

PREPARED BY: FRANCES D. FRADY
1601 Third Creek Road
Knoxville, TN. 37921

INSTRUMENT NO. 019327

DECLARATION OF RESTRICTIONS
CHURCHILL DOWNS

WHEREAS, the undersigned, M. A. SCHUBERT, is the owner of a track of land situated in the Sixth Civil District of Knox County, Tennessee, and known as:

LOTS 3, 4, 6, BLOCK C and LOTS 4, 5, 6, 8, 9, 10, 11, 13, 14, 15, BLOCK A of FINAL PLAT OF RESUBDIVISION OF PART OF LOTS 1 & 2 in the Resubdivision of LOTS 2, 3, 4, 5 & 6 and LOTS 10, 11, 12, 13, 14, 19, 20, 21, 22, 26R and Acreage, CHURCHILL DOWNS, UNIT I, as recorded in Book 89-S, Page 43 and in Notebook 56, Page 106 in the Register's Office of Knox County, Tennessee; 01 * *16.00

LOT 12-R, BLOCK A of FINAL PLAT OF RESUBDIVISION of LOT 12, BLOCK A, UNIT I, CHURCHILL DOWNS as recorded in Cabinet No. L, Slot 75B and in Notebook 56, Page 220 in the Register's Office of Knox County, Tennessee; *16.00
*16.00
*20.00
*4.00
02-13-89
\$ 7177

LOT 7R and 7R1 of FINAL PLAT OF RESUBDIVISION OF LOTS 7, 12R1, BLOCK A, UNIT I, CHURCHILL DOWNS as recorded in Cabinet No. L, Slot 78C and in Notebook 56, Page 221 in the Register's Office of Knox County, Tennessee;

LOT 7R-1 of FINAL PLAT OF RESUBDIVISION OF LOT 7, CHURCHILL DOWNS, UNIT I as recorded in Cabinet L, Slot 49C and in Notebook 56, Page 211 in the Register's Office of Knox County, Tn., and;

LOT 7R-2R and LOT 7R-2R1 of FINAL PLAT OF RESUBDIVISION OF LOT 7R-2, CHURCHILL DOWNS, UNIT I as recorded in Cabinet L, Slot 49D and in Notebook 56, Page 211 in the Register's Office of Knox County, Tn.

WHEREAS, the said owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in said subdivision.

RECEIVED FOR RECORDING
KNOX COUNTY, TN
FEB 13 12 09 PM '89
NOTE BOOK 118
STEVE HALL

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by all parties concerned, the said M. A. SCHUBERT does hereby covenant and agree with all subsequent owners of lots in the said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any of said lots in the subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2009, at which time said covenants shall be automatically extended for successive periods of ten years unless by 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 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.

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. All numbered lots listed above shown on the recorded maps 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.

5. No building shall be located on any lot nearer to the front lot line than the building set back line as shown on the recorded plat and in no case less than 20 feet nor nearer to any side street line than the set back line shown on the recorded plat, and in no case less than 6 feet. 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 portion of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line or more if shown on recorded map.

6. Not more than one dwelling house may be erected on any one 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 or process of any kind, except for the purpose of increasing the size of another lot and remaining lot must be no less than 60 feet wide.

7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less square foot area than 1,000 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no porches, carports or garages.

8. 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 M. A. Schubert and Morgan A. Schubert, Jr., said committee to be known as the Planning Committee. In the event said Committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request of application of 75% of the parties owning lots within a 200' radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 200' radius desire their approval be given, the same shall be deemed approved by the Planning Committee.

Powers and duties of such Committee shall cease on or after 1 Janaury 2009. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owerns of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

9. 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.

10. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

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

13. No animals, livestock 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 they are not kept, bred or maintained for any commercial purposes.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

15. All lots in the Subdivision are subject to all easements, set back lines and building restrictions shown on map of record referred to above.

16. 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 exterior of any structure located on a building lot or on any portion of any building lot or on any portion of any building lot not occupied by a building or other structure unless approved by the Planning Committee.

17. Fences are permitted but may not extend beyond the front set back line of the front of the house and on a corner lot, may not extend into the side yard between the house and street. All fences are to be approved for design and location by the Planning Committee.

IN WITNESS WHEREOF, said M. A. SCHUBERT has hereunto set his hand on this 10 day of Feb, 1989.

M. A. Schubert
M. A. SCHUBERT

STATE OF TENNESSEE)
COUNTY OF KNOX):

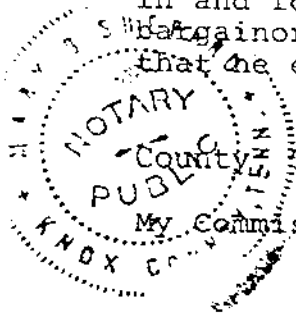
BOOK 1969 PAGE 983

Personally appeared before me the undersigned Notary Public in and for said County and State, M. A. SCHUBERT, the within named Buyer that he executed the within instrument for the purposes therein contained

WITNESS my hand and official seal at office in Knoxville, Knox Tennessee, this 10th day of FEBRUARY, 1989.

My Commission Expires: 4-23-91

Mary B. Shyand
Notary Public



PREPARED BY: FRANCES D. FRADY
1601 Third Creed Road
Knoxville, Tn. 37921

INSTRUMENT NO. 052645

AMENDED
DECLARATION OF RESTRICTIONS
CHURCHILL DOWNS

WHEREAS, the undersigned, M. A. SCHUBERT, is the owner of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, BLOCK B, of the Final Plat of Resubdivision of Part of Lot 2 ⁱⁿ the *1600 Resubdivision of LOTS 2, 3, 4, 5, 6 and LOTS 10, 11, 12, 13, 14, 19, 20, 21, 22, 26R, and acreage, CHURCHILL DOWNS, UNIT I, as recorded in Cabinet No. L, Slot 205A, and Notebook 56, Page 263, in the Register's Office of Knox County, Tennessee.

WHEREAS, the said Owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in said subdivision.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by all parties concerned, the said M. A. SCHUBERT does hereby covenant and agree with all subsequent owners of lots in the said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any of said lots in the subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2009, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by 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 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.

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. All numbered lots listed above shown on the recorded maps 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. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less square foot area than 1,050 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no porches, carports or garages.

5. No building shall be located on any lot nearer to the front lot line than the building set back line as shown on the recorded plat and in no case less than 20 feet nor nearer to any side street line than the set back line shown on the recorded plat, and in no case less than 6 feet. For the purpose 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 portion of the building to encroach upon another lot. Carports or roofed porches shall be considered a part of the building. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line or more if shown on recorded map.

6. Not more than one dwelling house may be erected on any one 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 process of any kind, except for the purpose of increasing the size of another lot and remaining lot must be no less than 60 feet wide.

7. 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 M. A. SCHUBERT and

Morgan A. Schubert, Jr., said committee to be known as the Planning Committee. In the event said Committee fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, said plans shall be deemed disapproved. In the event said Planning Committee rejects plans submitted for approval under this paragraph, upon written request of application of 75% of the parties owning lots within a 200' radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 200' radius desire their approval be given, the same shall be deemed approved by the Planning Committee.

Powers and duties of such Committee shall cease on or after 1 January 2009. Thereafter, the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

9. 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.

10. No trailer, basement, tennt, shack, garage, barn or other outbuildings 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.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs of not more than five square feet used by buidler to advertise the property during the construction and sales period.

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13. No animals, livestock, 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 they are not kept, bred or maintained for commercial purposes.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

15. All lots in the Subdivision are subject to all easements, set back lines and building restrictions shown on map of record referred to above.

16. 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 exterior of any structure located on a building lot or on any portion of any building lot or on any portion of any building lot not occupied by a building or other structure unless approved by the Planning Committee.

17. Fences are permitted but may not extend beyond the front set back line of the front of the house and on a corner lot, may not extend into the side yard between the house and street. All fences are to be approved for design and location by the Planning Committee.

IN WITNESS WHEREOF, said M. A. SCHUBERT has hereunto set his hand on this 21st day of Sept, 1989.

M. A. Schubert
M. A. Schubert

STATE OF TENNESSEE)
COUNTY OF KNOX } ss:

Personally appeared before me the undersigned Notary Public in and for said County and State, M. A. SCHUBERT, 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 Knoxville, Knox County, Tennessee this 21st day of September, 1989.

My Commission Expires: 9-23-91

Mary B. Heyland
Notary Public

