

WD 1043  
Received the 4 day of Dec, 1958 at 1042 o'clock AM

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*Gordon Lema*

Register

DECLARATION OF RESTRICTIONS

WEST HILLS SUBDIVISION UNIT ELEVEN

WHEREAS, the undersigned, M. A. SCHUBERT, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situate in the 6th (formerly 11th) Civil District of Knox County, Tennessee, and known as West Hills Subdivision Unit Eleven, as shown on the map of the same of record in Map Book 24, page 90, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner, 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 M. A. Schubert, Trustee, does hereby covenant and agree with all subsequent owners of lots in the said Subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all 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, 1980, at which time said covenants shall be automatically extended for successive periods of ten 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.
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 excluding that portion shown on the recorded map for future development and that portion shown on the recorded map as business or commercial, 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.
5. No building shall be located on any lot nearer to the front lot line than 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 12 feet to any interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a 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 any building set-back line, as shown on the map of record referred to above.

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 floor area of less than 1800 square feet area except where the house has a basement, the minimum square feet area shall be 1700 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, whether finished or unfinished, porches, carports, or garages. In computing the minimum floor area of a one-story house, only the main floor will be considered. In a one and one-half or two-story house, the first floor must have not less than 75 per cent of the minimum square foot area required, and the remaining story must have not less than 25 per cent of the minimum square foot area required. In a tri-level house only the two top levels can be considered in computing the minimum square foot area, except 300 square feet of lower level, if finished and above highest grade line may be counted in computing minimum square foot area.

8. No building shall be erected, placed, altered, or permitted to remain on any building plot 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 committee composed of Morgan A. Schubert, and two other members appointed by Morgan A. Schubert, said committee to be known as the Planning Committee. 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 1 January 1964. 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. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything 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 5 feet in width are reserved along the rear and side lot lines for the installation and maintenance of telephone and electric lines, and drainage purposes. No easements, rights of ways or rights of access shall be deemed, 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 sign of not more than five square feet advertising the property for sale or rent, or signs of not more than five square feet 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. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage 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 such a manner as to fully comply with all laws and health regulations.

IN WITNESS WHEREOF, the said M. A. SCHUBERT, TRUSTEE, has hereunto set his hand on this 3 day of December 1958.

M. A. Schubert, Trustee  
M. A. SCHUBERT, TRUSTEE

STATE OF TENNESSEE )  
COUNTY OF KNOX . )

Personally appeared before me Frances B. Jarvis a Notary Public in and for said County and State, M. A. SCHUBERT, TRUSTEE, the within named bargainor, 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 in Knoxville, Knox County, Tennessee, this 3rd day of December 1958.

Frances B. Jarvis  
Notary Public

Commission expires:

Jan 23, 1961

