

6-E-15-RZ

BOYD RABY
7240 MARTINGALE DRIVE
POWELL, TN 37849
(865)947-9273 (865)947-9273 fax

Fax Coversheet:

To: Michael Brusseau

MPC

From: Boyd Raby & Neighbors

Re: Rezoning property on
Martingale Drive, Powell, TN

Date: 6-5-15

Number of Pages (Including Cover): 54

PART A. PREAMBLE

WHEREAS, THOMAS L. CLABOUGH AND CLAUDE B. CASTLEBERRY, with offices and places of business in Knox County, Tennessee are the owners of property situated in the 6th, Civil District of Knox County, Tennessee. Said property is known and designated as Meadow Lark Estates Unit No. 1. The said property is further described by reference to Map Book No. 44-Sat page 21 of the Registrar Office of Knox County Tennessee.

WHEREAS, the owners of the said property desire to restrict each and every lot in said addition, as above described, as herein set forth:

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C in their entirety shall apply to Meadow Lark Estates, Unit No.

PART C. RESIDENTIAL AREA COVENANTS

* C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. No two or more lots shall be combined for one dwelling structure.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

* C-3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$12,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1150 square feet for a one-story dwelling, nor less than 1050 square feet for a dwelling of more than one story.

C-4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 35 feet to the front line, or nearer than 22 feet to any side street line. No building shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

* C-5. LOT AREA. No dwelling shall be erected or placed on any lot having an area of less than 21,780 square feet.

C-6. EASEMENTS. 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 purpose except for building.

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* Please read

A right of pedestrian access by way of a driveway, or other area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easement.

C-7. NUISANCES. 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.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as residence either temporarily or permanently.

C-9. SIGNS. 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.

C-10. 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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. 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 any commercial purpose.

C-12. 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.

C-13. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-14. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

C-15. 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.

C-16. 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 lines and a 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 sightline limitations shall apply on any lot within 10 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.

Clabough, Route 1, Knoxville, Tennessee; Claude B. Castleberry, Beaver Creek Drive, Powell, Tennessee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full 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. At any time, the then record owners of the majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS

E-1. 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 10 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.

E-2. ENFORCEMENT. Enforcement shall be proceedings at law of in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

In Witness Whereof, the said Thomas L. Clabough and Claude B. Castleberry have caused this instrument to be executed this the 12th day of November 1965.

Claude B. Castleberry

Attest:

STATE OF TENNESSEE } SS.
COUNTY OF KNOX }

Personally appeared before me, Emeline F. Clabough, a Notary Public in said County and State, the within named bargainors

Claude B. Castleberry & Thomas L. Clabough
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 this the

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