

Preliminary 9-17-04
Suble

**DECLARATION OF PROTECTIVE COVENANTS
For
GRAYSON RIDGE**

This declaration made and published as of the 8th day of September 2004 by Grayson Ridge LLC, hereinafter referred to as "Developer".

WITNESSETH:

Whereas, Developer is the owner of the real property known as Grayson Ridge Subdivision, a plat of which is recorded in the Registers Office of Bradley County, Tennessee, in Book 1462, Page 604, hereinafter referred to as "Subdivision".

Whereas, it is to the benefit and advantage of Developer and its successors in ownership of the Lots within the said Subdivision that these Protective Covenants regulating the use of such Lots be established, set forth and declared to be covenants running the land.

Now therefore, in consideration of said benefits, Developer does hereby proclaim, publish and declare that the following numbered Protective Covenants shall apply to all Lots of said Subdivision. Any party whom attempts to hold ownership from the Developer, hereinafter referred to as Grantee, will accept these Covenants. These shall become effective immediately, shall run with the land described in any deed, and shall be binding upon all persons claiming under Developer, its successors or assigns until terminated by operation of the law or as hereinafter provided.

ORGANIZATION:

1. **DESIGN REVIEW BOARD.** Developer shall appoint a Design Review Board, hereinafter referred to as "DRB", for the purpose of approving building plans, elevations, exterior materials and colors, construction specifications, site plans (showing proposed drainage) and landscape plans so as to protect property values in Grayson Ridge Subdivision. Any changes after approval must be resubmitted to the DRB.
2. **GRAYSON RIDGE HOMEOWNER'S ASSOCIATION.** Developer shall cause Grayson Ridge Homeowner's Association, hereinafter called GRHA, to be formed for the purpose of preserving and enhancing the general quality of the Subdivision. GRHA shall maintain and keep in good repair all common areas to include but not limited to street entrance, Subdivision sign, street lights, etc. and maintain all drainage areas originally maintained by the Developer.

3. PLAN APPROVAL. No dwelling, tool shed, storage building, fence, pool or other structure of any type shall be erected, placed, altered or permitted to remain on the Lot until all required plans have been approved in writing by the DRB. If the DRB fails to respond to such plans within 30 days after confirmation of receipt, such plans shall be deemed approved.

Plan approval shall not imply approval of engineering, structural design or quality of materials or workmanship. By approving plans, neither the Developer, the DRB, nor GRHA assumes liability or responsibility thereof, nor for any defect in any structure built according to such plans. Each Lot owner agrees to not take legal action against the above or their employees or agents to recover any damages or claims arising out of negligence which occurred after the approval of plans.

4. TRANSFER TO GRHA. Full control of GRHA shall be vested with the Lot owners upon the sale of all the lots. The Developer reserves the right to release control of GRHA to the Lot owners at an earlier time. Membership in the GRHA shall be required of each Lot owner who shall be granted one share in GRHA. Each share shall have one vote as to any official business. So long as Developer owns any Lots, Developer shall have one share per lot.

5. ASSESSMENTS. Each lot owner agrees to pay to GRHA all assessments for Common Areas maintenance and other official business expenses approved by the board of directors. All such assessments shall be a charge on the Lot and shall be a continuing lien upon the Lot which the GRHA shall be entitled to file a document evidencing such lien in the Register's Office of Bradley County, Tennessee. Such lien shall be superior to all other liens and encumbrances, except for liens for ad valorem taxes or any other deed of trust held by an institutional or governmental lender. After the recording of this Declaration, all other persons acquiring liens or encumbrances shall be inferior to future liens for assessments whether consent is specifically set forth in the instruments creating such liens or encumbrances.

Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the GRHA board of directors. Such assessments shall commence as to all Lots then existing and subject to this Declaration on the first day of the month following initial occupancy. (Updated 9-8-04 rate of \$25.00 month.)

Upon transfer for original occupancy, whether by sale or lease, each lot owner shall pay a \$100 initial fee to GRHA. This aggregated fund will be maintained in a separate account for any unforeseen expenditures. This initial fee will be transferable to the next owner should the Lot sale.

6. LAND USE. All Lots shall be used for single family residential purposes only. No more than one residence shall be permitted upon any one Lot. Manufactured homes, mobile homes, or modular homes are specifically excluded from this Subdivision. Each residence shall be built on site. There shall be no business, church, school, day care, kennel, or livestock of any kind located on any Lot nor shall any business be operated out of any residence. At no time shall any Lot be used in whole or in part as a street or right-of-way or for any utility easement connecting from any street within the Subdivision to any land outside the Subdivision except for the Developer.

7. CONSTRUCTION STANDARDS. The following are minimum construction requirements for each Lot owner:

- a.) All buildings shall be constructed of new materials, painted and maintained in good condition at all times.
- b.) The roof pitch of each structure shall be no less than 8/12. Architectural shingles shall be required on every roof.
- c.) All front and side foundations shall be covered with brick or stone.
- d.) No concrete block, painted or unpainted, shall be exposed.
- e.) Exterior material may include brick, stone, stucco, vinyl siding.
- f.) Front yards shall be sodded with fescue grass.
- g.) Removal of any live tree whose diameter is greater than six (6) inches at a point two (2) feet above the ground must be approved by the DRB. This provision shall not apply to trees within the house site.
- h.) Dwellings shall be set back according to the building codes of Bradley Co. and shall not be construed to permit an encroachment upon another lot.
- i.) Each single level residence shall have no less than 1,300 square feet of heated and cooled living area exclusive of porches, decks, breezeways, and garages. Each multi-level residence shall have no less than 800 square feet on the main level, and no less than 1,300 total square feet. Double garages attached are requested. No carports allowed.
- j.) Mailboxes should be brick or approved by the DRB.
- k.) Fences shall be decorative and restricted to the back yards of the residence. No chain link fences.

8. BUILDING TIME LIMITS. Within one (1) year after permit has been issued from Bradley County, but in no event, more than two (2) years from the date of Lot purchase, construction of the dwelling shall be complete and approved for occupancy.

9. NUISANCES. The following constitute a nuisance per se and are strictly prohibited from the Subdivision:

- a.) General offensive activity construed by perception of other homeowners.
- b.) Having or allowing abandoned cars, junk or other unsightly debris
- c.) Leaving motorcycles, cars, RV's, boats or trailers, vans and trucks on the street or curb whether disabled or otherwise
- d.) Failure to remove any building materials after 5 days of use
- e.) Failure to repair damaged property after five (5) months whereas such damage or destruction is visible from the street
- f.) Fence, shrubs, hedges that cause or create traffic or sight problems
- h.) Trash left outside other than on scheduled day of pick-up

10. MISCELLANEOUS.

- a.) Trampolines, swing sets, dog houses, and other recreational equipment or vehicles must be stored in back of home.
- b.) No above ground pools, window mounted A/C, or clotheslines allowed.
- c.) Any tanks for water or fuel or propane shall be visible from public street.
- d.) No TV antennas, radio antennas or satellite dishes over 24" in diameter shall be allowed.
- e.) No temporary structure such as camper or trailer shall not be used as a residence while building or otherwise.
- f.) Streets shown on the Plat are hereby dedicated to Bradley County for public use.
- g.) No signs shall be erected except the following without approval from the GRHA:
 - * One (1) professional lettered "For Sale" sign no more than three square feet.
 - * Professional security sign.
 - * Signs required by legal proceedings
 - * Signs erected by Developer or Builder during construction period only.

11. ANIMALS. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, except for dogs, cats or other usual and common household pets in reasonable number as determined by the GRHA; provided these pets do not endanger the health of neighbors or provide a nuisance to any other Lot owners.

LIABILITY

LIABILITY. If any person violates the Provisions outlined the GRHA shall have the right to enter upon any Lot in the Subdivision to abate or remove any structure, thing or condition which violates the Declaration. Unless emergency issues arise, the GRHA shall give the property owner a ten (10) day notice to comply. Any expenses, fees or attorney fees incurred by either party, shall rest with the violating Lot owner.

DEVELOPER'S RIGHTS

1. **EASEMENTS.** Easements are reserved by the Developer, its successors or assigns, for access to, installation and maintenance of utilities, drainage facilities, storm water, storm sewers and sanitary sewers as depicted in Recorded plat. Drainage flow shall not be obstructed nor diverted from drainage swales and/or storm sewers shown on the Plat.

2. **RIGHT TO AMEND.** At any time, the Developer reserves the right to amend the Plat of unsold Lots to accommodate site plan changes, utility changes or Lot size changes. Any divided or created Lot for the purpose of these restrictions shall be considered a separate Lot.

The Developer may amend this Declaration at any time if necessary to bring any provisions into compliance with the government compliances, title agency needs, or institutional or governmental mortgage needs.

3. **ANNEXATION.** The Developer reserves the right to annex land in addition to this Plat up to seven (7) years after conclusion of development as long as the existing Lot owner's rights are not adversely affected.

TERM

TERM. Upon recording this Declaration, the covenants and restrictions herein shall be binding upon which all parties claiming under them for a term of **twenty (20) years**, at which time said covenants shall be automatically extended for successive periods of ten (10) years each; unless two-thirds of the then Lot owners vote to change such covenants and restrictions. For the purpose of these changes, each Lot shall have one vote.

Prepared By: Darren Kennedy
PO Box 1051
Collegedale TN 37315

WITNESS my signature as Developer the 28 day of September, ²⁰⁰⁵ ~~2004~~.

Grayson Ridge LLC

By: Darren Kennedy
Darren Kennedy, Managing Member