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PROTECTIVE AND RESTRICTIVE COVENANTS
of Winfield Estates, Unit II

WHEREAS, the present owners are having developed for them a subdivided tract of land in five (5) acre tracts and greater and lying in the South-1200 west corner of Toolles Bend Road and Northshore Drive, and whereas the *1200-5 present owner is East Tennessee Production Credit Association. *1200-12 *600-8

WHEREAS, this development is to be known as Winfield Estates and a *1200-12 of said development is recorded in the Register's Office of Knox County, *400-8 Tennessee, in Map Book 82-S, Page 72. 8188# 10-31-85

WHEREAS, it is now desired for the benefit and protection of the 7.177 present owner and future owners of property in this development to establish a sound value for these lots, and purpose of this instrument is to re- *7-4 804# cord such restrictions and protective covenants so that they may be binding and enforceable and a part of the public records pertaining to property in Knox County.

NOW, therefore, in consideration of the premises and for the purposes herein set forth, the undersigned owners bind themselves, their successors, heirs and assigns to impose the following protective and restrictive covenants that shall run with the land and said development and are further set out as follows:

1) LAND USE AND BUILDING TYPE: All lots shall be used exclusively for private residential purposes. Only one residential dwelling is permitted per lot. The owner of a residence, if also the owner of a motor home, travel trailer, or camping trailer, may park such trailer or camper upon their own lot for storage purposes, provided the same is not used for living purposes. No mobile home shall be placed on any lot for any purpose other than that one may be used as a contractor's tool and storage building while constructing a residence but not for residential purposes.

2) DWELLING QUALITY AND SIZE: No residential dwelling shall be placed or permitted to remain on any lot in the development having a ground floor of the main structure, exclusive of one-store open porches and garages, of less than 1,800 square feet in the case of one-story dwelling and 1,000 square feet on the main floor in the case of a two-story or basement dwelling, that one barn or other outbuilding may be constructed on lots five acres or greater in size. Construction of barn or other outbuildings must be homogenous with residential dwelling and not contain any exposed concrete block.

3) BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum building setback lines shown on the recorded plat. No building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 10 feet to an interior lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be constructed to permit any portion of a building, on a lot to encroach upon another lot.

4) EASEMENTS: Utility drainage and right-of-way easements of 10 feet shall be permitted as needed along all property boundary lines. The granting of this easement and rights of access shall not prevent the use of this area by the owner for any permitted purpose except for building.

5) NUISANCE: 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.

6) LAND USE: Any incinerators, garbage or trash areas shall be located to the rear of any residence constructed upon the subject premises, and all garbage and other waste shall be placed in covered containers away from the road.

7) STORAGE: All maintenance and other equipment, such as lawnmowers and garden tractors shall be stored out of view of other property owners.

8) ABANDONED PROPERTY: No abandoned cars, trucks or other abandoned property shall be permitted to remain upon any portion of the subject premises.

9) TEMPORARY STRUCTURES: No structures of a temporary nature such as trailer, basement, tent, shack, garage, barn or outbuildings shall be used on any lot at any time for a residence either temporarily or permanently.

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

11) LIVESTOCK AND POULTRY: No animals, livestock, swine 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 that they are not kept, bred, or maintained for any commercial purposes; provided further, however, that riding horses or cattle for personal use, enjoyment, or consumption may be kept or maintained on lots of a least five acres in size provided, however, that in no event shall there be kept or maintained more than one such animal per acre.

12) WATER SUPPLY: No individual water supply system shall be permitted, except as to Lots 16 and 17 as shown by the aforesaid map,

13) SEWAGE DISPOSAL: Every residence shall have a septic tank which shall be installed in such manner as to fully comply with all laws and health regulations of the State Health Department. No outside toilets shall be permitted in the development.

14) OCCUPANCY: No house may be occupied as a residence prior to completion of construction.

15) TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2004, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

17) SEVERABILITY: The invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

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