

PREPARED BY:
SIDNEY GWYN
9205 HALLS GAP RD.
KNOXVILLE, TN. 37938

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

BLACK FOX HARBOR PHASE I & II

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Carroll S. Gwyn herein after referred to as Developer has caused to be subdivided a certain tract of land located in The Third Civil District of Union County, Tennessee and being known and designated as Black Fox Harbor Phase 1, as shown by map of record in the Register of Deeds Office of Union County, Tennessee in { PLAT CABINET A, to which SLIDE 183 MAP B map specific reference is hereby made for more particular description, and, FUTHER REFERENCE DEED BOOK L, SERIE 5, PAGE 19, REGISTER ON DEEDS OFFICE OF UNION COUNTY, TENNESSEE,

WHEREAS developer desires to create upon said real property a residential community and other common facilities for the benefit of said community, to provide for the preservation of the values for the lots in said subdivision, to provide for the benefit and protection of purchasers of said lots, and to this end, desires to subject the real property hereinabove described to certain covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of said property of said property and each future owner thereof.

NOW THEREFORE, the Developer hereby declares that subject property herein above described is and shall be held, transferred, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth.

ARTICLE I

LAND USE AND BUILDING TYPE

All the lots in the Subdivision shall be known and designated as residential lots, unless otherwise noted. No structures shall be erected, altered, placed or permitted to remain on any of the said lots other than one detached single-family dwelling not to exceed two and one-half stories in

height, and a private garage or garages, except by approval and sanction of the Black Fox Harbor Developer and Advisory Committee.

ARTICLE II

DWELLING COST, QUALITY AND SIZE

The intention and purpose of this covenant is to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The ground floor area of the main structure, exclusive of one-story, open porches and garages, shall be not less than 850 square feet for a one-story dwelling, nor less than 1,200 square feet for a dwelling of more than one story. No mobile or modular homes are permitted on any home site. No exposed concrete block is permitted, or roof pitches of less than 5/12.

ARTICLE III

BUILDING LOCATION

No buildings shall be located on any lot nearer to the front line than 35 feet, nor nearer to the side street line than 25 feet. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line unless special permission is given in hardship cases and then no less than 25 feet from said front line. No building shall be located nearer than 8 feet to the boundary line of a lot or lots owned by other persons. For the purpose of this covenant, eaves, steps, and open porches shall not be constructed so as to permit any portion of the building to encroach upon another lot. Carports or roofed porches shall be considered as part of the building, and shall not be nearer than 8 feet to any lot line or in front of any building setback line, as shown on the map of record referred to above.

ARTICLE IVDIVISION OF LOTS

Not more than one dwelling house may be erected on any one lot, as shown on the recorded map and no lot as shown on said map may be subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process, or process of any kind, except for the explicit purpose of increasing the size of another lot.

ARTICLE VEASEMENTS

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear eight feet of the lot and as shown on the recorded plat, plus an adjacent twelve-foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purposes except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easement. A five-foot drainage and utility easement is reserved on all interior lot lines where not otherwise provided for on recorded plat.

ARTICLE VINUISANCES

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. No motor vehicle, in an unoperative condition shall be kept, open to the public view, for a period in excess of thirty days (30). Truck with a rating of over 3/4 ton shall not be permitted to be garaged at any home site. No commercial type vehicles will be

parked on the home site. Major automobile repairs will not be allowed at any home site.

ARTICLE VII

TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

ARTICLE VIII

SIGN

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one 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.

ARTICLE IX

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

ARTICLE X

LIVESTOCK AND POULTRY

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred

or maintained for any commercial purposes. One pony or horse may be kept for each one acre of lot size, but may not be bred.

ARTICLE XI

GARBAGE AND REFUSE DISPOSAL

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 or disposal of such material shall be kept in a clean and sanitary condition.

ARTICLE XII

WATER SUPPLY

Each individual lot owner is responsible for his own water supply system. Such system must be located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

ARTICLE XIII

SEWAGE DISPOSAL

Individual septic tank sewage disposal systems shall be designed, located or constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

ARTICLE XIV

All septic tank sewage disposal system shall be maintained in a proper manner at all times. All driveways shall be maintained in a proper manner in either, gravel, asphalt, or concrete.

ARTICLE XV

LAND NEAR PARKS AND WATER COURSES

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park, or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

ARTICLE XVI

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XVII

BLACK FOX HARBOR ADVISORY COMMITTEE

No building shall be erected, placed, altered, or permitted to remain on any building lot in the Subdivision until the building plans and specifications and a plan showing the location of a dwelling have been approved in writing by the Black Fox Harbor Advisory Committee, as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finish grade level and elevation. The Black Fox Harbor Advisory Committee

shall be composed of Sidney Gwyn, Developer, and two or more persons to be appointed by the Developer. A majority of the Committee may designate a representative to act for the Committee. In the event of the death or resignation of any member or the Committee, the Developer Sidney Gwyn or his heirs or assigns shall have the exclusive authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event the said Committee, or its designated representative, fails to approve or disapprove such plans or specifications with 30 days after the same have been submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with Black Fox Harbor Advisory Committee during the period of construction after approval. Further, if no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully met. In the event the said Black Fox Harbor Advisory Committee rejects plans submitted for approval under this covenant, upon written request or application by 75% of lot owners within a 400 foot radius desire that approval be given, then same shall be deemed approved by the Black Fox Harbor Advisory Committee.

ARTICLE XVIII

TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE XIX

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

ARTICLE XX

SEVERABILITY

Invalidation of any one of these covenants by judgement or court order shall in no wise effect any other of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, CARROLL S. GWYN and WIFE ROSE F. GWYN hereunder set their hands and seals the day and year here written.

REGISTER OF DEEDS This 19 day of Oct, 1989.

STATE OF TENNESSEE, UNION COUNTY

The foregoing instrument and certificate were noted in Note

Book E, Page 215 At 2:15 O'clock P.M. 10-19-1989

and recorded in W.O. Book P, Series 5 Page 208-215

State Tax Paid \$ 0.00 Fee \$ 0.00 Recording Fee 32.00 Total \$ 32.00

Witness My Hand.

Receipt No. 18837

Carroll S. Gwyn
Carroll S. Gwyn

Rose F. Gwyn
Rose F. Gwyn

Carolyn A. Norris
Register
By: Patricia Jarvis, Deputy

STATE OF TENNESSEE

KNOX COUNTY

SS:

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Carrol S. Gwyn and Rose R. Gwyn, 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 19 day of Oct, 1989.

Dan L. Linton
Notary Public

My commission expires:

My commission expires June 23, 1992