any court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions hereof shall remain in full force and effect.

If any owner of any portion of the land subject to the provisions hereof shall violate or attempt to violate any of the provisions herein set forth, it shall be lawful for any person or persons owning any other portion of said subject land to prosecute appropriate proceedings at law or in equity against any party violating or attempting to violate the provisions hereof for the purpose of preventing such violation or for the purpose of recovering damages therefor. Failure to pursue any such remedy at any given time shall not constitute a waiver thereof or of any future breach hereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands

BOOK 1618 410

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and seals, or have caused this instrument to be duly executed by their authorized officers, this 22nd day of August, 1977.

Rex Moon
Rex Moon

R. M. MOORE & ASSOCIATES, INC.

By: [Signature]
President

ATTEST:

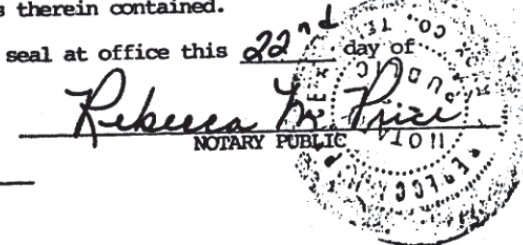
Rebecca M. Price
Asst. Secretary

STATE OF TENNESSEE)
: SS
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Rex Moon, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 22nd day of August, 1977.

My Commission Expires: June 3, 1981



STATE OF TENNESSEE)
: SS
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Roger M. Moore with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of R. M. Moore and Associates, Inc., the within named bargainor, a corporation, and that he as such officer 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 official seal at office this 22nd day of August, 1977.

My Commission Expires: June 3, 1981



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BOOK 1619 411

RECEIVED FOR
RECORDING

DURWARD O. SHARP
RECORDED AT
NOTE BOOK
AUG 23 4 20 PM '77

This instrument prepared by: Raymond E. Lacy, Attorney
RIDENOUR, RIDENOUR, RIDENOUR, BOWERS & SHUMATE
Fifth Floor, United American Bank Bldg. 10021
Knoxville, Tennessee 37902
Phone: 546-3948

AMENDMENT TO TIMBERWOOD SUBDIVISION RESTRICTIVE COVENANTS

WHEREAS, R. M. MOORE & ASSOCIATES, INC. and REX MOON are the owners of certain real property situate in the sixth (6th) Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, by virtue of a certain Warranty Deed dated December 27, 1976, of record in Deed Book 1598, Page 542, in the Register's Office for Knox County, Tennessee, to which Warranty Deed specific reference is hereby made; and

WHEREAS, on the 23 day of August, 1977, certain Restrictive Covenants, applicable to said property, or a portion thereof, were recorded of record at Book of Deeds 1619, Page 408, in the Register's Office for Knox County, Tennessee; and that Restriction No. 14 it is provided that said Restrictive Covenants may be amended in writing by unanimous consent of all parties owning portions of the subject land;

#3485 \$12.00

WHEREAS, it was the intent of the said R. M. Moore & Associates, Inc. and Rex Moon that the aforesaid Restrictive Covenants be applicable to Lots 1 thru 25 of Timberwood Subdivision as shown on map of record in Map Book 65-S, Page 35, in the aforesaid Register's Office and not otherwise, specifically said Restrictive Covenants not being applicable to the commercial property fronting Kingston Pike and which is designated on said map as "not included in subdivision".

NOW, THEREFORE, for and in consideration of One (\$1.00) Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, being owners of portions of the subject land and collectively owners of all of the subject land, hereby unanimously consent to the amendment of "Timberwood Subdivision Restrictive Covenants" of record as aforesaid to include the following:

15. Notwithstanding anything to the contrary herein contained, the Restrictive Covenants shall be applicable only to Lots 1 through 25 of Timberwood Subdivision as shown on map of record at Map Book 65-S, Page 35 in the aforesaid Register's Office and said restrictions shall otherwise not be applicable to any other portions of the real

BOOK 1632 345

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IN WITNESS WHEREOF, the undersigned have consent hereto as of the date written opposite their names.

Lot No. 1	1/2	1978
Lot No. 2	1/2	1978
Lot No. 3	Jan 2	1978
Lot No. 4	1/3	1978
Lot No. 5 ^x	1/9	1978
Lot No. 6	1/4	1978
Lot No. 7	1/2	1978
Lot No. 8	1/3	1978
Lot No. 9	Gen 2	1978
Lot No. 10	1-3-78	1978
Lot No. 11	1-4-78	1978
Lot No. 12	1-3-78	1978
Lot No. 13	1-3	1978
Lot No. 14	2-3-78	1978
Lot No. 15	1-3-78	1978
Lot No. 16	1-3-78	1978
Lot No. 17	1-4-78	1978
Lot No. 18	1-4-78	1978
Lot No. 19	1/3	1978
Lot No. 20	1/3	1978
Lot No. 21	1/9	1978
Lot No. 22	1/9	1978
Lot No. 23 ^x	1/9	1978
Lot No. 24	1/9	1978
Lot No. 25	1/9	1978

1/9, 1978

By: [Signature] Title

1/10, 1978

G. Rex Moon

STATE OF TENNESSEE)
: SS
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Steve Wold and Carolyn Wold with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 2 day of Jan, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
: SS
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, James Howard Lovelace and James Kyle Christensen with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 2 day of Jan, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
: SS
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Benjamin P. Hill with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 3 day of Jan, A.D. 1978.

My Commission Expires: _____

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STATE OF TENNESSEE)

: ss

COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainer, James J. Coffey and Eugene Coffey, with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 4 day of Jan, A.D. 19 78.

Rebecca M. Price
NOTARY PUBLIC

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)

: ss

COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainer, Elizabeth G. Skagman, with whom I am personally acquainted, and who acknowledged that She executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 10 day of Jan, A.D. 19 78.

Rebecca M. Price
NOTARY PUBLIC

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)

: ss

COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainer, G. Rex Moon, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 10 day of Jan, A.D. 19 78.

Rebecca M. Price
NOTARY PUBLIC

My commission expires June 3, 1981

My Commission Expires: _____



STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Sack W. Tucker with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 9 day of Jan, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Heinkel M. Harwood with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 4 day of Jan, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
: ss
COUNTY OF KNOX)

Personally appeared before me, the undersigned, a Notary Public in and for said county, the within named bargainor, Donald A. Cain with whom I am personally acquainted, and who acknowledged that They executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office this 9th day of January, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

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STATE OF TENNESSEE)
 : ss
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Paul H. Marsh with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Marsh Construction Co., the within named bargainor, and that he as such officer, 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 official seal at office this 3rd day of January, A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
 : ss
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared R.M. Moore with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of R.M. Moore Associates, Inc., the within named bargainor, and that he as such officer, 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 official seal at office this 9 day of Jan., A.D. 1978.

My commission expires June 3, 1981

My Commission Expires: _____

STATE OF TENNESSEE)
 : ss
COUNTY OF KNOX)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Gary Trusler with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of G.T. Development Corp., the within named bargainor, and that he as such officer, 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 official seal at office this 3 day of Jan, A.D. 1978.

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My Commission Expires: _____

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