

This Instrument Prepared by: John M. Luttrell
Luttrell Development Corporation
Suite 104
8044 Ray Mears Boulevard
Knoxville, Tennessee 37919

DECLARATION OF RESTRICTIONS
NORTHFIELD ESTATES
UNIT 4

THIS DECLARATION is made this 24th day of MARCH, 1992, by LUTTRELL DEVELOPMENT CORPORATION, INC., a Tennessee corporation with its office and principal place of business in Knox County, Tennessee (hereinafter referred to as "Developer").

Developer is the owner and developer of a tract of land situated in the Sixth (6th) Civil District of Knox County, Tennessee, and known as Unit 4, Northfield Estates, as shown by map of record in Cabinet ' Slot ' in the Register's Office for Knox County, Tennessee (the "Subdivision"), which tract of land is a part of the property conveyed to Developer by deed from John M. Luttrell and Wife Judy A. Luttrell, dated December 4, 1991, of record in Deed Book 2059, Page 300, in the Register's Office for Knox County, Tennessee.

Developer desires that certain restrictive covenants be declared and recorded, which covenants shall be binding on Developer and all subsequent owners of any lot or lots in said Subdivision.

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and the mutual benefit to be derived by all parties concerned, Developer does hereby declare that the Subdivision and all lots and parcels therein shall be held, transferred, sold, conveyed, hypothecated, encumbered, improved and occupied subject to the following restrictions, which shall run with the land and shall inure to the benefit of all present and future owners of any lots in the Subdivision:

1. Term and Binding Effect. These covenants and restrictions shall take effect immediately and shall be binding on all parties owning or claiming an interest in any lot or lots in the Subdivision and all persons claiming under them and on any and all lots in the Subdivision or any interest therein. These covenants shall remain in full force and effect until January 15, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless it is agreed to change or amend said covenants in whole or in part or to terminate said covenants by vote or written consent of the majority of the then owners of the lots in the Subdivision. Any change, amendment or termination of these restrictions shall be effective upon the recording of an instrument signed by a majority of the then owners of the lots in the Subdivision; provided, however, any change, amendment or termination shall require the consent of Developer as long as Developer is the owner of any lot or lots in the Subdivision.

2. Enforcement. If the parties hereto or any of them or their heirs, successors or assigns or any subsequent owner of any lot or lots or interest therein shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any lot or interest therein in the Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenants and to enjoin and prevent such person or persons from violating or continuing to violate these covenants and to recover damages for such violation.

HST: 3832 WB 2069 Pg: 448 04/13/1992 14:24:40



Instr: 189224130033812
Pages: 1 of 3
Cross Ref: WB 2069/448
Back File Automation

3. Invalidation. Invalidation of any one of these covenants by judgement or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
4. Use. All numbered lots in the tract shall be known and designated as residential lots. No structure shall be erected, altered, or placed on any lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage.
5. Set Back Requirements. No building shall be located nearer than twenty (20) feet to the front lot line or nearer than eight (8) feet to any interior lot line. For the purposes 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 eight (8) feet to any lot line or in front of any building set back line as shown on the map of record referred to above. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot lines.
6. Subdivision Lots. No more than one (1) 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 of any kind, except for the purpose of increasing the size of another lot.
7. Nuisance. 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.
8. Outbuildings. 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.
9. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded maps.
10. Signage. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent or signs of not more than five (5) square feet used by the builder of any residence on the lot to advertise the property during the construction and sales period.
11. Animals. 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 commercial purposes.
12. Haste. No lot shall be used or maintained as a dumping ground for rubbish except for construction materials during the construction of a house or any lot, which may be kept except in lot. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

MSJ: 36882 W6 2069 Pg: 449 (04/13/1992 14:24:40)



TEXT: 15820415803812
Page 12 of 3

Back File Automation

13. Size of Structure. No building of a one (1) level construction shall be erected, placed, altered or permitted to remain on any lot having floor area of less than 800 square feet of finished living area. No building of two (2) level construction shall be erected, placed, altered or permitted to remain on any lot having floor area of less than 800 square feet of living area, at least 500 square feet of which shall be on the first level facing the front lot line. In computing the said minimum floor area, measurements shall be made from exterior walls, but such measurements will not include basement areas, porches, carports, or garages.

14. Pre-Fabricated Structures. No pre-fabricated or sectional houses shall be erected on any lot without the express written consent of the Developer.

15. Waiver. Developer reserves, however, the right to grant a waiver of any violation present or prospective, of any portion of these restrictive covenants for the relief of an inadvertent error or to improve the site location of a dwelling house or for any other reason sufficient to Developer, and in its sole opinion, for the good of the development of the entire subdivision. Such waiver may be recorded by Developer in the Register's Office for Knox County, Tennessee, and shall be effective upon recording. Such waiver shall be effective to amend these restrictions to the extent required to permit such non-conforming use.

IN WITNESS WHEREOF, LUTTRELL DEVELOPMENT CORPORATION, has caused this instrument to be executed and name to be signed hereto, this the 27th day of MARCH, 1992.

LUTTRELL DEVELOPMENT CORPORATION

BY:

John M. Luttrell
JOHN M. LUTTRELL, PRESIDENT

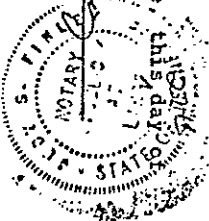
STATE OF TENNESSEE

COUNTY OF KNOX

Before me, *Justin S. Taylor*, of the state and county aforesaid, personally appeared JOHN M. LUTTRELL, 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 LUTTRELL DEVELOPMENT CORPORATION, the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Justin S. Taylor WITNESS my hand and official seal at office, this day of March, 1992.

Justin S. Taylor
NOTARY PUBLIC



My Commission Expires: 11/27/93



Back File Automation

INST: 38992 49 2069 Pg: 450 04/13/1992 14:24:40