

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing instrument and Certificate were filed in
Note Book 49 Page 131/14 Book B M 10-19 1981
Item No. 4441 Recorded Map Book 78 Page 523
State Tax _____ Fee _____ Recording 9.00 Cl. House Fund 1.00
Total 10.00 Receipt 9101

Witness My Hand

Neryl Shedd
Register

This instrument prepared by: Harry J. Bryant, Attorney
4200 Martin Mill Pike
Knoxville, Tennessee 37920

RESTRICTIONS

BLUFF MOUNTAIN VIEW SUBDIVISION

WHEREAS, ROBERT PICKENS and wife, NAOMI PICKENS, are the owners of all lots in Bluff Mountain View Subdivision, the map of which is recorded in Map Book 22, page 11 in the Register's Office for Sevier County, Tennessee.

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, the said Robert Pickens and wife, Naomi Pickens, do hereby impose the following covenants that run with the land on the lots in said subdivision as shown on said map, said covenants are as follows:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1st July 1998, at which time said covenants shall be automatically extended for successive periods of ten 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.
2. If the parties hereto or any of them or their heirs or assigns shall 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 violations.
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. No building shall be located on any lot nearer to the front line than the building set back line of thirty-five (35) feet, nor nearer to any side street line than the set back line of thirty-five (35) feet.
5. Not more than one dwelling house may be erected on any one lot as shown on recorded map, and no lot shown on said map may be subdivided or reshown in size by any device, voluntary alienation, partition, judicial sale or other process, of any kind, except for the purpose of increasing the size of another lot.

6. No residence shall be erected, placed, altered, or permitted on any lot in said subdivision which has a ground floor area of the main structure, exclusive of open porches and garages, of less than 1300 square feet on one level; exception of two story not less than 900 square feet on ground level.
7. 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.
NO livestock shall be maintained on the premises other than cats or other household pets and they may not be maintained for commercial purposes.
8. No trailer, basement, tent, shack or garage 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.
9. Utility and drainage easements five (5) feet in width are reserved along each side of the property lines.
10. The above numbered lots are to be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one residential dwelling not to exceed two stories in height.
11. No signs of any kind shall be displayed to public view on any lot except one sign advertising the property for sale or rent.
12. No lot shall be used or maintained as a dumping ground for rubbish. Garbage or other waste shall be kept in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. Until sewage disposal facilities are available, every residence shall have a septic tank which shall be installed in a manner as to fully comply with all laws and health regulations of the State Health Department. No outside toilets shall be permitted in the subdivision.
14. There shall be no detached garages, tool sheds, barn, or any out buildings constructed on any lot of this subdivision. All garages must be attached and incorporated in the structure.
15. 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 alterations have been approved in writing as to conformity and harmony with the existing structures in the subdivision by the original subdividers.
16. No fence shall be constructed across the front of any lot, nor in front of any building set back line.
17. All plans must be submitted to the developers for approval before construction is commenced.
18. All violations of building set back lines may be waived by the developers and it shall not be necessary to obtain waivers from any other owners or persons.

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19. A complete set of plans and specifications shall be left with the subdivider during the time of construction.

IN WITNESS WHEREOF, the said Robert Pickens and wife, Naomi Pickens, have executed this instrument this 13th day of July, 1978.

Robert Pickens
ROBERT PICKENS

Naomi Pickens
NAOMI PICKENS

STATE OF TENNESSEE *
* SS
COUNTY OF KNOX *

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, ~~myself~~ ~~Naomi Pickens~~ Naomi Pickens, 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 13th day of July, 1978.

Mae Ruth L. Bryant
Notary Public

My commission expires: Jan. 22, 1979
STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Robert Pickens, the within named bargainor, 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 in Sevier County, this 19th day of October, 1981.

My commission expires: 4-24-84

Neal A. Henderson
Notary Public

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