

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR LAKE BREEZE**

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RETURN TO NORTHCASTE TITLE ESCROW, INC.

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**DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE BREEZE**

THIS DECLARATION is hereby made this 20<sup>th</sup> day of August, 2008 by SARATH GANGAVARAPU, a resident of Hamilton County, Tennessee (herein "Developer").

**WITNESSETH:**

WHEREAS, Developer, as owner of certain real property (the "Property"), as more particularly described in Exhibit "A" attached hereto, located in Hamilton County, Tennessee, desires to create thereon a development to be known as LAKE BREEZE (sometimes herein the "Development"); and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, and affirmative obligations, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof;

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, and affirmative obligations (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

**ARTICLE I**  
**DEFINITIONS**

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, and affirmative obligations set forth in this Declaration.

1.02 Declaration. "Declaration" shall mean this Declaration of Covenants and ~~Restrictions for Lake Breeze and any Supplemental Declaration filed pursuant to the terms~~ hereof.

1.03 Developer. "Developer" shall mean Sarath Gangavarapu, and his heirs, successors, and assigns.

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1.04 House. "House" shall mean any building situated upon a Lot designated and intended for use and occupancy by a single family.

1.05 Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached dwelling as shown upon any recorded final subdivision map of any part of the Property.

1.06 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee or holder of a security deed, its successors or assigns, unless and until such mortgagee or holder of a security deed has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the property until such payments are made although the purchaser is given the use of said property. The Developer may be an Owner.

1.07 Property. The "Property" shall mean and refer to the real property described in Section 2.01 hereof, and additions thereto, which is subjected to this Declaration or any Supplemental Declaration under the provisions hereof.

1.08 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.09 Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee.

## **ARTICLE II** **PROPERTY**

2.01 Property. The real property which is, and shall be held, transferred, sold, ~~conveyed, leased and occupied,~~ subject to these Covenants, is located in Hamilton County, Tennessee and is more particularly described in Exhibit "A" hereto and additions or amendments thereto.

2.02 Additions to Property. The Developer reserves the right to bring within the plan and operation of this Declaration additional properties beyond those described in Exhibit "A" so long as they are contiguous with then existing portions of the Development. For

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purposes of this section, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this section shall be made by filing a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the covenants and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth. The Supplemental Declaration may increase or decrease the minimum square footage requirements for Houses and may contain such other complementary additions and/or modifications of the Covenants contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in Section 2.01 above.

### ARTICLE III COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Covenants set forth in this Article III apply solely to the Property described in Exhibit "A", which Property is intended for use as single-family residential Lots only. These Covenants are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer.

3.02 Residential Use.

(a) All of the Lots in the Development shall be, and be known and described as, primarily residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.

(b) "Residential," refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.

(c) No Lot may be used as a means of service to business establishments on adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by Developer in writing.

~~3.03 No Multi-Family Residences, Business, Trucks. No House shall be~~  
designed, patterned, constructed or maintained for the use of more than one single family, and no House shall be used as a multiple family dwelling at any time, nor used solely or in substantial part for any commercial or business activity (provided, however, that home offices and home businesses shall be permitted so long as they do not increase traffic in the development and no exterior business signs are posted on any Lot); nor shall any Lot be used for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or

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tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots, except that vans and pickup trucks that are used for commercial purposes (including those with advertising or identification printed on them) shall be permitted.

3.04 Minimum Square Footage. No single-family detached House shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, carports, garages or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer shall be final. The minimum number of square feet required is as follows:

(i) A single-level House shall contain not less than 1,900 square feet; and

(ii) A multi-level House shall contain not less than 1,900 square feet, and the first floor of the House shall contain not less than 1,200 square feet.

3.05 Stories. No House shall exceed two-and-a-half (2 ½) stories in height (excluding basements).

3.06 Set-backs. No building shall be erected on any Lot nearer than (i) twenty-five (25) feet from any front Lot line; (ii) twenty-five (25) feet from any rear Lot line; nor (iii) ten (10) feet from any side Lot line. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer for a variance from such set-back requirements. If the Developer grants such petition, the Developer will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

3.07 Rearrangement of Lot Lines. Not more than one House shall be erected or maintained on any one Lot. With the written approval of the Developer, contiguous Lots may be combined if the Lots have the same Owner for the purpose of erecting an approved House thereon. Except as provided in Section 3.47, Lots may not be resubdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

~~3.08~~ Occupancy Before Completion. No structure on any Lot shall be occupied until a House and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction.



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### 3.09 Temporary Structures.

(a) No part of any Lot shall be used for residential purposes until a completed House, conforming fully to the provisions of these Restrictive Covenants, has been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot except during the period of construction. No House may be moved from another location to any Lot in this Development.

(b) Neither the foregoing nor any other section of this Declaration shall prevent the Developer or any builder approved by the Developer from constructing a House for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that House or other Houses within the Development, nor shall the foregoing or any other section of this Declaration prevent the Developer, at the sole discretion of the Developer, from designating a Lot or Lots from time to time for (i) the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or approved builders, or (ii) the storage of equipment and/or materials (which may be stored in a fenced area on such Lot or Lots) used in the construction of Houses by the Developer and/or approved builders.

3.10 Building Requirements. All buildings constructed on any Lot shall have full masonry foundations. All exposed concrete block or poured concrete foundations and retaining walls above grade level must be covered with brick, stone, or sto veneer to complement the house. Any other materials must be approved in writing by the Developer. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer may make exceptions as to the placement of such roof stacks and plumbing vents.

3.11 Frontal Appearance. All Houses shall have conventional and acceptable frontal appearance from the main street fronting said Lots.

3.12 Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. Permastone and asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick, stone, or sto veneer or other material acceptable to the Developer.

3.13 Exterior Siding. All exterior siding must be approved in writing by the Developer. All masonite siding must have laps no greater than eight inches.

3.14 Awnings and Window Shutters. Aluminum awnings are not permitted. Window shutters must be sized to match window openings.

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3.15 Roofs. Roof pitches must be a minimum of 6/12, unless otherwise approved by the Developer. All roofing shingles must be 25 year life "Atlas Chalet" shingles unless otherwise approved in writing by the Developer.

3.16 Chimneys. Chimneys on the front of Houses must be constructed of brick, sto or stone.

3.17 Garages. Each House shall have at least a double-car garage constructed at the same time as the House. Detached garages will be allowed only with written approval from the Developer. Garages may be in the basement of a House. No carports will be permitted.

3.18 Driveways. Each House constructed upon a Lot must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. All other hard surface materials must be approved by the Developer. Where a Lot borders on more than one street, the Lot shall be entered from the secondary street. It shall be obligatory upon all owners of Lots in the Development to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee.

3.19 Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

3.20 Mailboxes. Mailboxes must be of the type and color designated by the Developer for all Lots.

3.21 Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.22 Areas Containing Utilities and Services. Areas of Lots at which are located items such as air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance shall be screened from view to the extent reasonably possible by an artificial or natural barrier that is an integral part of the site development plan, using materials and colors that are harmonious with the House it serves.

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3.23 Landscaping. A landscape plan shall accompany every new House application to the Developer. Landscaping in accordance with the approved landscape plan must be substantially completed within one year after commencement of construction of the House. Shrubbery plantings adjacent to roadways and trails shall not impede the vision of vehicle operators.

3.24 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a House, within a screened area or buried underground. All garbage and trash containers must be placed in the rear or side yard.

3.25 No Detached Buildings. There shall be no detached garages, outbuildings or servants quarters, without the prior written consent of the Developer. No metal outbuildings shall be permitted.

3.26 Erosion Control During Construction. During the construction period of a House, the Lot Owner shall be responsible for ensuring that appropriate erosion control measures are utilized by the builder to avoid excessive runoff of soil from the Lot. The Lot Owner shall also be responsible for ensuring that soil, mud, gravel, vegetation and/or other materials that is eroded or tracked by vehicles from the Lot into the street is promptly cleaned up at all times during the construction period.

3.27 Rainwater Drainage. Each Lot must be landscaped so that rainwater will drain into the street adjoining the Lot or into a drainage easement that drains into a street. A Lot may not be landscaped so that rainwater runs into another Lot across an established drainage easement.

3.28 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or its duly appointed agent may enter upon any Lot on which a House has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents to mow, clear cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.

3.29 Lawn Care. All unimproved and improved Lots must be kept fully seeded with grass and regularly cut.

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3.30 Unightly Conditions. Each Lot in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, the Developer or its duly appointed agent may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbs of the streets.

3.31 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development.

3.32 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon the Developer establishing that the overall purpose of these Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.33 Maintenance. Each Lot Owner shall, at all times, maintain all structures located on such Lot, including driveways and permitted fences, in good repair, which shall include exterior painting of all wood areas as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

3.34 Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

3.35 Fences. No fences will be allowed on any Lot without the prior written consent of the Developer. ~~All proposed fences must be submitted to the Developer showing materials, design, height and location.~~ Chain link fences will not be permitted; provided, however, that the Developer may approve chain link fencing for dog runs. If a chain link fence for a dog run is approved, it must be either green or another color approved by the Developer.

3.36 Signs. One sign offering the Lot and/or House for sale may be placed upon a Lot. Such signs must be in a form approved by the Developer. No other signs shall be

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erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Developer.

3.37 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity".

3.38 Vehicle Parking. Cars owned by Lot Owners shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Vacation trailers, campers and boats must be stored and hidden from view.

3.39 Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer.

3.40 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any House or other structure on the Property or any Lot within the Development without the prior written consent of the Developer; provided, however, that a television dish antenna with a diameter of twenty-four (24) inches or less may be installed on the rear side of a House without prior written consent of the Developer. No radio signals, television signals, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lots. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

3.41 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Developer is obtained.

3.42 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

3.43 Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a House if such laundry is within the public view, or hang laundry in full

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public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.44 Renting or Leasing. No House may be rented or leased for period of time that is less than six (6) months.

3.45 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.46 Compliance With Laws. Each Lot Owner shall comply with all laws, regulations, and ordinances applicable to his or her Lot.

3.47 Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves the following rights, privileges and powers with regard to Lots owned by the Developer: to subdivide Lots, to combine Lots or parts of Lots and to rearrange boundaries of Lots.

3.48 Violations and Enforcement.

(a) In the event of the violation, or attempted violation, of any one or more of the provisions of these Covenants, the Developer or any Owner(s) of any of the Lots to which provisions of these Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer. Further, the Developer may grant variances of the restrictions set forth in these Covenants if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby.

(b) By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provisions of these Covenants or to prosecute any violation thereof. The Developer shall not be responsible or liable for any violation of these Covenants by any person other than itself.

**ARTICLE IV**  
**ARCHITECTURAL CONTROL**

4.01 Architectural and Design Review.

(a) In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and

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preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer shall create a body of rules and regulations covering details of dwelling placements, which shall be available for all Owners or prospective Owners of Lots.

(b) The Developer shall have sole architectural and design reviewing authority for the Development.

(c) No House, other building, fence, exterior lighting, wall, swimming pool, children's play area, decorative appurtenance, or structure of any type shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such House, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer for approval at least twenty (20) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer shall be subject to prior approval of the Developer as provided in the preceding sentence. The Developer shall give written approval or disapproval of the plans within twenty (20) days of submission. However, if written approval or disapproval is not given within twenty (20) days of submission, the plans shall be deemed to have been approved. Developer may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer. In the event of the completion of any House on any Lot without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, the said House shall be conclusively presumed to have had such approval.

(d) The Developer shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer and shall initially be set at one dollar (\$1.00).

(e) The architectural and design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation which could cause disruption of natural water courses, ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and ensuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

**4.02 Approval Standards.** Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Covenants of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Developer is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and

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specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 Exterior Completion. The exterior of all Houses and other construction (including landscaping) must be completed within twelve (12) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities.

4.04 Licensing. All contractors, landscape architects and others performing work on any Lot must be duly licensed by the State of Tennessee to do such work.

#### ARTICLE V GENERAL PROVISIONS

5.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Owners, their respective legal representatives, heirs, successors and assigns, in perpetuity.

5.02 Amendments. This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the Developer has sold any Lots. Thereafter, this Declaration may be amended by the affirmative signed and notarized consent of the Lot Owners owning not less than eighty percent (80%) of all Lots in the Development; provided, however, that so long as the Developer owns any Lot in the Development, no amendment shall be effective unless approved by the Developer. An amendment that has been approved in accordance with the foregoing shall become effective upon its recording with the Recorder.

5.03 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

5.04 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

5.05 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.



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5.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

5.07 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

5.08 Effective Date. This Declaration shall become effective upon its recording in the office of the Register of Hamilton County, Tennessee.

IN WITNESS WHEREOF, the Developer has executed this Declaration to be effective as of the date first above written.

**DEVELOPER:  
SARATH GANGAVARAPU**

*Sarath Gangavarapu*  
\_\_\_\_\_  
Sarath Gangavarapu

STATE OF TENNESSEE )

COUNTY OF HAMILTON )

Before me, the undersigned authority, a Notary Public of the state and county mentioned, personally appeared **Sarath Gangavarapu**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 20<sup>th</sup> day of August, 2008.

*Danielle Carney*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 8-17-11

