

Prepared by:  
Nelson Venable, Attorney  
813 Market Street  
Knoxville, Tennessee

DECLARATION OF RESTRICTIONS


FOX FIRE SUBDIVISION

WHEREAS, the undersigned, ROBERT H. SCHRIVER, JR., TRUSTEE, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as FOX FIRE SUBDIVISION, as shown on the map of the same of record in Map Book 59-S, pages 14 and 15, 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 ROBERT H. SCHRIVER, JR., TRUSTEE, does hereby covenant and agree with all subsequent owners of lots in 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 1 January 1995 at which time said covenants shall be automatically extended for successive periods of ten years unless by 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 persons or person 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. Invalidaton 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 nearer than 10 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 part 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 or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.
6. 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 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.

  
Instr: 197408090011159  
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Cross Ref: WB 1537/608  
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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 1400 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, 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 be not less than 1000 square feet and the remaining area in said house must have a minimum of 400 square feet on the second floor. In split-level or tri-level houses only the two top levels can be considered in computing the minimum square foot area, except 100 square feet can be counted in lower level if above grade and is finished. 100 square feet may be counted in basement of house if basement is finished and has two sides above grade.

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 Robert H. Schriver, Jr. and one other member appointed by Robert H. Schriver, Jr., said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within 10 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 the 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 Committee shall cease on or after 1 January 1985. 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 for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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 household 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.

IN WITNESS WHEREOF, the said ROBERT H. SCHRIVER, JR., TRUSTEE, has hereunto set his hand and seal this 9th day of August 1974.

*Robert H. Schriver, Jr.*  
Robert H. Schriver, Jr., Trustee



Instr: 197486098011169  
Pages: 2 of 3

Bank File Automation

BOOK 1537 PAGE 609

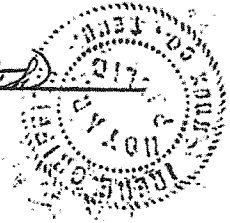
STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me the undersigned a Notary Public in and for said County the within named bargainor, ROBERT H. SCHRIVER, JR., TRUSTEE, 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 9th day of August 1974.

James Griffith  
Notary Public



My Commission expires:

April 22, 1975

REGISTER'S OFFICE, KNOX COUNTY, TENNESSEE

State Tax  Recorded At 2:38 P.M.

In Note Book No. 69 On the 9 Day of Aug 1974

Recording fee:

Edward C. Sharp

95517 80006.00 CA



Instr: 197408090011159  
Pages: 3 of 3

Back File Automation

Prepared by:  
Nelson Venable, Attorney  
813 Market Street  
Knoxville, Tennessee

6151

DECLARATION OF RESTRICTIONS

FOX FIRE SUBDIVISION UNIT TWO

WHEREAS, the undersigned, ROBERT H. SCHRIVER, JR., TRUSTEE, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as FOX FIRE SUBDIVISION UNIT TWO, as shown on the map of the same of record in Map Book 62-S, page 34, 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 ROBERT H. SCHRIVER, JR., TRUSTEE, does hereby covenant and agree with all subsequent owners of lots in 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 1 January 1995 at which time said covenants shall be automatically extended for successive periods of ten years unless by 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 persons or person 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 nearer than 10 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 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.
6. 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 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.

see ND 1579 P-720 Waiver of Bldg Set Back - NR



BOOK 1569 --- 538

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 1400 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, porches, carports, or garages. In computing the minimum floor area of a one-story house, the first floor must be not less than 1000 square feet and the remaining area in said house must have a minimum of 400 square feet on the second floor. In split-level or tri-level houses only the two top levels can be considered in computing the minimum square foot area, except 100 square feet can be counted in lower level if above grade and is finished. 100 square feet may be counted in basement of house if basement is finished and has two sides above grade.

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 Robert H. Schriver, Jr. and one other member appointed by Robert H. Schriver, Jr., said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within 10 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 the 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 Committee shall cease on or after 1 January 1985. 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 for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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 household 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.

IN WITNESS WHEREOF, the said ROBERT H. SCHRIVER, JR., TRUSTEE, has hereunto set his hand and seal this 19th day of December 1975.

  
Robert H. Schriver, Jr., Trustee

BOOK 1569 — 539



Instr: 197512190016287

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STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me the undersigned a Notary Public in and for said County the within named bargainor, ROBERT H. SCHRIVER, JR., TRUSTEE, 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 18<sup>th</sup> day of December 1975.

B. R. Stein  
Notary Public

My Commission expires:

July 19, 1976



REGISTRAR'S OFFICE, KNOX COUNTY, TENNESSEE  
State Tax  Recorded At 3:00 O'clock P.  
In Note Book No. 73 On the 17 Day of Dec. 1975  
Recording fee:  
Howard A. Sharp  
819F3543 E00006.09 CA

BOOK 1569 — 540

Prepared by:  
Nelson Venable, Attorney  
813 Market Street  
Knoxville, Tennessee


DECLARATION OF RESTRICTIONS  
FOX FIRE SUBDIVISION UNIT THREE

WHEREAS, the undersigned, ROBERT H. SCHRIVER, JR., TRUSTEE, of Knoxville, Knox County, Tennessee, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as FOX FIRE SUBDIVISION UNIT THREE, as shown on the map of the same of record in Map Book 63-S, page 74, 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 ROBERT H. SCHRIVER, JR., TRUSTEE, does hereby covenant and agree with all subsequent owners of lots in 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 1 January 1997 at which time said covenants shall be automatically extended for successive periods of ten years unless by 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 persons 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 nearer than 10 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 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above.

  
Instr: 19761170017064  
Pages: 1 of 3  
Cross Ref: MB 1595/830  
Back File Automation

BOOK 1595, PAGE 830

No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.

6. 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 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 1400 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, porches, carports, or garages. In computing the minimum floor area of a one-story house, the first floor must be not less than 1000 square feet and the remaining area in said house must have a minimum of 400 square feet on the second floor. In split-level or tri-level houses only the two top levels can be considered in computing the minimum square foot area, except 100 square feet can be counted in lower level if above grade and is finished. 100 square feet may be counted in basement of house if basement is finished and has two sides above grade.

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 Robert H. Schriver, Jr. and one other member appointed by Robert H. Schriver, Jr., said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within 10 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 the said owners of said property within the 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 Committee shall cease on or after 1 January 1985. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereof, 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.

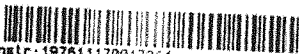
11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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 household 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.

IN WITNESS WHEREOF, the said ROBERT H. SCHRIVER, JR., TRUSTEE, has hereunto set his hand and seal this 17th day of November 1976.



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*Robert H. Schriver, Jr.*  
Robert H. Schriver, Jr., Trustee



STATE OF TENNESSEE

COUNTY OF KNOX

Personally appeared before me the undersigned Notary Public in and for said County the within named bargainer, ROBERT H. SCHRIVER, JR., TRUSTEE 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 17th day of November 1976.

Juanita Sanders  
Notary Public

My commission expires:

21 July 1980



217F5875 E00006.00CA

DURWARD O. SHARP  
REGISTER OF DEEDS  
NOTE BOOK 176  
NOV 17 3 38 PM '76  
RECEIVED FOR  
RECORDING



Instr: 197611170017064  
Pages: 3 of 3