

Prepared by:
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SHERRY WITT
REGISTER OF DEEDS
KNOX COUNTY

**DECLARATION OF RESTRICTIONS
OF
GILBERT STATION SUBDIVISION**

WHEREAS, the undersigned, **Thomas C. Beeler**, (hereinafter referred to as "Developer") is the owner of a tract of land in the Sixth (6th) Civil District of Knox County, Tennessee, and being known and designated as "**Gilbert Station Subdivision**", as shown on the map of the same of record at **Instrument No. 200908180013362** and **Lots 14-R & 15-R**, as shown on the map referred to as Resubdivision of Common Area in Gilbert Glen S/D & Lots 14 & 15 in Gilbert Station S/D, of record at **Instrument No. 200909160019977**, both in the Register's Office for Knox County, Tennessee, and

WHEREAS, the said Developer desires 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 benefits to be derived by all parties concerned, the said 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 upon all subsequent owners thereof and shall inure to be 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 December 16, 2034, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. Each owner shall be entitled to one vote for each lot, which he owns.
2. If the parties hereto or any of them, or their heirs, successors 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 either to prevent him or them from so doing or to recover damages or other dues for such violation.
3. Invalidity 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 shall be known and designated as "residential" lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height and a private attached garage.


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5. Not more than one dwelling 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 or other process of any kind except for the purpose of increasing the size of another lot.

6. Each dwelling shall be required to meet certain minimum square footage and design requirements and no dwelling violating these minimum requirements shall be erected, placed, altered or permitted to remain on any lot in Gilbert Station Subdivision.

The minimum square footage requirements are as follows: One story dwellings shall have not less than 1400 square feet of living area on the main floor excluding garages, porches, decks and terraces; one and one-half, two and two and one-half story dwellings shall have not less than 2000 square feet total living area excluding garages, porches, decks and terraces. Provided, however, that if two story dwellings contain a full basement the minimum square footage requirement for living area shall be 960 square feet.

All dwellings shall have an attached garage capable of accommodating at least two automobiles.

7. 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 the plot plans showing the location of a dwelling or alterations have been approved in writing by The Gilbert Station Architectural 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 Gilbert Station Architectural Committee shall be composed of Thomas C. Beeler and one other lot owner to be named by said Thomas C. Beeler. In the event either or both of the aforesaid members are unable or unwilling to act upon a particular set of plans and specifications, either or both members of the committee shall have the right to appoint a temporary substitute member of the committee for that particular set of plans and specifications. In the event of the death or resignation of any member of the committee, the surviving member shall have the exclusive authority to designate a successor. Neither member of the committee, their respective substitutes, successors or assigns, shall be entitled to compensation for services performed pursuant to this covenant. In the event the committee fails to approve or disapprove such plans or specifications within ten (10) days after said plans and specifications shall have been submitted to it, such approval shall be implied and no longer required and the requirements of this covenant will be deemed fully satisfied. Furthermore, all such plans must be left with the committee during the period of construction after approval and no suit to enjoin the construction and completion has been filed prior to completion thereof, final approval shall not be required and the requirements of this covenant shall be deemed to have been fully satisfied. In the event the committee rejects plans submitted for approval under this paragraph, upon written notice by 75 per cent of the lot owners within a 200 foot radius of said lot in question at the time said approval is requested stating that said owners of said property within a 200 foot radius desire that approval be given, the same shall be deemed approved by the committee. The aforesaid members shall continue to serve upon the committee until death or resignation of said member as provided herein or until such time as said member or members expressly confer such authority upon a successor committee.

No pre-existing structure, building, house or residence shall be moved into the subdivision in whole or in part regardless of structure size. This restriction is not intended to exclude prefabricated or packaged housing which shall be allowed to be constructed within the subdivision as long as it conforms with all other requirements as set forth herein.

8. It shall be required that each individual who constructs a house on a particular lot shall install proper drainage swales on all lot lines. It shall be the responsibility of each builder to maintain a clean and neat construction site at all times and to clean the street in front of his lots upon completion of the house. On all lots, which border

drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these drainage areas.

9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any activity be done thereon which may be or become an annoyance or nuisance to the neighborhood. All commercial activities of every kind and character are prohibited.

10. No trailer, basement, tent, shack, garage, barn or other out buildings 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 map of record. No easements, rights of way or rights of access shall be deeded, granted or in any way given to any person or companies through any lot in this subdivision unless the Developer gives permission in writing.

12. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sale period or a sign by the lender stating who is financing the project during the construction 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 and provided they do not constitute a nuisance.

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 clean and sanitary condition. No junk or inoperable vehicles may be parked in the driveways at any time. All repairs except those pertaining to the exterior of the dwelling; the landscaping and driveway shall be limited to the personal needs of the household and confined to the exterior spaces of the dwelling out of view of others in the neighborhood. No vehicles, machinery or appliances shall be repaired on the exterior of the dwelling and such repairs shall be permitted only in the interior areas of the dwelling so as to be out of view and so as not to constitute a nuisance.

15. No house constructed on any lot in the subdivision may be occupied prior to its completion which shall include landscaping, all of which shall be consistent and in keeping with the surrounding neighborhood.

16. Satellite dishes and other forms of receiving and transmitting apparatus must be approved by the Architectural Committee.

17. All mailboxes shall be subject to approval for location, size, design and color by the Architectural Committee, which shall have a continuing jurisdiction over such matters.

18. No one shall be permitted to store or park house trailers, campers, recreation vehicles, frequently referred to as "RV's", pleasure or fishing boats, trailers or similar vehicles on or about said residence 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.

19. All fences shall be subject to approval for design and color by the Architectural Committee.

20. The Developer hereby reserves an unlimited right to alter these restrictions when such action is deemed necessary for the further development of the subdivision or correct any errors or omissions.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 16th day of December 2009.

Thomas C. Beeler
Thomas C. Beeler

STATE OF TENNESSEE)
COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid personally appeared, **THOMAS C. BEELER**, to me known (or proved to me on the basis of satisfactory evidence) to be the person/persons described in and who executed the foregoing instrument and acknowledged, upon oath, that he/she/they executed the same as his/her/their free act and deed.

WITNESS my hand and seal at office in said County this 16th day of December 2009.

T. Gaile Caudle
Notary Public

My Commission Expires: 02-02-11



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