

Restrictive Covenants for Belmont West Unit 5

WHEREAS, CLAUDE H. MCSPADDEN and wife, DOROTHY S. MCSPADDEN have caused to be subdivided a tract of land located in the Sixth Civil District of Knox County, Tennessee and without the corporate limits of the City of Knoxville, Tennessee, and

WHEREAS, said Subdivision is known as BELMONT WEST, UNIT FIVE, the Map of which is of record in Map Book 53-S Page 57 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 Claude H. McSpadden and wife, Dorothy S. McSpadden bind themselves, their successors, heirs and assigns, to impose the following covenants, which they do hereby impose, 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 22nd day of February, 1972, and shall be binding on all parties and all persons claiming under them until January 1, 2000, 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 any 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 servant's 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 line or nearer to the side street line than the minimum building set-back line shown on the recorded plat. No building shall be located nearer than twelve (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. No exposed concrete block foundations shall be allowed. All foundations must have brick or stone veneer.

7. Not more than one dwelling house may be erected on any lot as shown on the recorded Map and no lot shown on said Map may be sub-divided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process of any kind, except for the purpose of

increasing the size of another lot with this exception: Where the size of one recorded lot exceeds the size of two or more lots in area in this subdivision, this lot, with the written consent of the subdivider, may be re-subdivided, if the resulting size of the re-subdivided lots is equal or exceeds the size of the smallest of the recorded lots and has an equal footage as the smallest lot but no smaller.

8. 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 home with attached garage or carport 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 floor area. In computing the minimum square foot area, measurements will be made from exterior walls, but will not include any basement areas, whether finished or unfinished. All houses shall have a solid foundation of brick, stone or concrete blocks veneered with brick or stone. All buildings shall conform to workmanship and materials to standard building practices for the State of Tennessee and be consistent with all construction in the Subdivision.

9. No building shall be erected, placed, altered or permitted to remain on any building lot in the Subdivision until 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 the subdivider. In the event the subdivider fails to approve or disapprove such design and location within ten days after said plans and specifications have been submitted to him, such approval will not be required and this covenant will be deemed to be fully complied with. A complete set of plans and specifications for the house to be built shall be left with said subdivider during the time of construction.

10. No trailer, basement, tent, shack, garage, barn or other out-building erected on a 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 . No house trailer shall be parked on any lot at any time and travel and camping trailers may not be parked longer than two weeks at any one time. Said camping or travel trailers may be kept in garages if the garage doors can be lowered completely.

12. 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 may become an annoyance or nuisance to the neighborhood. No boats may be constructed on said premises or other construction not of a permanent nature.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets not to exceed two in number may be kept provided they are not kept, bred or maintained for any commercial purpose. No rabbits or guinea pigs may be kept.

14. No residence shall be occupied prior to its completion. Said completion shall include seeding of yard and shrubbing in accordance with the other houses and lawns in the subdivision and the paving of the driveway.

15. No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in a sanitary covered container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage containers shall be shielded from public or neighborhood view by a wall or decorative fence or be buried in the ground.

16. Easements five feet in width are reserved along the rear and on each side of all lot lines for installation and maintenance of drainage, gas, 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.

16. 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.

17. No aluminum siding shall be used in the construction of any building in this Subdivision.