

Declaration of Restrictions - Benington Neighborhood

May 2, 2014 at 11:37pm

DECLARATION OF RESTRICTIONS

Whereas, the undersigned, Testerman Construction Company, Inc. of Knoxville, Knox County, Tennessee, is the owner (hereinafter referred to as the "owner" of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as BENINGTON, Unit 1, as shown on the map of the same of record in Map Book 78-S, Page 7, in the Register Office for Knox County, Tennessee, and Whereas, the owner is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent purchasers (hereinafter referred to as "purchasers") of any lot or lots in said Subdivision.

Now, therefore, in consideration of the premises and mutual benefit to be derived by all parties concerned, Testerman Construction Company, Inc., does hereby covenant and agree with all subsequent purchasers of lots in said subdivision that the following restrictive covenants shall be covenants running with the land and shall be binding on all subsequent purchasers thereof, and shall inure to the benefit of all purchasers of any of said lots in the subdivision, but it is understood that these restrictions shall apply to the residential lots only in said subdivision as shown on map of record in Map Book 78-S, Page 7, in the Register's Office of Knox County, Tennessee. It is further understood and agreed that these restrictions shall not apply to Lot 24, Block D, Unit 1, BENINGTON, as shown on map of said subdivision aforesaid, which said lot shall be used as a single family house by Testerman Construction Company, Inc. for an onsite sales and administrative facility during the development of this and any adjoining or adjacent land which Testerman Construction Company, Inc. may no longer need nor desire to continue said use and shall sell and transfer title to said house to a subsequent purchaser, then, at that time, these restrictions shall apply to the said Lot 24, Block D, the same as any other residential lot in said subdivision.

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 15 May 2013, 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. The owner reserves an unlimited right to alter these restrictions in its sole discretion where it deems it necessary for the further development of the subdivision.
2. If the parties hereto and 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 for such violation. Should the owner be required to institute an action for the enforcement of these restrictions and should the owner be successful in its action, then, in that event, the owner shall be entitled to recover its reasonable costs including attorney's fees.
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 in the tract shall be known and designated as residential lots. However, the owner reserves the right to use any numbered lot in said subdivision for public or private road purposes to gain access to any adjoining land as it may see fit to do. No structure shall be erected, altered, or plated 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; except that by permission of the owner multiple unit housing may be erected on lots suitable for such use and now or hereafter so zoned. The question of suitability shall be entirely within the discretion of the owner.
5. No building shall be located on any lot nearer to the front lot line than the building setback line as shown on the recorded plat, nor nearer to any side street line than the setback line shown on the recorded plat, except with the express and written consent and waiver of the owner, it being distinctly understood that the owner reserves the right at all times with the respect to all lots to allow houses to be adapted to the terrain in the subdivision. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building: provided, however, that this shall not be construed to permit any parties of the building to encroach upon another lot.
6. Not more than one dwelling house may be erected on any one lot as shown on the recorded maps.
7. No building shall be erected, placed, altered, or permitted to remain on any lot in this subdivision having a floor area of less than 800 square feet. In computing the said minimum floor area, measurements will be made from the exterior walls, but will include no basement areas, porches, carports, or garages. In computing the minimum floor area of a one-story house, the first floor must be not less than 700 square feet where the total area is 900 square feet and the remaining area in said house must have a minimum of 200 square feet area. In split-level or tri-level houses only the top two top levels can be considered in computing the minimum square feet area, except 100 square feet may be counted in the basement of house, if basement is finished and has two sides above grade.

8. No chain link or wire fences shall be created in this subdivision, whether for decorative or security purposes. Only wood fences, no higher than five feet shall be permitted from the rear of the house to the rear property line. On corner lots, no fences shall be permitted between the side or front of the house and the side street line or front street line.
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. No outside clothes lines shall be permitted on this tract.
10. No trailer, tent, shack, detached garage, barn or other outbuilding shall be erected or permitted on this tract, nor shall any structure of a temporary character be used as a residence.
11. 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 the builder to advertise the property during the construction or sales period.
12. 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.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, except the owner reserves the right to use such part of the property as he sees fit for sanitary disposal of waste construction materials during the period of development of said residential property. No incinerators or any other methods of disposal of rubbish, trash, garbage or other waste shall be permitted on said property.
14. Every residence shall be connected to the sanitary sewer.
15. Easements 3 feet in width are reserved along all lot lines for the installation and maintenance of telephone, sewer and electric lines, but said easements are for no other purpose and not to include any installation of water lines. No easements, right of way or rights of access shall be deeded, granted or in any way given to any person or companies through any lot in this subdivision unless permission in writing is given by the owner of said subdivision. A 5 foot drainage easement is reserved along the inside of all lot lines of all lots in the subdivision, and a 10 foot easement on lot lines that abut the exterior lines of the subdivision is also reserved.

In witness whereof, the owner (Testerman Construction Company, Inc.) hath hereunto caused these presents to be signed by its President and attested by its Secretary by authority given by its Board of Directors, on the 1st day of April, 1983.

Book 1784 pages 708-710