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BATSON EAST-LAND COMPANY, INC.
TO: DEED OF RESTRICTIONS
GILBERT GLEN SUBDIVISION, UNIT 1

RECEIVED FOR
RECORDING
KNOX COUNTY
APR 7 11 02 AM '87
NOTE BOOK 107
STEVE HALL

THIS DEED OF RESTRICTIONS, executed as of the 2nd day
of April, 1986, at Knoxville, in the County of
Knox, State of Tennessee, by Owner, BATSON EAST-LAND COMPANY,
INC., a Tennessee Corporation with its situs and principal
place of business in Clarksville, Montgomery County,
Tennessee, also sometimes referred to herein as the
Developer; and

W I T N E S S E T H:

That the Owner has heretofore acquired certain real
estate situated in the Sixth Civil District of Knox County,
Tennessee, lying without the corporate limits of Knoxville,
Tennessee, and being more particularly described as a portion
of the real estate described in the deed from John T. Batson
and Richard H. Himes and wives to BATSON EAST-LAND COMPANY,
INC. by deed of record in Official Record Book Volume 85-S,
Page 32, of the Register's Office of Knox County, Tennessee.
*2700 TL
*2700 CG AT
*000 CG

The Owner has heretofore subdivided a certain portion of
said real estate designated as Gilbert Glen Subdivision, Unit
I, a plat of said Section being a record in Plat Book 85-S,
page 32 in the aforesaid Register's Office.
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712787

By virtue of having recorded the aforementioned plat
and having received acceptance by Knox County Commission of
the Road known as Twin Hill Lane, Lots 1 through 14 and a
"Common area" Lot are legally entitled to be built upon or
sold as might be optioned by owner, consistent, however, with

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the "Declaration of Covenants, Conditions and Restrictions" of the Gilbert Glen Common Area and Owners Association.

Now therefore, for the mutual benefit and protection of present and future owners of said lots in Gilbert Glen Unit I, BATSON EAST-LAND COMPANY INC. does hereby place the following restrictions, reservations, conditions and limitations on Lots 1 through 14 which shall be binding on present and future owners of said lots, to-wit:

1. All of said lots (as shown on said plat) shall be used for residential purposes only, and it shall not be permissible to build more than one (1) single family dwelling on any one (1) lot. This condition or limitation, however, shall not operate to prevent an individual Owner from erecting one (1) dwelling house on one and a fraction lots, nor shall it operate to prevent present or future owners from re-dividing lots for the purpose of obtaining lots of larger areas. No family dwelling shall be erected, altered, placed or permitted to remain on any of the designated lots other than one (1) detached single family dwelling not to exceed three (3) stories in height and a private garage.

2. Residences on all lots shall face Twin Hill Lane.

3. No dwelling shall be erected, placed, altered or permitted to remain on any lot unless the dwelling has finished living area space of at least the following:

- (a) 1500 square feet on one (1) level in the case of a one-story dwelling.

- (b) 2000 square feet in the case of a full two-story dwelling, a split-level dwelling, or a split-foyer dwelling, and in all events the overall outside dimensions (footprint) of such dwelling under this paragraph shall provide a minimum calculated area of 1000 square feet of finished area. In the case of a split-level or split-foyer dwelling, there shall also be an attached two car garage.



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(c) 1500 square feet on the top level in the case of a basement type dwelling (one story or one level house with full or substantially full basement).

(d) 1750 square feet in the case of a one and one-half (1 1/2) story dwelling, and in all events the overall outside dimensions ("footprint") of such dwelling under this paragraph shall provide a minimum calculated area of 1000 square feet of finished area.

Basements, (except for the finished area of a split-level and split-foyer dwelling), open porches, garages and carports shall not be considered in computing the square footage of living area space.

4. Prior to beginning of construction, all lots shall remain clear and vacant. After beginning of construction or the arrival of materials on the lot for construction, completion must be accomplished within fifteen (15) months unless written permission for an extension for reason of hardship is granted by the Developer of the subdivision.

Only those materials and items need by the trade in the construction of the residence shall be allowed to be placed on the lot.

After occupancy of the residence, no house trailer, tractor trailer, construction trailer, etc., or truck or service tractor (excluding a pick-up truck) shall be placed on the lot. No parking of any type of vehicle or boat on any street within or bounding the subdivision is permitted except automobiles, pick-up trucks and four-wheel drive types of passenger light trucks during a time when a homeowner is entertaining guests. Under no circumstances shall a motor home or camper be lived in on the premises. There shall be no occupancy for living purposes at any time on any lot except upon completion of the residence. No boats, house trailers or motor homes shall be parked in the front yard,

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side yards or front drive for any period of time longer than forty-eight (48) hours total over each month.

5. The sewerage system for any residence on the premises shall meet the requirements of the sanitation laws of Knox County, and the State of Tennessee.

6. No noxious or offensive activities, and no commercial activities of any type, shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance to or nuisance of the neighborhood. No lots shall be used for the storage or repair of automobiles, or other types of motor vehicles, tractors, equipment, or the like, except that minor repairs to the property owner's automobiles and pick-up truck may be permitted. No swine, horses, poultry, sheep, goats or cattle shall be maintained on any lot. No pets, except small household pets or "seeing eye dogs", shall be allowed. No animal pens, kennels, runs, fences, or enclosures of any type for animals, shall be allowed on any lot and no animal houses of any type shall be erected or maintained on any lot. No vegetable garden shall be planted and cultivated or maintained on the front or side of any lot, and no barns, sheds, shacks, outside clothes lines, outside storage buildings, children's play houses, antennas, satellite discs, tents (except children's small play tents) shall be allowed in the lot. No above ground type swimming pool shall be built on or placed on any of the lots. Below ground swimming pools shall be on the rear of the lot.

7. No fences will be permitted on any lot except as follows:

(a) A fence may be erected along the rear lot line of lots 1 through 8 along the right-of-way line Catlett Road.

(b) A fence may be erected on the side of lot no. 8 and lot no. 9 along the right-of-way of Gilbert Road.



(c) In all events, all fences, as to style, design, materials and construction, must be expressly approved by the owner/developer of Gilbert Glen Subdivision or the Gilbert Glen Common Area and Owners Association when appropriate. However, in no event will a chain-link fence be permitted on any residential lot or along the street right-of-way line thereof.

(d) Fencing, including chain-link fencing, may be erected on the Common Area lot as may be determined by the Owner/Developer or by the Gilbert Glen Common Area and Owners Association, when appropriate.

8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary covered containers at the rear of the house and the same shall be properly secured and screened from the front view.

9. No signs of any kind shall be displayed on any lot except one professionally built sign of not more than five (5) square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.

10. Any residence built on any one of the lots in the subdivision shall have a concrete or masonry foundation, and the exterior of the residence shall be of such material as may be approved by the Developer or Gilbert Glen Common Area and Owners Association. Each residence shall have its own concrete driveway at least ten (10) feet in continuous width extending from the curb line to the garage entrance.

11. All concrete or masonry foundations above the finished outside grade shall be constructed of or faced with stone or brick.



12. Reference is hereby made to certain perpetual easements which are reserved as shown on said plan of said subdivision, as recorded in Plat Book 85-S, Page 32, in the Knox County Register's Office.

13. All garages shall be attached to or in the basement of the principal residence and shall be constructed with exteriors matching one or more of the siding materials of the residence permitted under Paragraph 10 on said lot.

14. No lot may be re-subdivided or altered in size by any method or means whatsoever, except by the Developer as hereinafter provided. The Developer may alter or adjust lot lines as the Developer deems is reasonable for the purpose of the Developer using said lot in the continuous development of additional sections of this subdivision, or altering lot lines to improve vehicular access to garages or driveways, parking or improved drainage conditions, except that no resubdivided building lot will have less than ten thousand (10,000) square feet of area or a width at the building line of less than eighty (80) feet.

15. Building line and side line set backs shall not be less than those allowed by the then existing zoning laws unless allowed by Knox County Board of Zoning Appeal.

16. Excavation and cutting of living trees on any lot shall only be permitted with the prior written approval of the Developer or the Gilbert Glen Common Area and Owners Association, except in the case of a genuine emergency wherein such removal is reasonably required for the protection of life or property. No lumber, brick, stone, cinderblock, concrete block, or other materials used for building purposes shall be stored upon any lot more than a reasonable time for completion of the construction in which they are to be used. No person shall leave on any lot refuse, stumps, rock, concrete blocks, dirt or building materials after the construction period.

Any person failing to comply with the provisions of this paragraph may be notified by the Developer to correct said procedure within (5) days, and if the same is not done, the offending or responsible person or persons shall pay the Developer the cost of correction and may be subject to injunctive process.

17. Any and all of the rights, powers, easements, duties or obligations reserved or assumed by Developer in this instrument may be assigned to any one or more persons or entities that will agree to assume such rights, powers, easements, duties and obligations and shall be made by appropriate recorded instrument in which the assignee or transferee shall join for the purpose of evidencing its acceptance. Such assignee or transferee shall thereupon have the same rights, powers and easements and be subject to the same obligations and duties as are herein reserved and assumed by Developer and the Developer shall thereupon be released to the extent of the assignment.

18. It shall be the obligation of each Owner of each lot in this Subdivision to consult with the proper authority or representative of Knox County before any driveways, culverts, or other structures, or grading are placed or constructed within the limits of any dedicated roadway, any such placement or construction shall be done in accordance with the requirements of Knox County. The paving over or ramping over an extruded curb at the entrance of any driveway, or any other place, shall not be permitted and there shall be no interference with the free flow of surface water along such curb lines. All driveways shall be constructed in a manner compatible with this requirement and such drives shall join the curb line and be so constructed so as not to interfere with the proper flow of surface water along such curb line. No owner of any lot constructing improvements thereon shall cause or permit damage to the

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payed street in the course of construction of improvements and each owner shall be responsible for the cost of restoration and repair to such street caused by and as a direct result of such construction by or on behalf of the owner.

19. Every owner of a lot in Gilbert Glen Unit I, and future Units as may be added by the Developer, shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot subject to the provisions outlined in the Declaration of Covenants, Conditions and Restrictions for Gilbert Glen Common Area and Home Owners Association.

20. 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 thirty-five (35) years from the date that these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instruments signed by a majority of the then Owners of the lots in Unit I have been recorded agreeing to change said covenants in whole or in part.

21. Enforcement of these covenants may be had by proceedings of law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

22. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

23. In addition, the Developer retains unto itself the same rights as any lot Owner as to the prosecution of covenant and restriction violations, whether or not it retains any lot or lots in Section I of said Subdivision.

IN WITNESS WHEREOF, the Owner, BATSON EAST LAND COMPANY, INC., being the Developer of said Subdivision, has caused this Deed of Restrictions and Dedication to be

executed as of the date and day above written, the same to be in full force and effect upon the recording of this instrument in the Register's Office of Knox County, Tennessee.

BATSON EAST-LAND COMPANY, INC.

By: John T. Batson Sr.
(President)

ATTEST

Richard H. Batson
Secretary

STATE OF TENNESSEE)
)
COUNTY OF MONTGOMERY)

Personally appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, JOHN T. BATSON, SR. and RICHARD H. BATSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that themselves to President and Secretary of Batson East-Land Company, Inc., the within named Bargainor, a corporation, and that they being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by themselves as such officers.

Witness my hand and seal at office this the 2nd day of April, 1987.

My Commission Expires: Dec. 20, 1988.



John E. G. Batson
Notary Public

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