

THIS INSTRUMENT PREPARED FOR RECORDING BY  
 E. H. MARSH  
 ATTORNEY AT LAW  
 717 South Gay Street — Knoxville, Tenn. 37902

DECLARATION OF RESTRICTIONS

GULFWOOD SUBDIVISION, UNIT THREE

WHEREAS, the undersigned, E. K. SATTERFIELD and wife, MARY LOU C. SATTERFIELD, of Knoxville, Knox County, Tennessee, are the owners of a tract of land situated in the Sixth Civil District of Knox County, Tennessee, and known as GULFWOOD SUBDIVISION, UNIT THREE, as shown on the map of the same of record in Map Book 65-S, page 78, in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said owners are desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owners and all subsequent owners of any lot or lots in said subdivision.

NOW THEREFORE, in consideration of the premises and the mutual benefit to be derived by all parties concerned, the said E. K. SATTERFIELD and wife, MARY LOU C. SATTERFIELD do 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:

1. These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until 1 January 2000 at which time said covenants shall be automatically extended for successive periods of ten years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
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 so doing or to recover damages or other dues for such violation.
3. Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.
4. All numbered lots in the tract shown on the recorded map shall be known and designated as single family residential lots, except Lots 23, 41, 42, 43, 44, and 45, and 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 two stories in height and a private garage and the usual domestic servants quarters. Duplex dwellings are permitted on Lots 23, 41, 42, 43, 44, and 45 as shown on said recorded map.
5. No building shall be located nearer than 10 feet to any interior lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any part of the building to encroach upon another lot. Carports or roofed porches shall be considered as a part of the building and shall not be nearer than 10 feet to any lot line or in front of any building set back line, as shown on map of record referred to above. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot lines.
6. Not more than one dwelling house may be erected on any lot as shown on the recorded map and no lot shown on said map may be subdivided or reduced in size by an device, voluntary alienation, partition, judicial sale or other process or process of any kind, except for the purpose of increasing the size of another lot.

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7. No building shall be erected, placed, altered or permitted to remain on any lot in this subdivision having a floor area of less than 1500 square feet. In computing the said minimum floor area, measurements will be made from exterior walls, but will include no basement areas, porches, carports, or garages. In computing the minimum floor area of a one-story house the first floor must not be less than 1100 square feet and the remaining area in said house must have a minimum of 500 square feet on the second floor. In split-level and tri-level houses only the two top levels can be considered in computing the minimum square foot area, except 100 square feet can be counted in lower level if above grade and is finished and has two sides above grade.

8. No building shall be erected, placed, altered or permitted to remain on any building plot in the subdivision until the building plans and specifications and the plot plans showing the location of such building or alteration have been approved in writing as to conformity and harmony with the existing structures in the subdivision by a committee composed of E. K. Satterfield and one other member appointed by E. K. Satterfield, said committee to be known as the Planning Committee. In the event said committee fails to approve or disapprove such design and location within 10 days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to be full complied with. In the event said Planning Committee rejects plans submitted for approval under this paragraph upon written request or application of 75 percent of the parties owning lots within a 200 foot radius of the lot in question at the time said approval is requested, stating that said owners of said property within the 200 foot radius desire that approval be given, the same shall be deemed approval by the Planning Committee. A complete set of plans and specifications of the house to be built shall be left with said Planning Committee during the time of construction.

Powers and duties of such Committee shall cease on or after January 1, 2000. Thereafter the approval required in this covenant will not be necessary unless prior to said date and effective thereon, a written instrument shall be executed by the then owners of the majority of the lots in this subdivision and duly recorded, appointing a representative or representatives to thereafter exercise the same powers previously executed by said Committee.

9. No noxious or offensive trade shall be carried upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trailer, 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.

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

12. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent of signs of not more than five square feet used by the builder to advertise the property during the construction and sales period.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste 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.

15. No camping trailers shall be stored in front of any house or duplex in the Subdivision and no front yard shall be fenced in.

16. All outbuildings shall be constructed at the rear of the residences on the lots.

17. The subdividers reserve the unlimited right to alter these restrictions when such action is deemed necessary and to release any building plot from any part of the covenants and restrictions which have been violated (including without limiting the foregoing violations of building restriction lines and provisions hereof relating thereto) if the subdividers in their sole judgment, determine such violation to be a minor or insubstantial violation.



IN WITNESS WHEREOF, the said E. K. SATTERFIELD and wife, MARY LOU C. SATTERFIELD have hereunto set their hands and seals this 21 day of October, 1977.

*E. K. Satterfield*  
E. K. SATTERFIELD

*Mary Lou C. Satterfield*  
MARY LOU C. SATTERFIELD

Personally appeared before me the undersigned, a Notary Public in and for said County and State, E. K. SATTERFIELD and MARY LOU C. SATTERFIELD, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Knox County, this 21<sup>st</sup> day of

October, 1977.

*Michael J. Grov*  
NOTARY PUBLIC



My commission expires \_\_\_\_\_

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