

Received the 29 day of May, 1957 at 3⁰⁰ o'clock P.M.

Rebelf White

Register

103

PROTECTIVE COVENANTS OF RESTRICTIONS

APPLICABLE TO

FOREST BROOK PARK SUBDIVISION

UNIT 2

Located in the
6th Civil District of Knox County, Tennessee.

PART A. PREAMBLE.

Comes now this date, May 28, 1957, Alex J. Harkness, resident of Knoxville, Tennessee, whose signature appears at the foot of this instrument, and who declares that he is the sole owner of the subject Forest Brook Park, of record in the Register's office of Knox County, Tennessee, in Map Book 23, Page 102, and the owner aforesaid further declares that there exists no mortgages, liens, assessments, or any other interests in or against the lands of the said subdivision to be subordinated to these covenants, and in the interest of promoting an exclusively residential community for homes of good character, do establish the foregoing PROTECTIVE COVENANTS OF RESTRICTION.

PART B. GENERAL PROVISIONS.

B-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

B-3. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART C. AREA OF APPLICATION.

C-1. Fully-protected Residential Area. The residential area covenants in Part D, below, in their entirety shall apply to the entire subdivision.

Sheet No. 1 of 3 Sheets.



Instr: 195705290000002
Page: 1 of 3
Cross Ref: NB 1049/103
Back File Automation

PROTECTIVE COVENANTS OF RESTRICTION

104

APPLICABLE TO
FOREST BROOK PARK SUBDIVISION
(Continued)

Sheets No. 2
of 3 Sheets.

Part D. RESIDENTIAL AREA COVENANTS.

D-1. Land use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

D-2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the dates these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one-story.

D-3. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. No dwelling shall be located nearer than ten feet to an interior lot line, no dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

D-4. Lot Area and Width. No lot shall be subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line or an area of less than 15,000 square feet.

D-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot and over the side five feet of each lot.

D-6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.



Instr: 19578528000002
Page: 2 of 3

Bank File Automation

PROTECTIVE COVENANTS OF RESTRICTION

APPLICABLE TO
FOREST BROOK PARK SUBDIVISION
(Continued)

Sheet No. 3 105
of 3 Sheets.

D-7. Temporary Structures. No Structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

D-8. Livestock and Poultry. 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 may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

D-9. Garbage and Refuse Disposal. 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 or disposal of such material shall be kept in a clean and sanitary condition.

D-10. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the party aforesaid on this date first above written have set his hand and seals.

Alex J. Harbison

STATE OF TENNESSEE)
SS.

COUNTY OF KNOX)

Personally appeared before me C. Dealey
NOTARY PUBLIC of said county, the within named bargainer, Alex J. Harbison 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, this 28 date of May A. D.,
Nineteen Hundred and Fifty Seven.



C. Dealey
Notary Public

My commission expires April 16, 1960



Instr: 195705290000002
Pages: 3 of 3
Back File Automation

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY


THIS INSTRUMENT PREPARED BY:
Mark Jendrek, Attorney
Mark Jendrek, P. C.
P. O. Box: 549
Knoxville, Tennessee 37901
(865) 824-1900

AMENDMENT TO
PROTECTIVE COVENANTS OF RESTRICTIONS
APPLICABLE TO
FOREST BROOK PARK SUBDIVISION
UNIT 2

Pursuant to that certain document entitled "Protective Covenants of Restrictions Applicable to Forest Brook Park Subdivision Unit 2 Located in the Sixth District of Knox County, Tennessee," of record in Warranty Book 1048, Page 103 of the Register of Deeds office for Knox County, Tennessee ("Restrictions"), and pursuant to that certain plat of record in Plat Cabinet C, Slide 80-A (formerly Map Book 23, Page 118) ("Plat"), certain minimum building setback lines have been established on the recorded plat and mention is made thereof in Section D-3 of the Restrictions.

Pursuant to Section B-1 of the Restrictions, the Restrictions may be modified through "an instrument signed by a majority of the then owners of the lots" and recorded in the Register of Deeds office for Knox County, Tennessee.

Pursuant to the Plat, there are nineteen lots in Unit 2 of Forest Brook Park Subdivision. The following ten owners of lots, as of the execution date of this Amendment and Modification, constituting a "majority of the then owners of the lots" required pursuant to Section B-1 of the Restrictions, do hereby amend the Restrictions and the Plat by deleting, in its entirety, the first


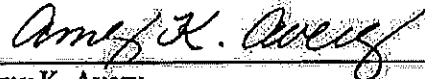





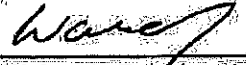


Knox County Page: 1 of 11
REC'D FOR REG 08/13/2010 3:14:40PM
RECORD FEE: \$87.00
M. TAX: \$0.00 T. TAX: \$0.00
201008130009453

sentence of Section D-3 of the Restrictions (which appears in Warranty Book 1048 at Page 104) and substituting in lieu thereof the following:

“Except for Lot 8, as shown on that certain Plat of record in Plat Cabinet C, Slide 80-A (formerly Map Book 23, Page 118) in the Register of Deeds office for Knox County, Tennessee, no buildings shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. With respect to Lot 8, the front minimum building setback line shall be modified from that shown on the Plat, and reduced to a distance of twenty-five (25) feet from the right-of-way for Forest Brook Road.”

In all other respects, the Restrictions remain unamended and unmodified.

This Amendment and Modification is intended to be effective as of May 10, 2010.

Lot No.	Owner	Owner
<u>8</u>	 Howard Avery	 Amy K. Avery
<u>3</u>	 Thomas B. Skaggs	
<u>6</u>	Daniel L. Webb	Whitney Webb
<u>7</u>	 Owen T. Hughes	 Ava Aldebaran Hughes
<u>9</u>	 John H. Gillespie	 Sierra S. Gillespie
<u>WB 2 10</u>	 Walter A. Bearden, Jr.	 Gray N. Bearden

Received 15 March 1963 1:35 P.M.

[Handwritten Signature]

Register

PROTECTIVE COVENANTS OF RESTRICTIONS

APPLICABLE TO

FOREST BROOK PARK SUBDIVISION

UNIT 3

Sections 2 & 3

Located in the

6th Civil District of Knox County, Tennessee.

PART A. PREAMBLE.

Comes now this date, February 28, 1963, Alex J. Harkness, President of Harkness Corporation, resident of Knoxville, Tennessee, whose signature appears at the foot of this instrument, and who declares that Harkness Corporation is the sole owner of the subject Forest Brook Park, of record in the Register's office of Knox County, Tennessee, in Map Book 355, Pages 37 & 38, and the owner aforesaid further declares that there exists the said subdivision to be subordinated to these covenants, and in the interest of promoting an exclusively residential community for homes of good character, do establish the foregoing PROTECTIVE COVENANTS OF RESTRICTION.

PART B. GENERAL PROVISIONS.

B-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

B-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

B-3. SEVERABILITY. Invalidation of any one of these covenants by judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART C. AREA OF APPLICATION.

C-1. Fully-protected Residential Area. The residential area covenants in Part B, below, in their entirety shall apply to the entire subdivision.

Sheet No: 1 of 3 Sheets.



Instr: 1583015060044
Pages: 1 of 3
Cross Ref: KB 1223/158
Book File Automation

Instr: 156303156800044
Pages: 2 of 3
Back File Automation

PROTECTIVE COVENANTS OF RESTRICTION
APPLICABLE TO
FOREST BROOK PARK SUBDIVISION
(Continued)

Sheet No. 2
of 3 Sheets

Part D. RESIDENTIAL AREA COVENANTS.

D-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

D-2. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the dates these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one-story.

D-3. Building Location. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. No dwelling shall be located nearer than ten feet to an interior lot line, no dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, saves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

D-4. Lot Area and Width. No lot shall be subdivided into, nor shall any dwelling be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line or an area of less than 15,000 square feet.

D-5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot and over the side five feet of each lot.

D-6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

PROTECTIVE COVENANTS OF RESTRICTION

APPLICABLE TO
FOREST BROOK PARK SUBDIVISION
(Continued)

Sheet No. 3
of 3 Sheets.

D-7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

D-8. Livestock and Poultry. 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 may be kept provided that they are not kept, bred; or maintained for any commercial purposes.

D-9. Garbage and Refuse Disposal. 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 or disposal of such material shall be kept in a clean and sanitary condition.

D-10. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with standards and requirements which are substantially equal to or exceed the minimum requirements for such systems as issued by the Federal Housing Administration in connection with the insurance of mortgages covering property in this state and in effect on the date such system is constructed. Approval of such system shall be obtained from the health authority having jurisdiction.

IN WITNESS WHEREOF, the party aforesaid on this date first above written have set its hand and seals.

(Corporation Without Seal)

HARKNESS CORPORATION

Alex J. Harkness
Alex J. Harkness, President



STATE OF TENNESSEE)

COUNTY OF KNOX)

Personally appeared before me *Gloria S. Harmon*
NOTARY PUBLIC of said county, the within named bargainer, Alex J. Harkness 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, this 28 date of February A.D.,
Nineteen Hundred and Sixty-Three.

My commission expires My Commission Expires January 7, 1964

Gloria S. Harmon
NOTARY PUBLIC

Instr: 19838315028044
Pages: 2 of 3
Back File Automation

This instrument prepared by: CORBITT CONSTRUCTION COMPANY
1116 BLUFF VIEW DRIVE
KNOXVILLE TN 37902

DECLARATION OF RESTRICTIVE COVENANTS OF
FOREST BROOK COURT

This Declaration made this 1st of August, 1999, by Corbitt Construction Company, a Tennessee corporation.


WITNESSETH:

WHEREAS, Corbitt construction company is the owner of the property in a subdivision known as Forest Brook Court Subdivision (the "Subdivision"), Knox County Tennessee, and

WHEREAS, said owner, hereinafter referred to as "Developer," or its successors in title is developing the property hereinafter identified as a residential subdivision, said Developer does hereby impose the following protective covenants and restrictions upon the property hereinafter identified to be observed by the Developer and all purchasers of lots in the property and their respective successors and assigns as follows:

1. The land subject to these covenants is the property described in Exhibit A attached herein referred to as Lots 1,3,4,5,6,7,8,9, Forest Brook Court.
2. The Property shall be used for residential purposes. Developer, as well as any builder of homes on the Property, shall have the right to construct and maintain model homes on any of the lots.
3. No structure as hereinafter defined in Paragraph 15 shall be erected, altered, placed or permitted to remain on the Property unless approved by the Architectural control committee ("Committee") in accordance with Paragraph 15. The committee shall not approve any multi-family dwelling nor shall it approve any single family dwelling which exceeds three stories in height. Nothing contained in this paragraph or in these Restrictive Covenants shall be interpreted as allowing the committee to approve structures or uses of the Property that specifically prohibited by the terms of these Restrictive Covenants.
4. Living areas of the main structure, exclusive of open porches, garages and breezeways, shall contain a minimum of two thousand four (2400) square feet of living space for a one story dwelling and two thousand nine hundred (2900) square feet for a two story dwelling.
5. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, shrubs, mulched areas, and trees which shall be neatly maintained, all open lot areas shall be maintained as lawns, and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of six (6") inches.

INST: 16235 WB 2188 PG: 547
REC'D FOR REC 09/08/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00


Instr: 8860008049078
Pages: 1 of 3
Grant Ref: WB 2188/547
Book File Automation

6. No structure of a temporary character, trailer, tent or shack shall be used, placed, stored, erected or allowed to exist or remain on the Property at any time, either temporarily or permanently. Neither a garage nor a basement shall be used permanently or temporarily as a separate residence apart from the house of which it is a part. This does not preclude the use of a temporary building as a construction or sales office.

7. There shall not be permitted exterior structures such as radio, television, or other antenna or towers or satellite dishes, above ground swimming pools, or any other type of structure which detracts from the overall appearance of the subdivision.

8. All fencing or walls for decorative or functional purposes must be submitted to the Committee in accordance with the procedure in Paragraph 15 below. The Committee shall not approve any metal or chain link or split rail fences or walls. Said types of fences and walls are prohibited on the Property.

9. No inoperable or junk vehicle, or commercial or industrial vehicles, including but not limited to moving vans, trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers, or buses shall be regularly or habitually parked on the Property. No outside storage of boating equipment, travel trailers, camping equipment, or recreational vehicles shall be allowed on the Property, including on any street within the Property.

10. 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 may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

11. No clothing, laundry or wash shall be aired or dried on the Property.

12. During the construction of any structure upon any portion of the Property owner and builder shall be required to maintain a clean and neat construction site at all times. Outdoor burning shall be permitted only as approved by the committee during construction of a structure. The Committee shall have complete authority to determine whether a site is being maintained in "a clean and neat" condition during construction and the owner and builder shall be required to comply with any directives of the committee concerning the removal of garbage or other waste from the construction site, the cleaning of the construction site, and the storage of equipment and rubbish, garbage or other waste better matter on the construction site. The owner and builder shall be required to clean the street adjacent to the construction site following completion of construction.

TAX: 16235 NB 2188 PG: 548
REC'D FOR REC 09/08/1995 12106152 KNOX CO, TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00



Instr: 19950908000075
Page: 2 of 8

Back File Automation

The Committee shall advise the owner and/or builder of any violations of this restrictive covenant either orally or in writing and shall specify the time period being allowed for corrective action. If corrective action is not taken within said time period, the Committee is empowered to assess a fine against the owner and/or builder of up to \$500, and/or to take action itself to restore the property to a clean and neat condition and shall have a lien upon the lot where construction is taking place equal to the cost incurred by it for said purpose plus any fine assessed. The committee shall file a notice in the Register's office for Knox County, Tennessee within forty five (45) days after its restoration of the property is completed setting forth the amount of its lien. The lien for a fine shall be filed within sixty (60) days after the date specified by the Committee for payment of the same. The committee may enforce the lien by a sale conducted in accordance with the provisions of Tennessee law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The Committee specifically shall have the right to advertise the property for sale on twenty (20) days notice without the necessity of resorting to a judicial sale.

The Committee shall have the power to bid for any property sold for the purpose of enforcing its lien and, after the sale, shall have the power to acquire and hold, lease, mortgage and convey the same. In the event that proceeds are received at the sale in excess of that required to extinguish the lien of the Committee, it shall be paid to the proper party in accordance with the interest of the parties as they appear of record in the Register's Office for Knox County, Tennessee or may be tendered into Court by the committee in an Interpleader action for the purpose of having the Court determine the entitlement of various parties to said proceeds.

In addition to the above remedies, the right to seek specific performance of a covenant contained herein, and other rights and remedies in law and equity, the Committee shall have the right, but not the obligation, to file a Notice of Noncompliance in the Register's Office for Knox County, Tennessee at any time after a violation has occurred for the purpose of notifying potential purchasers or lenders that a violation has taken place and that corrective action is required. The committee shall have no liability to the owner of the property asserted to be in noncompliance so long as the Notice of Noncompliance is filed in good faith.

Other than as set forth above in this paragraph, there shall be no accumulation or storage of litter, trash, rubbish, or waste of any kind on the Property. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, litter, refuse, or waste materials shall not be placed or operated on the Property.

INST: 14235 WB 2188 PG: 549
REC'D FOR REC 09/08/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00



Instr: 199509080430076
Pages: 3 of 9

Book File Automation

13. No signs of any kind shall be displayed to the public view on any lot if not approved by the Committee, except one sign of no more than five (5) square feet advertising lots within the property for sale or rent. During the construction and sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by Developer or with the approval of Developer by any builder of homes on the Property, on any part of the Property, and on or in any building or structure now or hereafter erected thereon.

14. No person shall paint the exterior of any building a color different from the original color of said building without the proposed color having been approved by the committee. Storm doors must be approved by the Committee.

15. One (1) set of plans and specifications for any structure intended to be constructed or altered shall be submitted to the Committee for approval or disapproval. The plans and specifications shall show size, design, color, texture, materials to be used, and the proposed location of the structure on the lot. The front elevation sheet of plans and specifications may be retained by the Committee. The committee may grant conditional approval of the plans or may require modifications in plans prior to approval. In the event that said committee fails to approve or disapprove such plans and specifications and location with thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the applicant will be deemed to have fully complied with this covenant. Any construction or exterior addition or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and, at the option of the committee, the property shall be restored to the original condition at the owner's cost.

In addition to the plans and specifications, the name of the builder being utilized to construct the structure shall be provided to the Committee. The Committee shall have the absolute discretion to approve or disapprove of any builder proposed to be used to construct a structure. The committee shall have authority to disapprove a builder because it has determined that a builder does not have adequate financial strength, good moral character, or skills appropriate to completing a structure in accordance with the expectations for the property. The committee shall use the same procedure for approving or disapproving the builder as is provided above for plans and specifications. The committee shall not be obligated to specify its reason for denying approval of a builder and its decision in this regard shall be final and not subject to review by any court or other judicial body. Its determination is final and binding on all owners of lots on the Property.

The word "structure" as used herein shall mean all buildings, walls fences, in ground swimming pools, mailboxes and mailbox posts, bird baths, changes in grade of the land, and all other improvements or changes of a permanent nature other than the usual and customary maintenance and refurbishing of the property. A building permit shall be obtained from the proper governmental authority prior to any additions or alterations to a building.

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INST: 14225 NB 2188 PG: 550
REC'D FOR REC 09/08/1995 12:04:52 KNOX CO. TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00



Inst: 188688888888876
Page: 4 of 9

Back File Automation

In the event the committee determines that there has been a violation of this or any other restrictive covenant where a specific corrective procedure is not provided for, it shall notify the owner of the property and request that the property be restored to the original condition or to a complying condition at the owner's cost. The notice to the owner shall contain a deadline by which the restoration or compliance shall be completed. If the restoration or compliance is not completed within the time allowed, the Committee shall have the right to restore the property to its original condition or to a complying condition and shall have a lien upon the property equal to the cost incurred in connection therewith. The lien shall be asserted by filing a Notice within forty five (45) days after the deadline for compliance and said liens shall be enforced in the same manner as provided in paragraph 12. The liens shall include, in addition to the actual cost of restoration, any other cost incurred by the Committee as a result of the violation of this restrictive covenant, including, but not limited to, fees, litigation expenses and administrative and secretarial costs.

The Committee shall also have the right to file a Notice of Noncompliance as provided in paragraph 12 at any time after a violation of this restrictive covenant or any other restrictive covenant has occurred. The same procedures and immunities provided for in paragraph 12 shall apply in connection with violation of this restrictive covenant.

16. The Committee shall have no liability to owners that have submitted plans and specifications for approval or have requested approvals provided for in these Restrictive Covenants or to other owners of property in the subdivision as a result of their approval or non-approval of the same. The committee has no expertise in engineering and does not undertake any duty to determine suitability of soil, soundness of design of the proposed structure, or appropriateness of any engineering or architectural feature except for the purpose of determining whether the design of the proposed structure and the proposed structure itself is in harmony as to exterior design, location and appearance in relation to surroundings, structures and topography and overall expectations of the community. Although the Committee undertakes no duty to determine suitability of soil or other matters as described above, it has the authority to disapprove of plans in the event that it has concerns about these particular matters. The determination of the committee is subjective and discretionary and is not subject to review by any Court or other judicial body. Its determination is final and binding on all present or future owners of all, or a part, of the Property.

17. The committee shall be composed of James J. Corbitt whose mailing address is 1116 Bluff View Drive, Knoxville, Tennessee 37919. At any time after one hundred (100%) percent in number of the lots comprising the Property have been sold by Developer to new owners, the then record owners of a majority of the lots shall have the power through a duly recorded instrument to change the membership of the Committee.

INSTR: 16235 NB 2188 PG: 551
REC'D FOR REC 09/08/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 34.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

5



Instr: 16235 NB 2188 PG: 551
Pages: 5 of 8

Back File Automation

18. No lot as shown on the final Plat Map of the Property (to be recorded in the Register of Deeds Office for Knox County, voluntary alienation, petition, judicial sale or any other process of any kind nor shall any easement or right of way by granted without the consent and approval of the Architectural Control Committee and the proper governmental authorities.

Developer retains the right under these Restrictive Covenants to change the boundary lines of any lots on the Property including subdividing said lots, reducing the lots in size, or increasing the size of any lots. The right of Developer to make changes in the boundary lines of any specific lot shall be terminated upon the sale by developer of said lot.

19. No house under construction on any lot on the Property may be occupied prior to its completion, which completion shall include landscaping, all of which landscaping shall be consistent and in keeping with the surrounding neighborhood. Furthermore, it shall be the affirmative duty of each owner to complete the improvements on each lot as soon as practicable after construction has commenced.

20. All buildings constructed on the Property shall have a brick, stone or stucco veneer or such other material as is approved by the Committee. This requirement shall also apply to any foundation.

21. Any HVAC equipment that may be seen from any street location on the Property must be concealed by a permanent fence or wall which is approved in accordance with the provisions of paragraph 15 hereof.


22. The roof of any house located on the Property shall have a minimum pitch of 8/12, Dimensional Design and color to be approved by the Committee.

23. All garage openings shall be toward the side or rear of the house unless otherwise approved by the Committee.

24. All windows and related trim shall be made of wood.

25. These covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of them (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

INST# 16235 NB 2188 PG# 552
REC'D FOR REC 09/08/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

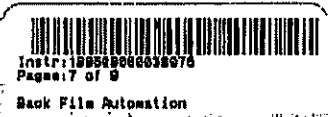

Instr: 19830800038876
Page: 6 of 8
Back File Automation

26. In addition to other remedies provided herein, enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. Any party or parties in title on any of the Property shall have the right to seek enforcement of these covenants, and in the event such party seeking enforcement shall be upheld by the Courts, the Defendant or Defendants in such cause shall be liable for the reasonable attorney fees sustained by the Plaintiff, together with Court costs of such action and the same, along with any damages awarded by the court, if any, shall constitute a lien upon the property of such Defendant(s). The lien shall be effective as of the date a copy of the proceedings seeking enforcement are recorded in the Register's Office for Knox County, Tennessee and shall be in the amount ultimately determined by the Court to be due to the parties seeking enforcement, including, damages, if any attorney fees and Court costs. The lien may be enforced by a sale advertised in accordance with the provisions of Tennessee law applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law. The party seeking enforcement and obtaining an award of damages, attorney fees, or Court costs shall not be required to enforce the lien granted herein by judicial sale.

The lien holder shall have the power to bid for the property at the sale, and to acquire and hold, mortgage and convey the same in the event it is a successful bidder for the property.

These remedies are in addition to the other remedies provided in these Restrictive Covenants and other remedies available under law or equity.

27. Notwithstanding any other provision of these Restrictive Covenants to the contrary, until such time as Developer has sold one hundred (100%) percent in number of the lots on the Property, Developer shall have full and complete authority and discretion to amend these Restrictive Covenants and said amendments shall thereafter be binding on all existing property owners and all owners who purchase property from and after the date of the amendment. No amendment shall, however, be interpreted as requiring the owner of a lot upon which construction of a dwelling has been commenced increase the square footage of the dwelling beyond that required by the restriction in effect at the time the dwelling was commenced. The existing property owner shall, however, abide by and comply with any other amendments made by Developer. After one hundred (100%) percent of the lots on the Property have been sold by Developer, any further amendments to the Declaration of Restrictive Covenants shall require approval of seventy five (75%) percent of the owners of lots on the property unless a different percentage is specifically set forth herein in regard to a specific amendment or action.



INST: 16235 NR 2188 PG: 553
REC'D FOR REC 09/08/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 36.00
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28. All purchasers of lots on the Property and their respective successors and assigns shall comply with all laws and legal duties, whether statutory or otherwise, and all regulations of any governmental entity with respect to the control of surface water runoff. Additionally, each purchaser of lots in the subdivision and their respective successors and assigns shall take such additional steps at their expense as may be required by Developer and/or the Committee to control surface water runoff. Each purchaser of a lot on the Property shall indemnify Developer and/or committee from any and all costs incurred by it including payment of any judgment or settlement of any claim, as a result of claims made against Developer due to the failure of the owner of any lot to properly control surface runoff or to take actions required by the Developer or committee in connection with the control surface water runoff.

Corbitt Construction Company

By: James J. Corbitt
James J. Corbitt

STATE OF TENNESSEE)

COUNTY OF KNOX)

Before me, Diana S. Turley, a Notary Public of the State and County aforesaid, personally appeared James J. Corbitt, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Corbitt Construction Company, the within named bargainer, a corporation, and that he as President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand and official seal at office, in Knox County, this the 6 Day of Sept, 1995
Diana S. Turley
NOTARY PUBLIC

My commission expires: 6-28-99

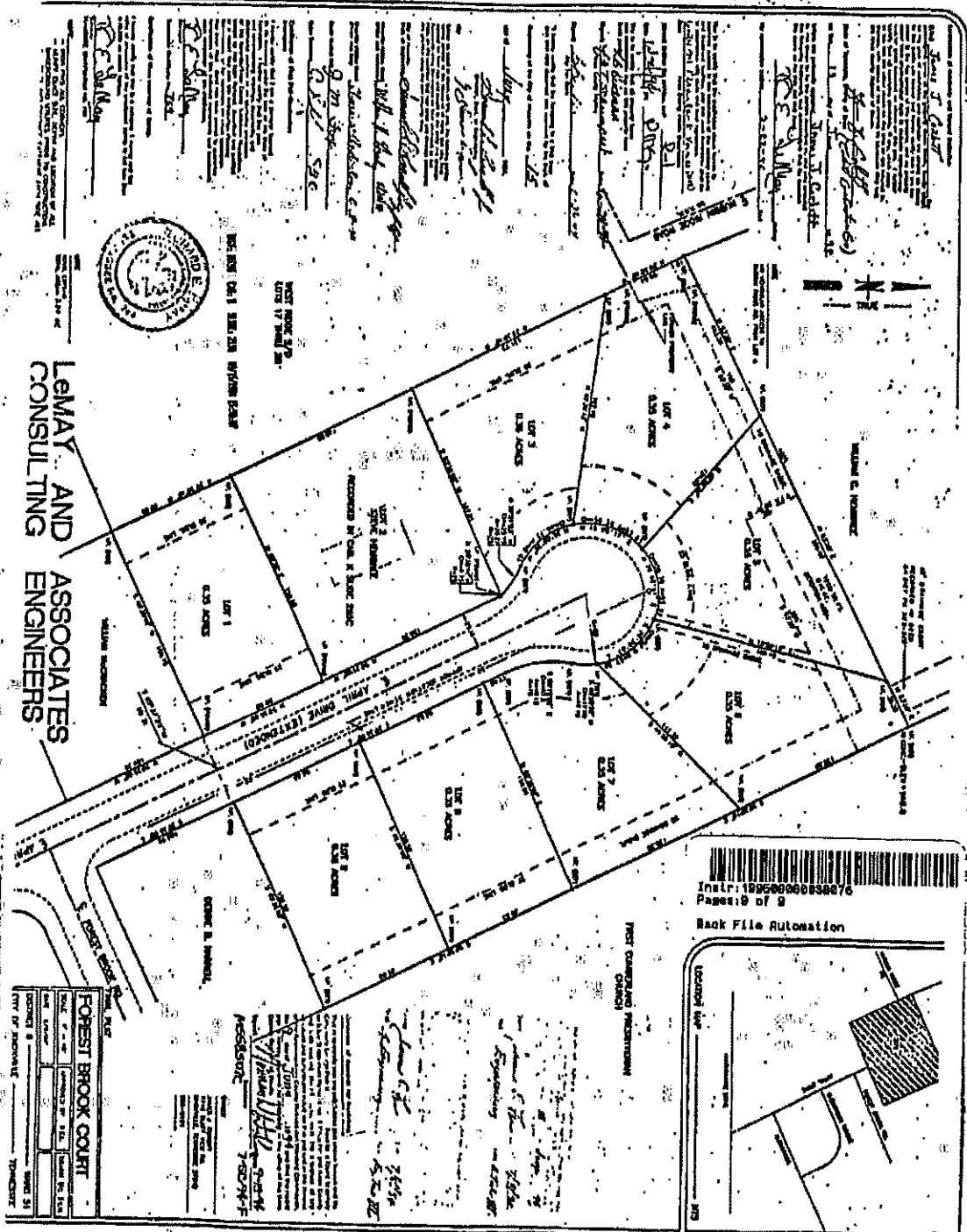


Instr: 16235
Pages: 8 of 8

Back File Automation

INST: 16235 MB 2188 PG: 554
REC'D FOR REC 09/06/1995 12:06:52 KNOX CO. TN
RECORD FEE: \$ 36.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00

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LEMAY AND ASSOCIATES CONSULTING ENGINEERS



Inst: 16225 W9 2189 PG: 555
 Page: 9 of 9

Back File Automation

FOREST BROOK COURT	
LOT 1	1.50 ACRES
LOT 2	1.50 ACRES
LOT 3	1.50 ACRES
LOT 4	1.50 ACRES
LOT 5	1.50 ACRES
LOT 6	1.50 ACRES
LOT 7	1.50 ACRES
LOT 8	1.50 ACRES
LOT 9	1.50 ACRES

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