

Restrictive Covenants for Belmont West Unit 3

WHEREAS, WESTBURY, INC.. has caused to be subdivided a tract of land located in the SIXTH Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, which tract was conveyed to it by Deed dated the 8th day of March, 1962, recorded in Deed Book 1198, Page 241, in the Register's Office for Knox County, Tennessee, and

WHEREAS, said Subdivision is known as BELMONT WEST, UNIT 3. the Map of which is of record in Map Book 41-S, Page 30 in the Register's Office for Knox County, Tennessee, and

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this Subdivision and in order to establish a sound value for these lots to record these building restrictions so that they may be of public record.

NOW, THEREFORE, in consideration of the premises the said WESTBURY, INC. binds itself, its successors and assigns, to impose, and it does hereby impose the following covenants that run with the land on the lots in said Subdivision as shown on said Map, said covenants are as follows:

1. These covenants are to take effect immediately, being the 17th day of June, 1965, and shall be binding on all Parties and all persons claiming under them until January 1st, 1995, 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 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. 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. All numbered lots in the tract 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 domestic servants' quarters. By permission of the subdivider in writing, duplex residences may be erected on lots suitable for such use. The question of suitability shall be entirely within the discretion of the subdivider.

5. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat. No building shall be located nearer than 12 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 12 feet to any lot line or in front of the building set-back line.

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 ground floor area of the main structure, exclusive of one story open porches, carports and garages, of less than 1800 square feet in case of a one story house, and 2000 square feet in case of a basement or tri-level house without an attached garage or carport. In a one and one-half or two story house the first floor must have not less than 1400 square feet and the second floor must have not less than 800 square feet. In case of a tri-level house only the two top levels may be considered in computing the minimum square foot area. In computing the minimum floor area, measurements will be made from exterior walls, but will include no basement areas, whether finished or unfinished. All houses shall have a solid foundation of brick, concrete block, or stone and all buildings shall conform in workmanship and materials to standard building practices for the State of Tennessee and be consistent with all construction in the Subdivision.

8. No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and the plot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the Subdivision by a Planning Committee consisting of the officers of Westbury, Inc., and the active builders in the Subdivision. In the event said committee fails to approve or disapprove such design and location within ten 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 desire that approval be given, the same shall be deemed approved by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction. Powers and duties of such Committees shall cease on and after 1st January, 1975. 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 appointed a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

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

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

11. Easements five (5) feet in width are reserved along the rear and on each side of all lot lines for installation and maintenance of drainage, telephone and electric lines. Ten (10) feet power line easements are reserved on the front of all lots. 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 owner of said Subdivision.

12. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other house hold pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.

14. 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 and sanitary condition.

15. 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.