

Claude H. McSpadden (100) *L. M. Kilgus*
WAS BY *W. J. ...* (SIGNED) *...*

16533

INSTRUMENT NO. _____

DURWARD V. SHARP
REGISTER OF DEEDS
NOTE BOOK

MAR 20 2-37-79

RECEIVED FOR
RECORDING

DECLARATION OF RESTRICTIONS
OF
BELMONT WEST - UNIT EIGHT

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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

WHEREAS, said subdivision is known as BELMONT WEST, UNIT EIGHT, the Map of which is of record in Map Book 215 page 36 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, and they do 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 9th day of September, 1975, and shall be binding on all Parties and all persons claiming under them until January 1st, 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 that 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 unit of said subdivision or development to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants, and either 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 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, 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 for no less than two cars and the usual domestic servant quarters.

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 lines as shown on the recorded plat. No building shall be located nearer than 10 feet to any interior lot line. For the purpose of this covenant eaves, steps, open porches or patios shall not be considered as part of any 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 10 feet to any lot line on in front of the building set back line.

6. No exposed concrete blocks foundations will 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 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.

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, tri-level or split-foyer house without an attached garage or carport. In one and one-half or two story house, the first floor must not be less than 1400 square feet and second floor must have not less than 800 square feet. In case of a tri-level house only the two top floors may be considered in computing the area. The lower level will not be considered in the minimum square foot area. In a split-foyer, the upper level is all that will be considered in computing the minimum square foot area. No basement area, either finished or unfinished will be considered as a part of the minimum square foot area. In computing the minimum floor square foot area, measurements will be made from the exterior walls, but will include no basement areas whether finished or unfinished. All houses shall have a solid foundation of brick or 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 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 the sub-divider. In the event the sub-divider fails to approve or disapprove such design and location within 14 days (Fourteen) 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 the said sub-divider 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 nature be used as a residence.

11. No house trailer or mobile home shall be parked on any lot at any time. Travel and camping trailers or mobile homes may not be parked in the subdivision for longer than two weeks at any one time. Said camping or travel trailers or mobile homes may be kept in garages with the doors fully lowered. Boats and/or boat trailers will not be permitted on driveways or outside parking sites.

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 inoperable car or truck may be parked on the street nor any lot in this subdivision. Cars stalled on streets must be removed within 24 hours. Cars must not be parked on the streets overnight unless there is a problem. No cars may be worked on on any lot in the subdivision.

14. 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 hinea pigs may be kept. No hutches may be built or kept on any lot in this subdivision.

15. 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. Once construction has started on a dwelling, work must proceed continually until completed.

16. No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste. Garbage or other waste must 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 view or neighborhood view by a wall or decorative fence or be buried in the ground.

17. 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 or as shown on recorded Map if said Map calls for wider easements. Ten (10) feet power lines 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.

18. All lots are served by a sewer line. No septic tanks or drainfields may be installed.

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

20. No yards on front access may be fenced. Fences may be erected from the back corners or the dwelling to the side line and down the side line of said lot and across the back. No detached outbuilding as said term is defined, herein shall be erected or allowed to remain on any part of any building plot in this Subdivision. The term "detached" outbuilding as used in these covenants and restrictions means any garage, carport, quarters for domestic servants, laundry room, tool or workshop, hot house or greenhouse. Children's playhouses may be erected with the written permission of the owner of the subdivision and after said owner of Subdivision has approved plans for the playhouse before construction starts. At no time shall the playhouse be used to store tools or be converted to a workshop, greenhouse or for any other use than a child's playhouse. Said playhouse must be kept in good condition and must be torn down and removed if it is not maintained so as not to become an eyesore in the neighborhood.

21. All garages, and or carports must be the size for at least two cars minimum.

22. No dog pens or runs may be erected on any lot in this subdivision. The fencing for containing a pet must be the fencing of the entire back yard.

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

24. No property owner may impose any additional covenants or restrictions on any part of the land shown on the plat of Belmont West, Unit Eight.

IN WITNESS WHEREOF, the said Claude H. McSpadden and wife, Dorothy S. McSpadden have caused this instrument to be executed and their names to be signed hereto.

Claude H. McSpadden

Dorothy S. McSpadden

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public of said County and State, the within named bargainors, Claude H. McSpadden and wife, Dorothy S. McSpadden, with whom I am personally acquainted, and who acknowledge that they executed the within instrument for the purposes herein contained.

Witness my hand and seal at office in Knox County this the 19th day of March, 1979.

My commission expires: 6-18-79

[Signature]
Notary Public

