

Prepared by:
Myron C. Ely, Attorney
813 Market Street
Knoxville, Tennessee

DECLARATION OF COVENANTS AND RESTRICTIONS

ANDOVER PLACE

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Covenants and Restrictions made and entered into this 23rd day of December 1987 by TESTERMAN CONSTRUCTION COMPANY OF TENNESSEE, INC., A TENNESSEE CORPORATION, hereinafter referred to as Developer,

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and 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 parks, playgrounds, 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 and 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 ANDOVER PLACE 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 meanings:

(a) "Association" shall mean and refer to the Andover Place Homeowners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land which Developer proposes to convey and transfer to the Association for the common use and enjoyment of the owners of The Properties.

(d) "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 as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(h) "Traditional Architecture" shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other Traditional Single Family Residential Architecture common in the United States and not typically referred to as Contemporary.

(i) "Director" shall mean and refer to a Director of or Member of the Board of Directors of Andover Place Homeowners Association, Inc.

(j) "Board of Directors" shall mean and refer to the Board of Directors of Andover Place Homeowners Association, Inc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Knox County, Tennessee, and is more particularly described as follows:

SITUATE in the Sixth Civil District of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, being known and designated as Andover Place, as shown on the map of the same of record in Cabinet K, Slides 291-A, 291-B, 291-C, and 291-D, in the Register's Office for Knox County, Tennessee, EXCEPT Lot 9, Block A, Lots 85 and 86, Block A, and Lots 63, 64, and 65, Block B, as set forth on said recorded plat.

BEING Part of the same property conveyed to Testerman Construction Company of Tennessee, Inc. by deed dated 31 December 1986 from John T. Purvis and wife Patricia L. Purvis, of record in Deed Book 1907, page 1102, in the Register's Office for Knox County, Tennessee.

Section 2. Additional Units of Andover Place may be made subject to this Declaration by recordation of additional declarations at the sole discretion of the Developer, its successors or assigns.

Any such subsequent Declarations of Covenants and Restrictions once approved by said Developer shall interlock all rights of members to the Association to the end that all rights resulting to members of the Homeowners Association shall be uniform as between all units of Andover Place.

ARTICLE III

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot and expires upon the transfer or release of said ownership interest.

Section 2. VOTING RIGHTS.

The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B members shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1.

Said Class B membership shall be non-transferable and shall remain in the Developer, its successors or assigns, until such time as the Developer, its successors or assigns, has relinquished ownership in all lots within the subdivision.

Once the Developer, its successors or assigns, has relinquished ownership in all lots in the subdivision, Class B membership shall cease to exist and from and after such time there shall only be Class A membership.

Section 3. BOARD OF DIRECTORS.

The Association shall be governed by a Board of Directors to be elected annually by the membership. Class A members shall elect two Directors. Class B members shall elect three Directors.

ARTICLE IV .

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO COMMON PROPERTIES.

The Developer may retain the legal title to the Common Properties until such time as in the opinion of the Developer the Association is financially able to maintain the same. At such time the Developer shall convey and transfer the Common Properties to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association to take reasonable action to protect and preserve the rights of the Association and the Individual Members in and to the Common Properties, including but not limited to rights to prevent the sale or confiscation of said Common Properties from creditors or lien holders of the Association or Membership.

(b) the right of the Association, as provided in its Articles and By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) the right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Properties or areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least three members of the Board of Directors at a duly constituted board meeting.

(e) the rights of Members of the Association shall in no wise be altered or restricted because of the location of the Common Property in a unit of Andover Place, in which such Member is not a resident. Common Property belonging to the Association shall result in membership entitlement, notwithstanding the unit in which the Lot is acquired, which results in membership rights as herein provided.

Section 4. PARKING RIGHTS.

The Developer shall have the absolute authority to determine the type and number of parking spaces in The Common Areas and to regulate and develop said parking until

such time as the Association obtains authority over the same. Once the Association obtains authority over the Common Area wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.
The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENT.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare and beautification of the residences in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including but not limited to the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Areas, but shall extend to and include the right to maintain and repair the streets and accessways and the lighting, traffic signals and signs pertaining to the subdivision. The cost of the operation and maintenance of street lights and lighting regardless of the location within the subdivision and the proximity to the individual lots shall be borne equally and prorated as to each lot without regard to the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire subdivision.

Section 3.

The Developer shall have the right to determine and set the annual assessment for the first year from and after the establishment of the Homeowners Association. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for the first year. From and after the expiration of the first year, the assessment may be adjusted upward or downward as herein provided.

In view of the fact that Developer shall incur all of the initial costs of constructing, building, and installing swimming pool, tennis courts, and other common facilities, incurring most of the initial maintenance costs of same, and subsequently transferring said Common Properties to the Association free of cost, the said Developer shall not be required to pay on lots owned by it any annual or special assessment required hereunder or levied by the Association.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least three members of the Board of Directors.

SECTION 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The Association may change the maximum and basis of the assessment fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of at least three Members of the Board of Directors.

SECTION 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall

be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast Fifty One (51%) per cent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first lot in Andover Place. Thereafter as each person or entity becomes a member such new members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such owner.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENT.

THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION.

If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee to be fixed by the Court together with the costs of the action.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

SECTION 10. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2011 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 lots it is agreed to change said covenants in whole or in part.

ARTICLE VII

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any owner as defined herein to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE VIII

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 IX

LAND USE AND BUILDING TYPE

All lots in the Subdivision shall be known and designated as residential lots unless otherwise noted. Provided, however, that Lot 9 of said subdivision is expressly excluded from these restrictions and shall not be subject to development until such time as the Developer in its sole discretion shall make such a determination, at which time the Developer or its assigns shall have the absolute discretion in the development of the same, being subject only to the regulations and requirements of the City of Farragut or such other municipal authority having jurisdiction over said subdivision.

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 and a private attached garage except by approval and sanction of the Andover Advisory Committee.

ARTICLE X

BUILDING LOCATION

No building shall be located on any lot nearer to the front boundary than 35 feet unless special permission coupled with a waiver is granted in hardship cases by the Developer for so long as said Developer shall have authority over such matters, and thereafter the Homeowners Association which shall have exclusive jurisdiction and authority to permit or deny variances in hardship cases, and to all other rear and side set back requirements, the regulations of the Zoning Authority shall be controlling and said Zoning Authority shall have the exclusive authority to permit or deny variances in hardship cases as to rear and side set back requirements.

ARTICLE XI

DIVISION OF LOTS

Not more than one single family dwelling may be erected on any one lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size

by any method such as voluntary alienation, partition, judicial sale, or other process of any kind except for the explicit purpose of increasing the size of another lot, and except as to Lot 9 as hereinabove set forth.

SECTION 11.

The Homeowners Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the common areas and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Homeowners Association.

ARTICLE XII

ANDOVER PLACE 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 Andover Place Advisory Committee as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Andover Place Advisory Committee shall be composed of three members 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 of the Committee, the Developer 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 within twenty (20) 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 Andover Place 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 made. In the event the said Andover Place Advisory Committee rejects plans submitted for approval under this covenant, upon written request or application by 75 per cent of lot owners within a 200 foot radius desiring that approval be given, then same shall be deemed approved by the Andover Place Advisory Committee. The Developer shall continue to have the exclusive authority to appoint the Members of the Advisory Committee until such time as it shall in writing expressly confer such authority to The Homeowners Association as provided in Paragraph XXIV.

ARTICLE XIII

DWELLING RESTRICTIONS

SECTION 1. DESIGN REQUIREMENTS

No dwelling shall be erected, placed, altered or permitted to remain on any lot unless it conforms to the following requirements:

1. The dwelling and related improvements must be of traditional architecture and design as defined herein.
2. The minimum living area square footage requirements shall be determined by the Andover Place Advisory Committee on a case by case basis and shall be within the sole discretion of the Committee.
3. All windows and the related trim must be of wood construction.
4. All dwellings, except one story dwelling shall have a minimum roof pitch of 8/12 and the one story shall have a minimum roof pitch of 9/12.
5. All dwellings shall be of brick or a combination of brick and stucco or a combination of brick and natural wood siding, with no masonite or other type of artificial or synthetic siding.
6. All above ground exterior foundation walls shall be veneered with brick, stone or such other material approved by the Advisory Committee.

7. All fireplaces and chimneys shall be of masonry construction unless otherwise specifically approved on an individual basis by the Advisory Committee.

8. All dwellings shall have not less than a two car attached garage, side or rear entry only, capable of accomodating two automobiles.

9. Heating and air conditioning systems shall be concealed from view by appropriate screening, subject to approval of the Advisory Committee.

10. There shall be no occupancy permitted of any dwelling until such time as the dwelling, yard and landscaping are complete except by approval of the advisory committee.

11. Once the retention basins as set forth on the recorded plat have been dedicated by the recordation of said plat, neither the Developer nor the Homeowners shall be responsible or liable for the maintenance of the same.

12. 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 development, as approved by the municipal authority having jurisdiction over said subdivision.

SECTION 2. MISCELLANEOUS RESTRICTIONS.

1. Mail boxes shall be of a traditional type and design consistent with the overall character and appearance of the neighborhood and as selected by the Developer.

2. No outside radio transmission towers, receiving antennas, television antennas, satellite antennas or dishes or solar panels may be installed or used, except as approved by the Advisory Committee.

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 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. Builders 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 the drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description or kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing or curing of said items.

ARTICLE XIV

NUISANCES

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.

ARTICLE XV

TEMPORARY STRUCTURES

No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence temporarily or permanently nor shall any structure of a temporary character be used as a residence.

ARTICLE XVI

EASEMENTS

Easements and other restrictions in conformity with the recorded plat of Andover Place are expressly reserved for the overall development of the subdivision and no easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any lot in this subdivision unless prior written permission is granted by the Developer of the Subdivision.

ARTICLE XVII

COMMISSION OF WASTE AND UNSIGHTLINESS

At no time shall any lot or parcel be stripped of its top soil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed. No person shall place on any lot in the Subdivision refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be subject to notification by the Developer or the Association to correct said condition within five (5) days of notification and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected lot and the Contractor or Agent of the Owner and to make all necessary corrections and the expense of same shall be a lien upon the real property affected.

ARTICLE XVIII

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 the builder to advertise the property during the construction and sales period.

ARTICLE XIX

LIVESTOCK AND POULTRY

No animals, livestock, poultry or fowl of any kind shall be raised, bred or kept on any lot except pets such as dogs or cats which are permitted provided they are not kept, bred or maintained for any commercial purpose and do not create a nuisance, provided, however, in no event shall any household have more than two animals of any species. The Homeowners Association shall have exclusive authority to further regulate the maintenance and care of said animals as it deems advisable.

ARTICLE XX

GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other waste shall not be kept except on a temporary basis and in sanitary covered containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition, subject to the approval of the Developer.

ARTICLE XXI

FENCES AND WALLS

No fences or walls or hedge rows shall be erected, placed or altered on any lot or parcel unless approved by the Developer or the Advisory Committee as the case may be.

ARTICLE XXII

FIRST REFUSAL FOR RE-PURCHASE

In the event any owner of any residential lot not improved by a dwelling but otherwise improved or unimproved, desires to sell the same, the property shall be offered for sale to the Developer at the same price at which the property is about to be sold, and the Developer shall have fifteen (15) days within which to exercise its option to purchase the property. Should the Developer fail or refuse within said fifteen (15) days after receipt of registered notice to exercise this option to purchase said property at the price and on the terms which it is about to be sold, then the owner of said property shall have the right to sell the same, subject to each and every restriction, limitation, condition and agreement herein contained. This clause shall have no application to any person, firm or corporation acquiring any right, title or interest in any property or improvements in Andover Place Subdivision through mortgage or deed of trust nor shall it apply to any purchaser at a judicial or non-judicial sale of any such property or improvements.

ARTICLE XXIII

WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of the Andover Place Subdivision, subject to its declaration, then owned by Developer and with the consent of the owner as to any other land in said subdivision, and shall have the further right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of Andover Place.

ARTICLE XXIV

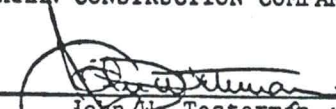
ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more corporations 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 given to and assumed by Developer and Developer shall thereupon be released therefrom.

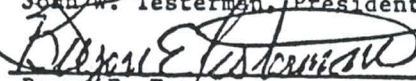
IN WITNESS WHEREOF, Testerman Construction Company of Tennessee, Inc. has caused this instrument to be executed and its named to be signed by its President and attested by its Secretary pursuant to authority of its Board of Directors this 23rd day of December 1987.

TESTERMAN CONSTRUCTION COMPANY OF TENNESSEE, INC.

By:


John W. Testerman, President

Attest:


Bryan E. Testerman,
Vice President and Secretary

STATE OF TENNESSEE

COUNTY OF KNOX

Before me the undersigned Notary Public in and for the State and County aforesaid personally appeared John W. Testerman with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself/herself to be the President of TESTERMAN CONSTRUCTION COMPANY OF TENNESSEE, INC. the within named bargainer, a corporation, and that he/she as such President being authorized so to do executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand and seal at office this 23rd day of December 19 87.

Pamela K. [Signature]
Notary Public



My Commission expires:

10/21/91

RECEIVED FOR
RECORDING
KNOX COUNTY
DEC 28 10 38 AM '81
NOTE BOOK 110
STEVE HALL

BOOK 1935 PAGE 0200