

THIS INSTRUMENT PREPARED BY:

John M. Luttrell
Luttrell Development LLC
7529 Northshore Drive
Knoxville, Tennessee 37919

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WHELAHAN FARM UNIT 1

This Declaration of Covenants and Restrictions is made and entered into as of September 21, 2006, by LUTTRELL DEVELOPMENT LLC, a Tennessee limited liability company ("Developer").

Developer is the owner of certain real property located in Knox County, Tennessee as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

Developer desires to create on the Property a residential community known as Whelahan Farm Subdivision (the "Subdivision"). The Subdivision shall initially consist of approximately sixty (60) lots ("Unit 1") as shown on the plat of Record as Instrument 200606080103695 in the Register's Office for Knox County, Tennessee.

At the discretion of the Developer, additional lots may be added to the Subdivision. Such lots may be added from time to time as and when determined by the Developer. The Developer may build detached homes, attached homes, condominiums or any other type of improvement on any subsequent phase of the subdivision and may cause any or all subsequent phases to become subject to the terms of this Declaration.

NOW, THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, Developer does 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 of said lots in the subdivision:

ARTICLE I

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of not less than two-thirds of the then owners of lots, it is agreed to change said covenants in whole or in part.


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REC'D FOR REC 09/25/2006 1:34:27PM
RECORD FEE: \$52.00
M. TAX: \$0.00 T. TAX: \$0.00

ARTICLE II

ENFORCEMENT

If the parties hereto, their heirs, successors, or assigns, or any other person or entity shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Developer, its successors or assigns, or any person or entity having an ownership interest in any lot to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such covenant or restrictions and either to prevent such person or entity from so doing or to recover damages or other dues for such violation.

ARTICLE III

SEVERABILITY

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.

ARTICLE IV

LAND USE AND BUILDING TYPE

All the lots in the subdivision shall be known and designated as residential lots. 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 stories in height plus basement and an attached garage except by approval and sanction of the Developer. No metal storage sheds or storage sheds of any kind may be erected or placed on any lot.

ARTICLE V

BUILDING LOCATION

No building shall be located on any lot nearer to the front line than is permitted by standard setback restrictions of applicable zoning. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building to encroach upon another lot. Roofed porches shall be considered as part of the building.

ARTICLE VI

DIVISION OF LOTS

Not more than one single family residential dwelling may be erected on any lot nor shall more than one family occupy said dwelling, as shown on the recorded map and no lot as shown on said lot may be further developed, 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. However, the Developer 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 shall in its sole discretion determine.


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ARTICLE VII

ARCHITECTURAL CONTROL

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 the dwelling have been approved in writing by the Developer or its assigns as to quality of workmanship and materials, harmony of its exterior design with existing structures and location with respect to topography and finished grade levels and elevations. The Developer reserves the right to transfer its rights of plan design approval to any such individual or corporation having an ownership interest in said subdivision and deemed by the Developer to be an appropriate party upon which to confer such authority. In any event, the Developer shall have the exclusive authority to designate its successor. In no event shall the Developer or its successor be entitled to compensation for services performed pursuant to this covenant. In the event the Developer or designated representative fails to approve or disapprove in writing such plans or specifications within twenty-five (25) 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 fulfilled. Thereafter, such plans must be left with the Developer 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 approval shall be deemed to be fully granted. In the event said Developer rejects plans submitted for approval under this covenant, upon written request for approval by 75% of the ownership of all lots, such plans shall be deemed approved by Developer.

ARTICLE VIII

NUISANCES

No noxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulated or remain on any part of said land, nor upon any land or lands contiguous thereto. The Developer or its assigns may require removal of obnoxious or unharmonious improvements or changes made to property after construction is completed; however, the homeowner may appeal said ruling of the Developer or its assigns by obtaining the approval of 75% of the homeowners within a 300 foot radius of the improvement. Enforcement of the ruling made hereunder concerning obnoxious or unharmonious improvements or changes may be enforced by any means at law or equity.

ARTICLE IX

TEMPORARY STRUCTURES

There shall be no trailer, mobile home, motor home, basement, tent, shack, garage, barn, outbuilding, or other temporary structure erected on any lot that shall at any time that can be used as a residence, temporarily or permanently.



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ARTICLE X

EASEMENTS

Easements ten feet (10') in width along the street and exterior boundaries of the subdivision and five feet (5') in width along all other lot lines are reserved for the installation and maintenance of utilities and drainage. No easements, rights of way or rights of access shall be deemed granted or in any way given to any person or entity across or through any lot in this subdivision unless permission is given in writing by the Developer or its assigns.

ARTICLE XI

SIGNS

No signs of any kind shall be displayed on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sales period. The entrance sign and grounds thereon shall be maintained by the lot and Homeowners after 50% of the lots have been sold. The Developer and its assigns shall have the right to erect a sign or signs advertising property for sale.

ARTICLE XII

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind or species shall be raised, bred or kept on any lot except household pets such as dogs and cats which may be kept, provided that they are not kept, bred or maintained for any commercial purpose or in such number as to create a nuisance or sanitation problem.

ARTICLE XIII

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, hazardous waste, or other waste and further provided that there shall be no dumping on the top of the ground, except that it shall be permissible for temporary dumping of building and/or construction materials which shall be immediately covered and thereafter removed within a reasonable time. In addition, it shall be the responsibility of the owner of each lot to maintain the same in an orderly manner and to remove any unsightly or other type of waste situation on any lot.

ARTICLE XIV

FENCES AND WALLS

No fences or walls shall be erected, placed or altered on any lot or parcel unless approved the Developer or its assigns. If any fencing is constructed without the prior approval of the Developer or its assigns, the Developer or its assigns may remove said fencing without the necessity of proceeding through the judicial process. Chain link fencing will not be approved



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unless it is in the rear yard of any lot, and then only with the express approval of the Developer or its assigns.

ARTICLE XV

DWELLING AND USE RESTRICTION

15.1 General Design Requirements. No dwelling shall be erected, placed, altered or permitted to remain on a lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of traditional architecture.
2. All dwellings shall have an attached garage. No open carports shall be allowed.
3. The finished grading for all lots shall be completed in conformity with the recorded plat for the subdivision and in such manner as to retain all surface water drainage on said lot or lots in "property line swales" designated to direct the flow of all surface waters into the drainage easements as created by the overall drainage plan for the subdivision, as approved by the municipal authority having jurisdiction over said subdivision.
4. Unless approved in advance by the Developer, there shall be no basketball goals attached to any dwelling.

15.2 Miscellaneous Restrictions. The following restrictions relate to all lots in the subdivision:

1. All mailboxes in the subdivision shall be of a standard design determined by the Developer and shall be paid for by lot owner at closing on first sale of property from Developer.
2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used; provided, however, satellite dishes of not more than thirty-six (36) inches in diameter may be installed behind the back plane of a house if properly screened to prevent viewing from any road in the front or at the side of the home.
3. No one shall be permitted to store or park house trailers, campers, pleasure or fishing boats, trailers or other similar type vehicle on or about said residences unless the same are stored or parked inside a garage or behind an approved fence so as not to be readily visible from the street or adjoining properties. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.
4. Lot owners will be responsible for providing silt control devices on each lot during construction activities.
5. Clotheslines and other devices or structures designed and customarily used for drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of



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household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

6. No noxious or offensive activity shall be conducted on any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the remaining owners.

7. No immoral, improper, offensive, or unlawful use shall be made of any dwelling, or any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

8. No commercial businesses may be maintained on the Common Elements or on any lots; provided, however, home-based businesses which do not significantly increase the traffic in the subdivision, do not require or result in a violation of the parking requirements, as set below, and which are not apparent from the exterior of the home, may be allowed, subject to the approval of the Developer. It is the intention of the Developer that home-based businesses which have no significant impact on the quality of life in the subdivision be allowed, such as computer-based businesses. There shall be no signs identifying any businesses located on any lot.

9. No garage shall be remodeled or permanently enclosed and no portion of a garage shall be converted into or used for a living space unless a new garage is added as part of the remodeling. All garage doors shall remain closed when not in use.

10. The personal property of any resident of a dwelling shall be kept inside the resident's dwelling, except for tasteful patio furniture and other personal property commonly kept outside. The Developer shall have the right to approve any personal property of any resident kept outside the resident's dwelling including, without limitation, yard ornaments, statuary and similar items. Any and all such personal property kept outside a resident dwelling shall be removed by the resident upon the request of the Developer. In the event the resident fails to remove such personal property, the Developer shall have the right to remove such property at the owner's expense.

11. All vehicles shall be parked in garages. Except as provided in Paragraph 12 below, there shall be no overnight parking on the street in front of any lot, except that passenger automobiles and other motor vehicles less than 7 feet in height may be parked overnight on driveways located on each lot. No commercial vehicle, recreational vehicle, camper, trailer or boat may be parked on any lot except as described above, unless such vehicle is parked behind an approved fence so as not to be readily visible from the street or adjoining properties. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from or while used in connection with providing services to, the property.

12. Under no circumstances shall there be overnight parking in the streets, roadways or other portions of the subdivision, provided, however, that overnight vehicle parking by owners and guests may be permitted, subject to rules and regulations promulgated from time to time by the Developer.

13. No repair or maintenance of vehicles shall be conducted on the property, except that routine maintenance may be conducted within the garage of a dwelling or on a



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portion of the lot which is screened by an approved fence, as long as it does not create an unreasonable annoyance to residents.

14. Any vehicle violating the provisions of this Section 15.2 may, at the discretion of the Developer, be removed from the property and the person who owns such vehicle shall be charged for the cost of such removal. In addition, any owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any tenant, occupant, guest or invitee of such owner.

ARTICLE XVI

WAIVER AND MODIFICATION

The Developer and its assigns hereby reserve the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictive covenants or conditions contained herein, provided that said modifications do not reduce the general standards of Whelahan Farm Subdivision. The Developer and its assigns specifically reserve the right to amend the restrictive covenants that might hinder the qualifications of the subdivision for FHA/VA or conventional mortgage financing up to twelve (12) months from the date of execution of this Declaration of Covenants and Restrictions.

ARTICLE XVII

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, title, easements and estates reserved or given to Developer in this Declaration may be assigned to any person or entity or assigns which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein granted to and secured by Developer and upon such assignment, the Developer shall thereupon be forever released therefrom.

ARTICLE XVIII

INTERPRETATION AND CLARIFICATION CLAUSE

The laws of the State of Tennessee shall control in the construction of these covenants and restrictions. As used in this Declaration of Covenants and Restrictions, words used in the singular shall be deemed to include the plural and the plural, the singular, and words used in the masculine gender shall be deemed to include the feminine, if appropriate.

ARTICLE XIX

DEFINITIONS

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


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(a) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of common properties and properties held or purchased by any religious group, organization or association.

(b) "Developer" shall mean and refer to Luttrell Development LLC and its assigns or successors in interest.


(c) "Owner" shall mean Luttrell Development LLC as it represents ownership interest in the subdivision.

(d) "Homeowner" shall include any person who shall have occupied a home or held a valid contract or occupy a home before the execution of the Declaration of Covenants and Restrictions.

Any amendment must be properly recorded to be effective.

IN WITNESS WHEREOF, the said owner and Developer have hereunto set their hands and seals this 22 day of September 2006.

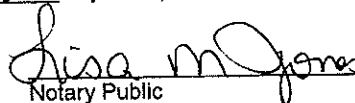
LUTTRELL DEVELOPMENT LLC

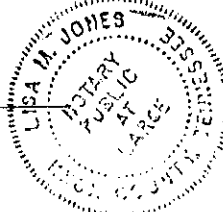
By 
John M. Luttrell, Chief Manager

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared John M. Luttrell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an officer of LUTTRELL DEVELOPMENT LLC, the within named bargainor, a limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such officer.

Witness my hand and seal this 22nd day of September 2006.


Notary Public



My Commission Expires:

6/5/07

EXHIBIT "A"
Legal Description

SITUATED in District Eight of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being further described as follows:

To find the point of BEGINNING, begin at an iron pin located in the southeastern right-of-way of Babelay Road 5315 feet, more or less, in a northeastern direction from the intersection of Babelay Road and the centerline of Washington Pike, said iron pin being located at the northeastern corner of property of Thomas and Solange Whelahan (Deed Book 1433, page 796, Deed Book 1483, page 798, Plat at Inst. No. 200211220054943; thence along Babelay Road North 70 deg. 49 min. East 89.40 feet to a point located at the northeastern corner of property retained by Lawrence and Patricia Whelahan, the point of BEGINNING; thence along Babelay Road the following calls and distances: North 70 deg. 49 min. East 33.71 feet to an iron pin, being the northwestern corner of property platted at Instrument Number 200307310012747; North 70 deg. 47 min. East 199.91 feet to an iron pin; North 70 deg. 52 min. East 101.26 feet to an iron pin, corner to property of Wayne Lockett (Inst. No. 200405050101783); thence leaving Babelay Road and along the Lockett boundary South 22 deg. 22 min. East 1232.25 feet to a stump located in the northeastern corner of property of David and Stephanie Wagner; thence along the Wagner boundary South 65 deg. 12 min. West 289.27 feet to a stump, corner to property of Marlon Gang (Will Book 34, page 767, Deed Book 286, page 190); thence along the Gang boundary the following calls and distances: South 61 deg. 04 min. West 406.97 feet to an iron pin, being the southwestern corner of property platted at 200307310012747; South 58 deg. 19 min. West 569.72 feet to a stone, corner to property of Mary Cassady (Deed Book 1418, page 670, Deed Book 1306, page 49); thence along the Cassady boundary South 61 deg. 17 min. West 344.04 feet to a stone; thence leaving the Cassady boundary North 32 deg. 56 min. West 1291.45 feet to an iron pin, corner to property of Barbara Brewer (Inst. No. 199907220006162); thence along the Brewer boundary and the boundary of property of Chris T. Nance, Jr. (Map Book 60-S, page 54, Deed Book 2311, page 335, Deed Book 704, page 517) North 69 deg. 28 min. East 794.28 feet to an iron pin, corner to property of Highland Baptist Church (Map Book 13, page 101, Deed Book 641, page 526); thence along the church boundary North 31 deg. 11 min. East 33.58 feet to an iron pin, corner to property retained by Lawrence and Patricia Whelahan; thence along a new severance line South 64 deg. 30 min. East 185.35 feet to a 12 inch diameter cedar, corner to property of Thomas and Solange Whelahan; thence along said boundary the following calls and distances: South 64 deg. 30 min. East 201.84 feet to an iron pin; South 65 deg. 06 min. East 107.51 feet to an iron pin; South 62 deg. 23 min. East 22.41 feet to a post; North 23 deg. 02 min. East 154.94 feet to an iron pin; North 24 deg. 46 min. East 200.73 feet to an iron pin; along a curve to the left having a radius of 203.50 feet, an arc length of 156.09 and a chord call and distance of North 02 deg. 48 min. East 152.29 feet to an iron pin; thence along a new severance line North 19 deg. 11 min. West 176.08 feet to the point of BEGINNING; according to the survey dated September 8, 2006 prepared by David M. Poe, RLS No. 1647, Batson, Himes, Norvel and Poe, 4334 Papermill Drive, Knoxville, Tennessee 37909, 865-588-6473, File No. 24074-B.

Being the same property conveyed to
Luttrell Development, LLC, by deed dated 11/28/05,
of record in Inst. # 200511290047429, in the
Register's Office for Knox County, TN.



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EXHIBIT "A-1"
Legal Description

SITUATED in District Eight of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being further described as follows:

BEGINNING at an iron pin located at the southeastern corner of property of Joan and Jack Brewer (Deed Book 1921, page 1082, Map Book 60-S, page 54), the southwestern corner of property of Barbara Brewer (Inst. No. 199907220008162 and the northwestern corner of property of Lawrence and Patricia Whelahan (Deed Book 1884, page 702; thence along the Lawrence and Patricia Whelahan boundary South 32 deg. 58 min. East 1291.45 feet to a stone located in the boundary of property of Mary Cassady (Deed Book 1418, page 670, Deed Book 1306, page 49); thence along the Cassady boundary South 86 deg. 16 min. West 489.80 feet to an axle, corner to property of James and Ann Coward (Inst. No. 200012080039138); thence along the Coward boundary North 37 deg. 01 min. West 607.31 feet to an angle iron, corner to property of Mildred Lane (Inst. No. 200012130040056); thence along the Lane boundary North 36 deg. 51 min. West 250.14 feet to an iron pin, corner to property of Raymond and Drulla Hamilton, Jr. (Deed Book 1000, page 387); thence along the Hamilton boundary North 36 deg. 38 min. West 125.79 feet to a 36 inch diameter oak located in the southeastern boundary of property of Robert and Misty Keck (Deed Book 2223, page 1073); thence along the Keck boundary and the boundary of property of Brandi and Blake Barfield (Inst. Nos. 200407280008528, 200408120013509); North 44 deg. 31 min. East 89.17 feet to an iron pin; thence continuing along the Barfield boundary North 17 deg. 50 min. East 163.49 feet to an iron pin, corner to property of Charlotte Whelahan (Map Book 13, page 101, Inst. No. 200009080017456, Deed Book 2096, page 750, Deed Book 2223, page 1073, Deed Book 814, page 483); thence along the Whelahan boundary and the boundary of property of Joan and Jack Brewer (Deed Book 1921, page 1082, Map Book 60-S, page 54) North 17 deg. 51 min. East 231.19 feet to an axle; thence continuing along the Brewer boundary North 70 deg. 04 min. East 163.31 feet to an iron pin, corner to property of Barbara Brewer (Inst. No. 199907220008162), the point of BEGINNING; according to the survey dated September 8, 2005 prepared by David M. Poe, RLS No. 1647, Batson, Himes, Norvel and Poe, 4334 Papermill Drive, Knoxville, Tennessee 37909, 865-588-6473, File No. 24074-B.

Being the same property conveyed to Luttrell Development, LLC
by deed dated 11/28/05, of record in
Inst. # 200511290047431, in the Registers Office
for Knox County, TN.



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