

THIS INSTRUMENT PREPARED BY:
Dorothy S. McSpadden
9520 Briarwood Dr.
Knoxville, Tennessee

INSTRUMENT NO. 16422

DECLARATION OF RESTRICTIONS
SWEETBRIAR SUBDIVISION, UNIT ONE

WHEREAS, the undersigned, Claude H. McSpadden and wife, Dorothy S. McSpadden, of Knoxville, Knox County, Tennessee, is the owner of a tract of land in the Sixth Civil District of Knox County, Tennessee, and known as SWEETBRIAR SUBDIVISION, UNIT ONE, map of the same of record in Map Book 65-S page 28, in the Register's Office for Knox County, Tennessee, and

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

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Claude H. McSpadden and wife, Dorothy S. McSpadden, do hereby covenant and agree with all subsequent owners of lots in 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 said lots in the subdivision:

287592 800008.00 CA

1. EFFECTIVE DATE These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of the lots, it is agreed to change said covenants in part or in whole.
2. PROCEEDINGS FOR VIOLATIONS If the parties hereto or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants.
3. COURT ORDERS Invalidation of any of these covenants by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.
4. LAND USE AND BUILDING TYPE All lots in the tract shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two stories in height and a private garage for two cars. No metal storage sheds or storage sheds of any kind may be erected or placed on any lot. No dog runs or pens may be erected or placed on any lot. The whole of the back yard may be fenced from the back corner of the house to the lot line and then down the back yard side line and across the rear of the lot. Fences can not be used in the front of the house.



Instr: 157803280010218
Pages: 1 of 4
Cross Ref: NB 1637/999
Back File Automation

1637 999

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MAR 28 2 58 PM '78

DURWARD O. SHARP
REGISTERED CLERK

SEE WB 1828 Pg 623 CORR. DEED Oct 31 2002 unit 2

THIS INSTRUMENT WAS PREPARED BY

Dorothy S. McSpadden
NAME ADDRESS
1008 Laurel Hill Rd

INSTRUMENT NO. 1152

DECLARATION OF RESTRICTIONS
SWEET BRIAR SUBDIVISION, UNIT TWO

WHEREAS, the undersigned, Claude H. McSpadden and wife, Dorothy S. McSpadden, of Knoxville, Knox County, Tennessee, is the owner of a tract of land in the Sixth Civil District of Knox County, Tennessee, and known as SWEET BRIAR SUBDIVISION, UNIT TWO, map of the same of record in Map Book 685 page 63, in the Register's Office for Knox County, Tennessee, and

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

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said Claude H. McSpadden and wife, Dorothy S. McSpadden, do hereby covenant and agree with all subsequent owners of lots in 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 said lots in the subdivision:

1. Effective Date These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 2000, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of the lots, it is agreed to change said covenants in part or in whole.
2. Proceedings For Violations If the parties hereto or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants.
3. Court Orders Invalidation of any of these covenants by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.
4. Land Use and Building Type All lots in the tract shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling not to exceed two stories in height and a private garage for two cars. No metal storage sheds or storage sheds of any kind may be erected or placed on any lot. No dog runs or pens may be erected or placed on any lot. The whole of the back yard may be fenced from the back corner of the house to the lot line and then down the back yard side line and across the rear of the lot. Fences can not be used in the front of the house.

BOOK 1718 PAGE 652

Instr: 198010100016203
Pages: 1 of 4
Cross Ref: WB 1718/652
Back File Automation

INSTRUMENT NO. 38065
01*

This instrument prepared by:
Dorothy McSpadden
1008 Laurel Hill Road
Knoxville, TN 37923

*1500
*1500
*2000
*500

DECLARATION OF RESTRICTIONS A

SWEET BRIAR SUBDIVISION, UNIT THREE 30588
07-31-86

WHEREAS, the undersigned, Walnut Square, Inc. 41.7PF
Knoxville, Knox County, Tennessee, is the owner of a tract of
land in the Sixth Civil District of Knox County, Tennessee,
and known as SWEET BRAIR SUBDIVISION, UNIT THREE, map of the
same of record in Map Book 68-S page 63, in the Register's
Office for Knox County, Tennessee, and

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

NOW THEREFORE, in consideration of the premises and the
mutual benefit to be derived by all parties concerned, the
said Walnut Square, Inc. do hereby covenant and agree with
all subsequent owners of lots in 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
said lots in the subdivision:

- Effective Date These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the then owners of lots, it is agreed to change said covenants in part or in whole.
- Proceeding For Violation If the parties hereto or any of them or their assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against any person or persons violating or attempting to violate any such covenants.
- Court Orders Invalidation of any of these covenants by judgement or court order shall in no wise effect any other provisions which shall remain in full force and effect.

Instr: 198807310020447
Pages: 1 of 5
Cross Ref: WB 1888/298
Back File Automation

BOOK 1888 PAGE 298

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JUL 31 3 53 PM '86
NOTE BOOK
STEVE HALL

This instrument prepared by: James L. Grillo, Attorney
9047 Executive Park Drive, Suite 212
Knoxville, Tennessee 37923

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**DECLARATION OF COVENANTS AND RESTRICTIONS
SWEET BRIAR SUBDIVISION, UNIT 5**

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions, made and entered into on this 13 day of March, 1998, by WALNUT SQUARE, INC., a Tennessee Corporation, hereinafter referred to as Developer,

WITNESSETH

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community together with recreational facilities, open spaces, and/or other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said recreational facilities, drainage facilities and detention areas, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereinafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Tennessee, as a non-profit corporation, SWEET BRIAR SUBDIVISION, UNIT 5 HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Declaration" means this instrument as extended or supplemented from time to time in the manner herein provided.

(b) "Developer" means Walnut Square, Inc., its successors and assigns.

(c) "Association" shall mean and refer to the Sweet Briar Subdivision, Unit 5 Homeowners Association, Inc., its successors and assigns.

INSTR: 59072 NB 2279 PG: 1002
REC'D FOR REC 03/13/1998 15:51:47 KNOX CO. TN
RECORD FEE: \$ 56.00
MORTGAGE TAX: \$ 0.00 TRANSFER TAX: \$ 0.00