

Prepared By:

GILBERT LEVISON
Route #1, Circle Dr.
Louisville, TENN. 37777

DECLARATION OF RESTRICTIONS

OF

RIVERTRACE SUBDIVISION

518

WHEREAS, F. GILBERT LEVISON has caused to be subdivided a tract of land located in the Eleventh Civil District of Blount County, Tennessee, which tract was conveyed to him by Deed Dated the 19th day of March, 1976, recorded in Deed Book 392, Page 373 & Page 377, in the Register's Office for Blount County, Tennessee, and

WHEREAS, said Subdivision is known as RIVERTRACE SUB-DIVISION, the Map of which is of record in File 610A, in the Register's Office for Blount 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 F. GILBERT LEVISON binds himself, his successors and assigns to impose, and he 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. 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, with the sole exception of a horse or pony barn to be kept in good condition to conform to the architectural design and maintenance of the principal residence.

2. No buildings shall be located on any lot nearer to the front line than the building set-back of 35 feet. No building shall be located nearer than 12 feet to an interior lot line. For the purpose of this covenant, eaves, steps and open porches shall be considered as part of the building.

3. Not more than one dwelling house may be erected on any one lot, as shown on the recorded Map.

4. 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 1700 square feet in the case of a one story dwelling and 1500 square feet on the main floor in the case of a two story or basement dwelling. A "Split-level" dwelling shall be considered as one story dwelling, and in calculating square footage, the lower level shall not be considered. All buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, provided, however, that a dwelling of less than 1700 square feet may be constructed if that said building is of such quality and dimensions as to have a cost equal to one having 1700 square feet in this Subdivision.

for Amendment & new of Block line see page 6 & page 104

5. No 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.

6. Easements five (5) feet in width are reserved along the rear of said lot lines for the installation and maintenance of telephone and electric lines, but said easements are for no other purpose and not to include any installation of water lines. No easements, rights of way or rights of access shall be deeded, granted, or in any way given to any person or companies through any lot in this Subdivision unless permission is given in writing by the owner of said Subdivision.

7. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by builder to advertise the property during the construction and sales period.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that horses, ponies, dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. No horses or ponies shall be kept or boarded on any lots smaller than 1-1/2 acres in size.

9. 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.

10. 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.

11. No mobile home or trailer may be placed or maintained on any lot for the purpose of occupancy as a permanent or temporary residence, nor may any such mobile home or trailer be allowed for storage purposes.

12. 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.

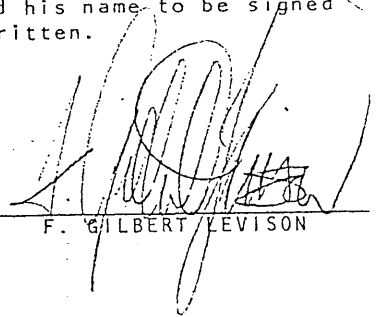
13. These covenants are to take effect immediately, being the 4th day of January, 1977, and shall be binding on all parties and all persons claiming under them until December 30, 2001, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote 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.

14. 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.

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15. 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.

16. 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.

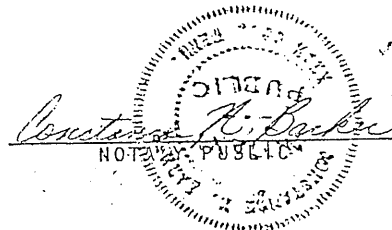
IN WITNESS WHEREOF, the said F. GILBERT LEVISON, has caused this instrument to be executed and his name to be signed hereto on the day and year first above written.


F. GILBERT LEVISON

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, Constance H. Barker a Notary Public in and for said State and County, the within named bargainer, F. GILBERT LEVISON, 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 14th day of January, 1977.



My Commission Expires:

June 23, 1980

Received for record this 18 day of Jan 1977 at 8:40 o'clock A.M.

Howard L. Lindsay

REGISTER OF DEEDS

WHEREAS, Charles Perkins is the owner of Lot 22, River Trace Subdivision, as shown upon map of same, of record in Map File 610-A in the Office of the Register of Deeds for Blount County, Tennessee; and,

WHEREAS, by instrument dated March 19, 1976, of record in Miscellaneous Book 47, page 518, in the Office of the Register of Deeds for Blount County, Tennessee, there were certain restrictions imposed on River Trace Subdivision, and wherein Item II provides that "no building shall be located on any lot nearer to the front line than the building setback of 35 feet"; and,

WHEREAS, Charles Perkins has constructed a dwelling house on said Lot 22 and which structure violates the minimum building setback line along River Trace Boulevard; and

WHEREAS, the affected parties entered into a compromise agreement dated November 2, 1981, between the River Trace Home Owners Association, Inc. and Charles Perkins, and said agreement has been substantially complied with, and

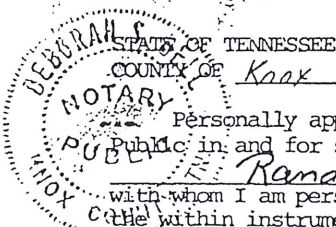
WHEREAS, pursuant to said agreement it is now the desire to waive said violation of said setback line so as to permit said dwelling to remain on Lot 22;

NOW, THEREFORE, said violation of said minimum building setback line as to Lot 22 is waived so as to permit said dwelling to remain on Lot 22 as it now stands, and amend the said minimum building setback line to the extent necessary to achieve this result, BUT NO FURTHER OR OTHERWISE.

IN WITNESS WHEREOF, this instrument has been executed this 25 day of June, 1982.

Randall S. Summer

Received for record the 28 June 82 10:50 A
day of June 1982 at 10:50 clock AM
Howard L. Boulay
REGISTER OF DEEDS



Personally appeared before me, the undersigned authority, a Notary Public in and for said state and county, the within named bargainors, Randall S. Summer, with whom I am personally acquainted and who acknowledge that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at office this 25 day of June, 1982.

Deborah S. Bell
NOTARY PUBLIC

My commission expires: 11/18/85

DEED OF MODIFICATION

THIS DEED, made and entered into by and between the UNITED STATES OF AMERICA (hereinafter referred to as "Grantor"), acting herein by and through its legal agent, the TENNESSEE VALLEY AUTHORITY (hereinafter referred to as "TVA"), a corporation created and existing under an Act of Congress known as the Tennessee Valley Authority Act of 1933, as amended, and F. GILBERT LEVISON (hereinafter called "Grantee");

W I T N E S S E T H:

WHEREAS, by special warranty deed dated December 23, 1952, and supplemental deed dated May 12, 1953, which deeds are recorded in Deed Book 181, page 25, and Deed Book 181, page 29, respectively, in the Office of the Register of Blount County, Tennessee, TVA, as agent for the United States, conveyed to River Lake Industries, Incorporated, two parcels of land in Blount County, Tennessee, identified in TVA's records as tract XFL-31, Parcels 1 and 2, of which Parcel 2 was subsequently conveyed to Gilbert Levison; and

WHEREAS, said deeds contain certain conditions, including conditions that Parcel 2 of tract XFL-31 shall be used solely for the purpose of providing commercial recreation services to the general public and that said parcel, along with appurtenant easement rights, shall not be leased, sold, or otherwise alienated except as a whole without the written consent of the Grantor; and

WHEREAS, Grantor has received a request from F. Gilbert Levison to modify the above-mentioned special warranty deed and supplemental deed as they pertain to Parcel 2 to allow the subdivision and subsequent sale of said Parcel 2 in the form of single family residential lots;

NOW, THEREFORE, in consideration of the premises and of the payment of NINE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$9,500.00) to Grantor, receipt of which is hereby acknowledged, Grantor hereby modifies said conditions as they appear in said deeds and as they apply to Parcel 2 only:

Parcel 2 being more fully described as follows:

A tract of land lying in the Eleventh Civil District of Blount County, State of Tennessee, on the south shore of the Little River Arm of Fort Loudoun Lake at the State Highway No. 73 bridge across the said arm of the lake, and being the same as Parcel No. 2 of TVA Land Sale Tract XFL-31 which is more particularly described as follows:

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For Deed & Modification See W.D. 462 page 687

Beginning at a metal marker (Coordinates: N. 545,087; E. 2,604,562) 650
on the east side of State Highway No. 73 and in the boundary
between the lands of the United States of America and Charles
Merritt Cates; thence with the United States of America's boundary
line N. 70° 13' W., 33 feet to a point in the center line of
State Highway No. 73; thence with the center line of State
Highway No. 73 in a northerly direction approximately 375 feet
to a point in the 820-foot contour on the south shore of the
Little River Arm of the lake; thence, leaving the United States
of America's boundary line, and with the 820-foot contour as it
meanders in an easterly direction to a metal marker in the boundary
of the United States of America's land; thence with the United
States of America's boundary line, leaving the contour, S. 19° 52'
E., 291 feet to a metal marker; thence S. 61° 41' W., 424 feet to a
metal marker; thence N. 70° 13' W., 638 feet to the point of
beginning, and containing 9.4 acres, more or less.

The positions of corners and directions of lines are referred to
the Tennessee Coordinate System. The contour elevation is based
on MSL Datum as established by the USC&GS Southeastern Supple-
mentary Adjustment of 1936.

The following provisions are hereby deleted:

(a) From the special warranty deed of December 23, 1952, the last paragraph
beginning on page 3 thereof and article 3 thereof beginning with the words "In
order to insure the development and use of the land herein described ..." and
ending on page 4 with the words "...shall not be construed to be a waiver of this
condition."

(b) From the supplemental deed of May 12, 1953, the first paragraph
beginning on page 2 thereof with the words, "Whereas, it was and continues to be ..." and
ending on page 2 thereof with the words "Parcels Nos. 1 and 2, respectively,
of said tract XFL-31; and"

(c) From the supplemental deed of May 12, 1953, article 1, on page 2
thereof.

(d) From the supplemental deed of May 12, 1953, article 4 on pages 4, 5,
and 6, thereof.

(e) From the supplemental deed of May 12, 1953, article 5 on pages 6 and
7 thereof.

(The above-mentioned deletions are applicable in reference to Parcel 2
only).

The following provision is hereby substituted for the above deletions and
with respect to Parcel 2 of tract XFL-31 only and are made a part of the original
deeds as if incorporated therein:

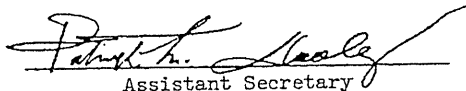
It is hereby agreed and this conveyance is made upon the express condition
that the land herein described and referred to as Parcel 2, tract XFL-31, shall be
used solely for the purpose of single-family residential lots and further that the

Grantee, his heirs, successors in title, assigns, or agents, due to the existing congestion and impairment of the channel of the Little River Embayment of Fort Loudoun Reservoir fronting this property, will not place, construct, cause to be constructed or allow any structure or facility or fill to be placed in or on the waters of Fort Loudoun Reservoir, below elevation 822.0 MSL, abutting Parcel 2 or any land below elevation 822.0 which might from time to time be exposed by the fluctuation of Fort Loudoun Reservoir and abutting Parcel 2. It is further agreed that the Grantee, in accepting this conveyance, covenants for himself, his heirs, successors, and assigns, and agrees to and with the Grantor the above shall constitute real covenants which shall attach to and run with the above-described land and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession.

It is a condition of this instrument, and the Grantee hereby covenants and agrees (a) that all of the reservations, restrictions, covenants, and conditions of the aforesaid special warranty deed and supplemental deed shall be and remain in full force and effect except as specifically provided in this instrument and (b) that neither the provisions of this instrument nor the execution, delivery, or acceptance thereof shall directly or indirectly constitute or effect a waiver or forfeiture of any of the rights of Grantor.

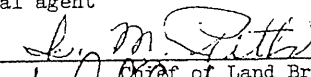
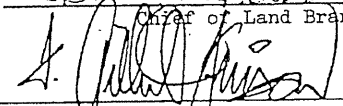
IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto affixed and F. Gilbert Levison has executed this instrument on the 17th day of December, 1976.

Attest:


Assistant Secretary

UNITED STATES OF AMERICA

By TENNESSEE VALLEY AUTHORITY, its
legal agent

By 
Chief of Land Branch

F. GILBERT LEVISON

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STATE OF TENNESSEE
COUNTY OF KNOX

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Before me personally appeared F. GILBERT LEVISON, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed and delivered the same as his free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 17th day of December, 1976.

Constance N. Barker
Notary Public

My commission expires:

RALPH N. LINDSEY

June 23, 1980

JAN 18 1977

STATE OF TENNESSEE
COUNTY OF HAMILTON

ASSESSOR OF PROPERTY

BY

On the 7th day of January, 1977, personally appeared before me I. M. Pitts and Patrick M. Dooley, to me personally known, who, being by me duly sworn, did say that they are Chief of the Land Branch and Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation, as legal agent for the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said I. M. Pitts and Patrick M. Dooley severally acknowledge said instrument to be the free act and deed of said corporation and of the UNITED STATES OF AMERICA.

WITNESS my hand and official seal at Chattanooga, Tennessee, this the day and year aforesaid.

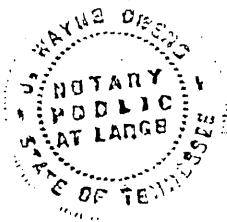
Wayne Owens
Notary Public

My commission expires:

October 6, 1980

Received for record the 18 day Jan 1977 at 8:45 o'clock A.M.
Howard L. Lowndes

REGISTER OF DEEDS



or we hereby swear or affirm that the sum of money paid for the purchase of the property transferred, which is greater is \$ 9500, which amount is a full and complete payment for the property transferred and would command at a voluntary sale.

Amt. Tax Paid \$ 24.70

Subscribed and sworn to before me this the 18 day of Jan 19 77

Howard L. Lowndes

Prepared by Patrick M. Dooley
519 Lupton Building
Chattanooga, Tennessee 37401

Patrick M. Dooley Attorney

WARRANTY DEED

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THIS INDENTURE, made this 31st day of January, A.D., 1977,
between

F. GILBERT LEVISON, SINGLE

of Knox County, Tennessee, First Parties, and

CHARLES D. INGRAM and wife, MARY B. INGRAM

of Knox County, Tennessee, Second Parties,

WITNESSETH: that said First Parties, for and in consideration of the sum of

ONE DOLLAR AND No/100ths-----Dollars (\$ 1.00)
and other good and valuable consideration
to us in hand paid by Second Parties, the receipt of which is hereby acknowledged,

have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey
unto the said Second Parties the following described premises, to wit: Situated in District
BLOUNT
No. Eleven (11) of ~~Knox~~ County, Tennessee, and being known and designated
as Lots 19 and 20, Rivertrace Subdivision, as shown by plat of re-
cord in File No. 610A, in the Register's Office for Blount County,
Tennessee, and to which plat specific reference is hereby made for
a more particular description.

BEING a part of the same property as conveyed to F. Gilbert Levison,
Single, by the following deeds: (1) deed from J. Stewart McCroskey,
et al, as the Board of Directors of Riverlake Industries, Inc., dated
February 17, 1976, and recorded in Deed Book 392, page 377, and (2)
deed from J. Stewart McCroskey, et al, dated February 17, 1976, and
recorded in Deed Book 392, page 373, all of record in the Register's
Office for Blount County, Tennessee.

THIS conveyance is made subject to applicable restrictions of record
in Misc. Book 47, page 518, and in Deed Book 399, page 649, both of
record in the above said Register's Office, and to building set-back
line, and to all existing easements.

I, or we hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, which is
greater is \$ 20,000 which amount is equal to or greater than the amount which property transferred would command at a fu-
luntary sale.

Int. Tax Paid \$ 52.00

Subscribed and sworn to before me this the 4 day of Feb 1977

Alliant

Received for record the 4 day of Feb 1977 at 8:20 o'clock A.M.

Howard L. Bowdary

REGISTER OF DEEDS

Parties at Court Responsible
For Payment of Taxes:

Name

Address 1215 S. Dogwood

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claims to homestead and dower therein. TO HAVE AND TO HOLD THE said premises to the said Second Parties, their heirs and assigns forever.

And said First Parties, for themselves and for their heirs, executors and administrators do hereby covenant with said Parties, their heirs, and assigns, that they are lawfully seized in fee simple of the premises above conveyed and have full power, authority and right to convey the same, and that said premises are free from all encumbrances except taxes for the year 1977 which are to be prorated between the parties as of the date of closing, the payment of which is to be assumed by the Second Parties;

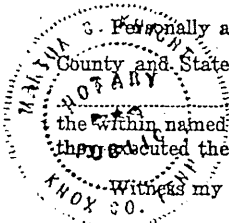
and that they will forever warrant and defend the said premises and the title thereto against the lawful claims of all persons whomsoever.

Whenever in this instrument a pronoun is used it shall be construed to represent either singular or plural, as the case may demand.

IN WITNESS WHEREOF the said First Parties hereunder set their hands and seals the day and year first above written.

_____(L.S.) _____(L.S.)
F. GILBERT LEVISON
_____(L.S.) _____(L.S.)
RALPH M. LINDSEY

STATE OF TENNESSEE, } ss.
KNOX COUNTY



I personally appeared before me, the undersigned authority, a Notary Public in and for said County and State F. GILBERT LEVISON, SINGLE

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this 29 day of February, 1977.

My Commission expires 4-20-81 Martha Knight Notary Public

STATE OF _____ } ss.
COUNTY OF _____

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State _____

the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in _____ County, this _____ day of _____ 19____.

My Commission expires _____ Notary Public

I hereby swear or affirm that the actual consideration or true value of this transfer, which ever is greater, is \$_____ Affiant _____
Subscribed and sworn to before me this _____ day of _____ 19____.