

THIS INSTRUMENT WAS PREPARED BY Dan Amanns 511 Breckinridge Way Knoxville TN 37899

STEVE HALL,
REGISTER OF DEEDS
KNOX COUNTY

DECLARATION OF RESTRICTIONS
FOR

BARACHEL GARDENS SUBDIVISION

WHEREAS, Dan and Betty Amanns are the owners of certain property which they have caused to be subdivided into a tract of land located in the SIXTH Civil District of Knox County, Tennessee, and

WHEREAS, the said tract is the same property conveyed to Dan and Betty Amanns by deed dated August 15, 1990 and recorded in Warranty Deed Book 2017, page 0137 in the Register's Office for Knox County, Tennessee, and

WHEREAS, said subdivision is known as Barachel Gardens Subdivision, the map of which is of record in Cabinet N, Slide 14-B and Cabinet N, Slide 25D-C, in the Register's office for Knox County, Tennessee, and these restrictions shall apply to the lots appearing on the plats dated June 23, 1993 and October 30, 1994, prepared by Doss Constructive Ideas Inc. and

WHEREAS, it is now desired for the benefit and protection of purchasers of lots in this subdivision in order to establish a sound value for these lots to record these building restrictions so that they may be of public record.

NOW THEREFORE, in consideration of these premises, the said Dan Amanns binds himself, his successors and assigns, to impose, and he does hereby impose the following covenants which shall run with the land on the lots in said subdivision as shown on the aforesaid map, said covenants are as follows;

1. These covenants are to take effect immediately and shall be binding on parties and all persons claiming under them until October 17, 2014 at which time said covenants shall be automatically extended for successive periods of ten years unless the majority of the then owners of the lots vote to change said covenants in whole or in part. Each owner shall be entitled to one vote for each residence built on one or more lots which he owns.
2. If the parties hereto or 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 doing so, or to recover damages or other dues for such violation, including but not limited to all reasonable costs of enforcement such as reasonable attorney's fees, expert testimony and court costs.
3. Invalidity of any one of these covenants by judgment of Court order shall not in any way affect any of the other provisions, which shall remain in effect or in full force and effect.
4. All numbered lots in the tract shall be known and designated as residential lots. No structure shall be erected, altered, or placed, or permitted to remain, on any lot other than one detached single family dwelling not to exceed three stories in height and a private garage and the usual servants quarters.
5. No building shall be located on any lot nearer to the front line than the building setback line as shown on the recorded plat. No two story building shall be located nearer than twelve (12) feet and no single story building shall be located nearer than eight (8) feet to an interior lot line except that no side yard shall be required for a garage or other permitted accessory building located fifty (50) feet or more from minimum building setback line. For the purpose of these covenant, eaves, steps, and open



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RECORD FEE: \$14.00
M. TAX: \$0.00 T. TAX: \$0.00

- porches shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building to encroach upon another lot.
6. No more than one residential house 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 device, voluntary alienation, partition, judicial sale or other process of any kind, except for the purpose of increasing the size of another lot.
 7. Minimum size of houses to be erected in this unit Barachel Gardens shall be 2,000 square feet for a one or two story, except on Lot 4 which shall be 1,750 square feet and no house shall be erected, placed, altered or permitted to remain on any lot in Barachel Gardens Subdivision in violation of such established minimums. All buildings, whether frame or accessory, shall conform in workmanship and materials to standard building practice for the State of Tennessee, be consistent with all construction in the subdivision, and shall meet with the minimum requirements of the Federal Housing Authority, the Veterans Administration and the Federal National Mortgage Association.
 8. No building shall be erected, placed, altered or permitted to remain on any lot in the subdivision until the building plans and specifications and the plat plans showing the location of said building or alteration have been approved in writing as to conformity and harmony with existing structures in the subdivision by a duly authorized agent of the Developer or the Developer, Dan Amanns. No building, house, or residence shall be moved into subdivision in whole, or in part, regardless of structure size. In the event the Developer or said agent fails to approve or disapprove such design or location within ten (10) days after said plans and specifications shall have been submitted to him, such approval will not be required, and this Covenant will be deemed fully complied with. In the event said Developer or agent rejects plans submitted for approval under this paragraph, upon written notice by seventy five (75%) percent of the lot owners within 200 foot radius of said lot in question at the time said approval is requested, stating that said owners of said property within 200 foot radius desire that approval be given, the same shall be deemed approved by the Developer or his duly authorized agent.
 9. All fencing and walls must be attractive and consistent with color and/or materials used on the house and must be approved by an officer of the Developer, notwithstanding any provision to the contrary herein. Chain link fences are specifically prohibited.
 10. No radio, or television aerial, antenna, satellite dish or any other exterior electronic or electric equipment or devise of any kind shall be installed or maintained on the exterior of any structure located on a building or other structure, unless approved by the Developer or his duly authorized agent.
 11. Air conditioner units and garbage cans shall be concealed from view by appropriate screening, which must be approved by the Developer or his duly authorized agent.
 12. All driveways, drives, and parking areas located on residential lots shall be constructed of concrete or other materials approved by the Developer or his duly authorized agent.
 13. Inground swimming pools are permissible. Pools shall have attractive fencing, shrubbery and screening around them and must be approved by the Developer or his duly authorized agent.
 14. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.
 15. No trailer, enclosed basement, tent, shack, garage, barn or other outbuilding 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.



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16. Easement for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

17. 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 house for sale or signs of not more than five square feet used by the builder to advertise the property during the construction and sales period. The developer and owners reserve the right to display signs of a larger size for promotion of the development. Notwithstanding any provision to the contrary herein, subsequent owners of residential lots shall not be restricted from placing sold signs on their property comparable with Knoxville Multiple Listing Service marketing tools and signs.

18. 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 commercial purposes, and are not a nuisance to the subdivision. All pets are to be confined indoors and may not be allowed to run loose.

19. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such matter shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition and shall be screened from public viewing.

20. All dwellings and accessory buildings shall have a brick or natural stone foundation.

21. All houses must have a minimum two car garage.

22. No automobile or trucks shall be parked or stored in the yard or street.

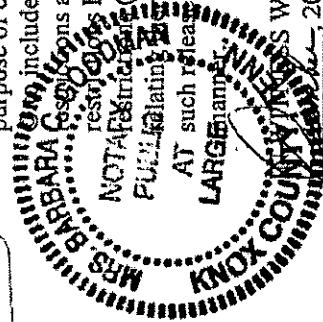
23. All fireplaces must be masonry.

24. Roof pitches shall be 7/12 pitch or steeper, with dimensional shingles or wood shakes, unless approved by the Planning Committee.

25. Outside light poles, etc. must be approved by the Developer or his duly authorized agent. No wooden utility poles allowed.

26. All construction and landscaping work must be completed within 12 months (1 year) of initial ground breaking.

27. The Developer, or his duly authorized agent shall have the sole discretion and right to (a) amend these covenants and restrictions, but all such amendments shall be consistent with the general purposes and standards of these covenants and restrictions, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or any inconsistency between the several provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained, and (d) to release any building lot from any part of the covenants and restrictions (including without limiting the foregoing, building restriction lines and provisions hereof relating hereto) if the Developer or his duly authorized agent, in his sole judgment, determines that AT such release is reasonable and does not substantially affect any other building lot in an adverse manner.



WHEREOF, the owner has executed this instrument on this the 14th day of Dec

County Knox
State Tennessee

Barbara C. Ammons
Barbara Ammons

PERSONALLY APPEARED BEFORE ME - DAN & BETTY AMMONS, whom
I am personally acquainted - this 14th day of December, 2000

Mrs. Barbara C. Ammons
Notary at Large

My Commission Expires Jan. 7, 2003



This instrument was prepared by

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

DAN AMANN
PO Box 187, Pigeon Lake, TN 37847

Name

Address

Amendment
To
Declaration of Restrictions
For
Barachel Gardens Subdivision

WHEREAS, Dan and Betty Amanns are the owners of certain property which they have caused to be subdivided into a tract of land located in the SIXTH District of Knox County, Tennessee, and

WHEREAS, the said tract is the same property conveyed to Dan and Betty Amanns by deed dated August 15, 1990 and recorded in Warranty Deed Book 2017, page 0137 in the Register's office for Knox County, Tennessee, and

WHEREAS, said subdivision is known as Barachel Gardens Subdivision, the map of which is of record in Cabinet N, Slide 14-B, Cabinet N, Slide 250-C, Cabinet P, Slide 122B and in Cabinet P, Slide 138C in the register's office for Knox County, Tennessee, and the restrictions shall apply to the lots appearing on the plats dated June 21, 1993, October 30, 1994, February 17, 1998 and March 17, 1998, prepared by Doss Constructive Ideas, Inc. and

WHEREAS all items listed in Declarations of Restrictions numbered one (10 through twenty seven (27) shall remain as recorded except in Item seven (7) the minimum size of house on Lot four (4) shall be changed from 1750 square feet to 1,600 square feet.

IN WITNESS WHEREOF, the owners have executed this instrument on this 12th day of April, 2006.

Betty Amanns

Dan Amanns

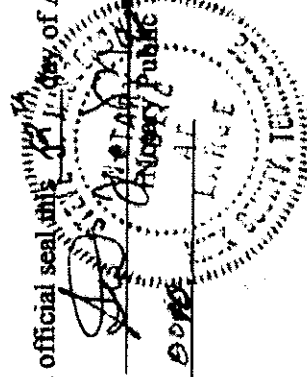
ACKNOWLEDGEMENT

State of Tennessee
County of Knox

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, DAN AND BETTY AMANN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal this 12 day of April, 2006.

My commission expires: Feb 3 / 2008




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RECORD FEE: \$12.00
M. TAX: \$0.00 T. TAX: \$0.00