

THIS INSTRUMENT WAS PREPARED BY
David R. [unclear]
NAME ADDRESS

INSTRUMENT NO. 31

Insr: 196510010000023
Pages: 1 of 3
Cross Ref: MB 1302/779
Back File Automation

DECLARATION OF RESTRICTIONS REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE
Recorded at 1:10 o'clock P.M. and entered
in Note Book # 57 on the following date
for the following fee:
London Sam [unclear] \$ 1.00
REGISTER

As recorded in Warranty Book 1230, Page 1037, July 29, 1963,
Register's Office, Court House, Knox County, Tennessee

WHEREAS, Heather Heights, 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 29th day of July, 1963, recorded in Deed Book 1230, page 1037, in the Register's Office for Knox County, Tennessee; and

WHEREAS, said subdivision is known as Heather Heights, Unit II, the map of which is of record in Map Book 42-S, page 17, 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 Heather Heights 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 23rd day of September, 1965, and shall be binding on all parties and all persons claiming under them until September 23, 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 effect 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.
5. No building shall be located on any lot nearer to the front 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 twelve (12) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building set-back 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.

Page 2
UNIT II, HEATHER HEIGHTS

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 and garages, of less than 1150 square feet in the case of a one story dwelling, 800 square feet in the case of a two story dwelling. "Split-level" dwelling shall be considered as one story dwelling, and in calculating square footage, the lower level shall not be considered. All dwellings shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practices for the State of Tennessee, be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority.

8. 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.

9. No trailer, basement, tent, shack, garage, barn, or other out-building 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 residence.

10. Easements five (5) feet in width are reserved along all lot lines for the installation and maintenance of utility and drainage. No easements, rights of way or rights of access shall be deduced, 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.

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

12. 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.

13. 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. No outside toilets shall be permitted in the subdivision.

14. No house constructed on any lot in the subdivision may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

IN WITNESS WHEREOF, the said owners of Heather Heights have caused this instrument to be executed and their names to be signed hereto.



Instr: 19651001000023
Pages: 2 of 3

Back File Automation

HEATHER HEIGHTS

By:

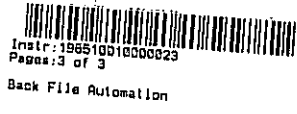
Wallace Dwight Kossol
Wallace Dwight Kossol

James Wallace Ladd
James Wallace Ladd

BOOK 1302 PAGE 780

STATE OF TENNESSEE

COUNTY OF KNOX

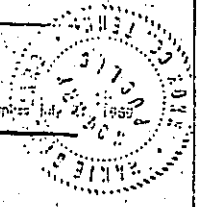


Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Wallace Dwight Kessel and James Wallace Ladd, with whom I am personally acquainted, and who, upon oath, acknowledging themselves to be the owners of Heather Heights, the within named bargainors, a partnership, and that they have executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knoxville, Tennessee, on this the 1st day of October, 1965

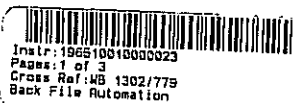
Marie B. Hard
Notary Public

My Commission Expires: _____
My commission expires July 21, 1966



THIS INSTRUMENT WAS PREPARED BY
Shirley Register
NAME: *Shirley Register* ADDRESS: *Lawrence, Tenn*

INSTRUMENT NO. 31



DECLARATION OF RESTRICTIONS REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE
OF
Recorded at *6:10* o'clock *P.M.*, and entered
in Map Book # *57* on the following date
for the following fee:
UNIT II, HEATHER HEIGHTS
Borden Sam \$ 100 00000250.00
REGISTER

As recorded in Warranty Book 1230, Page 1037, July 29, 1963,
Register's Office, Court House, Knox County, Tennessee

WHEREAS, Heather Heights, 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 29th day of July, 1963, recorded in Deed Book 1230, page 1037, in the Register's Office for Knox County, Tennessee; and

WHEREAS, said subdivision is known as Heather Heights, Unit II, the map of which is of record in Map Book 42-S, page 17, 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 Heather Heights 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 23rd day of September, 1963, and shall be binding on all parties and all persons claiming under them until September 23, 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 effect 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.
5. No building shall be located on any lot nearer to the front 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 twelve (12) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from the minimum building set-back 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.

Page 2
UNIT II, HEATHER HEIGHTS

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 and garages, of less than 1150 square feet in the case of a one story dwelling, 800 square feet in the case of a two story dwelling. "Split-level" dwelling shall be considered as one story dwelling, and in calculating square footage, the lower level shall not be considered. All dwellings shall have a solid foundation of brick, concrete block, or stone and all buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority.

8. 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.

9. No trailer, basement, tent, shack, garage, barn, or other out-building 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 residence.

10. Easements five (5) feet in width are reserved along all lot lines for the installation and maintenance of utility and drainage. No easements, rights of way or rights of access shall be decided, 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.

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

12. 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.

13. 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. No outside toilets shall be permitted in the subdivision.

14. No house constructed on any lot in the subdivision, may be occupied prior to its completion, which completion shall include landscaping, all of which said landscaping shall be consistent and in keeping with the surrounding neighborhood.

IN WITNESS WHEREOF, the said owners of Heather Heights have caused this instrument to be executed and their names to be signed hereto.



Instr: 196510010000023

Pages: 2 of 3

Back File Automation

HEATHER HEIGHTS

By:

Wallace Dwight Kossol
Wallace Dwight Kossol

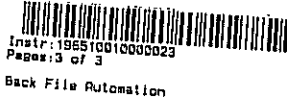
James Wallace Ladd
James Wallace Ladd

BOOK 1302 PAGE 780

Page 3
UNIT II, HEATHER HEIGHTS

STATE OF TENNESSEE

COUNTY OF KNOX



Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Wallace Dwight Kessel and James Wallace Ladd, with whom I am personally acquainted, and who, upon oath, acknowledging themselves to be the owners of Heather Heights, the within named bargainors, a partnership, and that they have executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Knoxville, Tennessee, on this the 1st day of October, 1965

Maria B. Hard
Notary Public

My Commission Expires:

My commission expires July 1, 1969

