

THIS INSTRUMENT PREPARED BY:
DON W. DUNCAN
5301 WHITE BLOSSOM WAY
KNOXVILLE, TENNESSEE 37918

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF RESTRICTIONS
OF
JOHNSTONE SUBDIVISION


WHEREAS, the undersigned, DON W. DUNCAN, of Knox County, Tennessee (“Developer”), are the owners and developers of a tract of land situated in the Seventh Civil District of Knox County, Tennessee, to be subdivided and known as JOHNSTONE SUBDIVISION, which tract of land is more particularly described on Exhibit “A” attached hereto (such property collectively referred to herein as the “Development” with the lots contained or to be contained therein referred to hereinafter as the “lots”); and

WHEREAS, it is the plan of the Developer to develop all lots located or to be located in the Development exclusively for residential uses and purposes; and

WHEREAS, the Developer is desirous that certain covenants, conditions, reservations, and restrictions be established, declared and recorded which shall be binding upon the Developer and all subsequent owners of all lots located or to be located in the Development; and

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by the Developer and future owners of the lots located or to be located in the Development, Developer does hereby declare and covenant with all subsequent owners of the lots in aforesaid Development that the following covenants, conditions, reservations, and restrictions shall run with the land and shall be binding on all subsequent owners thereof and shall inure to the benefit of all owners of the lots in said Development:

1. All of the lots located or to be located in the Development shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, and attached garage, and usual domestic servants quarters, except as specifically permitted hereinafter.
2. No residence shall be used in whole or in part for any business service or activity, which includes commercial purposes, or for trucks or other equipment inconsistent with ordinary residential uses, EXCEPT home offices, provided that said offices do not create unusual amounts of traffic within the Development, with the EXCEPTION of the property owned by the Developer.
3. No lot shown on any Plat may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale, or other proceeding or process of any


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RECORD FEE: \$27.00
M. TAX: \$0.00 T. TAX: \$0.00

- kind, except for the purposes of increasing the size of another lot.
4. All fencing and walls must be wood or vinyl only (no exception for landscaping of tree screening), EXCEPT around the rear perimeter lot line only. The fence must not extend beyond the front of the house. No DECO fences of any type shall be used on premises. All fence locations and construction types are to be approved by the Developer prior to construction. The Developer's approval will not be required after the Developer has sold every single lot he owns in the Development.
 5. No radio or television aerial or antenna, nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the lots except a satellite dish, no larger than 24 inches, to be located on the rear of the structure. Pole lights or mushroom type lights shall NOT be installed on lots.
 6. Garbage cans shall be concealed from view by appropriate screening or by keeping said garbage cans within the structure.
 7. All driveways must be concrete. No additional extensions to driveways or additional concrete pours without the approval of the Developer.
 8. NO out buildings or portable tool lockers of any kind are permitted.
 9. Clotheslines shall NOT be permitted on any lot.
 10. Mailboxes will be erected a standard form by the Developer, and lot owners shall be required to maintain said mailboxes, and, if necessary, to rebuild them in the same style, design and using the same materials as originally constructed.
 11. Jungle gyms shall NOT be located upon the property, EXCEPT in the rear corner of lot within the perimeter of the house and they must be permanent, wooden structures.
 12. No sign of any kind shall be displayed to the public view on any lot except one (1) sign to advertise the sale of a house or lot.
 13. NO animals, livestock, poultry, or fowl of any kind shall be raised, bred, or kept on any lot except as follows: dogs, cats, and other household pets may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes or resale, and provided no dog, cat or household pet shall be allowed to become a nuisance to the neighborhood, and that no dog shall be kept outside permanently. No dog lots or kennels are permitted on any lot.
 14. The owner of each lot in the Development, whether such lot be improved or unimproved, shall keep such lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash and rubbish, and shall keep such lot at all times in a neat and attractive condition.
 15. No above ground swimming pools shall be permitted on any lot.
 16. All houses to be constructed on lots located or to be located in the Development shall be no less than 1800 square feet.
 17. No boat or recreational vehicle storage (including trailers or mobile structure) shall be permitted on any lot. Except for the Developer's storage during construction of Development.
 18. No abandoned cars, trucks, or other vehicles of any type shall be allowed on any lot. No vehicle in an inoperative condition shall be kept in an area open to the view of the public or other lot owners. NO automobiles, trucks or other method



of transportation can be kept, stored or parked on any lot unless it is an automobile or truck with a current, up-to-date registration or license plate, and one that is capable of normal road use. This provision is intended to forbid the storage of "JUNK" automobiles, and is further intended to prohibit the storage and keeping of "RACE AUTOMOBILES". NO major overhauling or motors or vehicles shall be permitted within visibility from the front of each of the respective houses.

19. No illegal, noxious, or offensive activities shall be permitted or carried on nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the owners of lots located or to be located in the Development. No trash, garbage, rubbish, debris, waste material or other residue shall be deposited or allowed to accumulate or remain in any part of the Development.
20. Utilities (for such as streetlights, maintenance of streetlights, and entrance) shall be paid by the Developer UNTIL the subdivision is completed by the Developer. At the time the Subdivision is completed by the Developer, the utility bill will be the sole responsibility of the property owners.
21. So long as the Developer owns one or more lots in the Development, these Restrictions may be amended by the Developer without homeowner approval, however, this right will expire seven years from the date of these Restrictions, and after Developer control time, the Developer shall have one vote per lot which he owns, and the Restrictions may be amended with a 2/3rds vote of the lot owners. Each lot shall be entitled to one vote, and joint owners of a single lot, have only one vote.
22. No changes in exterior construction, colors, trim, doors, paint, brick, light fixtures, roofing, or roof styles until subdivision is completed without the approval of the DEVELOPER. All additions must be in the same fashion as the original construction and no prefabs are permitted.
23. No easement or driveway entry shall be blocked at anytime.
24. All maintenance of the Detention Areas shall be the sole responsibility of the Homeowners.
25. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat
26. The laws of the State of Tennessee shall control in the construction of these covenants and restrictions. As used in this Declarations of Covenants and Restrictions, words used in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

Any lot owner in the Development shall have the right to enforce by any proceeding at law or in equity, all the covenants, conditions, reservations, and restrictions now or hereafter imposed by the provision of the Declaration. Failure by any lot owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. It is further provided that should any lot owner have to employ



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EXHIBIT "A"

SITUATED in the Seventh (7th) Civil District of Knoxville, Tennessee and without the corporate limits of the City of Knoxville and being more particularly bounded and described as follows: To find the point of beginning commence at an iron pin located in the northwestern right-of-way line of Tazewell Pike, said iron pin being designated as the point of beginning on that certain plat of record at Plat Cabinet H, Slide 348D on the survey of the A.F. Truan Estate by Gerald F. Clark dated July 24, 1973; thence from said point North 38 deg. 17 min. West 588.32 feet; thence South 75 deg. 33 min. West 101.77 feet; thence South 71 deg. 29 min. West 301.44 feet crossing through a TVA power line easement to a point; thence South 70 deg. 00 min. West 414.50 feet to the point of BEGINNING, common corner to the remaining property of Duncan (Instr. #200408230016152); thence South 70 deg. 53 min. West 168.88 feet to an iron pin; thence South 69 deg. 28 min. West 70.58 feet to an iron pin; thence South 70 deg. 17 min. West 179.59 feet to an iron pin; thence South 70 deg. 48 min. West 175.28 feet to an iron pin; thence South 69 deg. 31 min. West 240.44 feet to a pipe, common corner to the property of Knox County (Deed Book 1699, page 576); thence with the line of Knox County North 27 deg. 16 min. West 551.07 feet to a pipe; thence North 27 deg. 16 min. West 150.16 feet to an iron pin located in the southeastern line of Lot 15 of Beverly Oaks Subdivision, Unit 2 (Map Cab. M, Slide 226B); thence with the lines of Lot 15, 14, 13, 12 and 11 the following calls and distances, North 65 deg. 20 min. East 45.67 feet; North 64 deg. 21 min. East 305 feet; North 67 deg. 30 min. East 140.13 feet; North 67 deg. 29 min. East 200.04 feet; North 72 deg. 22 min. East 147.58 feet to an iron pin marking the common corner to the remaining lands of Truan; thence on a new severance line South 26 deg. 29 min. East 337.52 feet; South 26 deg. 52 min. East 408.97 feet to an iron pin the point of BEGINNING containing 13.98 acres, more or less according to the survey of Robert G. Campbell & Associates, L.P. dated October 20, 2004 bearing Project #04082.

BEING the same property conveyed to DON W. DUNCAN by warranty deed from James D. Truan and wife, Carol A. Truan dated November 4, 2004 of record in Instrument 200411150040249 in the Register's Office for Knox County, Tennessee.

THIS CONVEYANCE is subject to all easements, restrictions, building lines conditions and matters of record.



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THIS INSTRUMENT PREPARED BY:
Heather A. Quinn-Bader, Attorney at Law
111 Center Park Lane
Oak Ridge, Tennessee 37830
(865)386-6580; BPR 014659

SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

**AMENDMENT TO THE RESTRICTIONS FOR
JOHNSTONE SUBDIVISION**

This Amendment to Restrictions for Johnstone Subdivision, is executed on the the date written in the acknowledgment below, by Don W. Duncan, hereinafter called "Developer," for themselves, their successors, grantees and assigns, pursuant to the provisions of the Tennessee Horizontal Property Act (Tennessee Code Annotated Sections 66-27-101, et seq., hereinafter referred to as the "Act").

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in Knox County, Tennessee, which he is developing into Johnstone Subdivision, and which has been subjected to Restrictions in Instrument 200701260060777, in the Register's Office for Knox County, Tennessee;

WHEREAS, Item #24 of said Restrictions is vague, and Developer wishes to clarify said Restriction;


NOW, THEREFORE, the Developer does hereby declare as follows:

Item # 24 of said original Restrictions is hereby deleted, and the following is added in its place:

"24. The maintenance of the Detention Areas shall be the joint responsibility of all homeowner's in the Johnstone Subdivision. All lots with detention areas are subject to an easement in favor of all other homeowner's for the purpose of maintaining the detention areas."

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Restrictions on the date written in the acknowledgment below.


Don W. Duncan

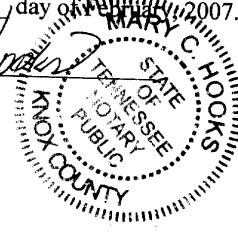

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M. TAX: \$0.00 T. TAX: \$0.00

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a Notary Public, of the state and county aforesaid, personally appeared Don W. Duncan, and with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), to be the persons who executed the foregoing instrument as his/her free act and deed.

WITNESS my hand and seal at office in Knoxville, this 14TH day of FEBRUARY, 2007.

Mary C. Hooks
Notary Public



My commission expires: 9-3-08

