

DECLARATION OF COVENANTS AND RESTRICTIONS

GRASSLAND PLACE

WHEREAS, Tollett Development and Building Co., a Tennessee corporation, is the owner and developer of a subdivision called "Grassland Place", which subdivision is fully described by Plat of record in the Register's Office of Cumberland County, Tennessee in Plat Book 9, page 232, and which Plat reference is hereby made; and,

WHEREAS, for the benefit and protection of the future and present owners of tracts or parcels of property in said subdivision, and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be a matter of public record, and all lots hereafter held, owned, and conveyed in said subdivision shall be conveyed subject to these recorded covenants and restrictions.

NOW, THEREFORE, for and in consideration of the above premises, TOLLETT DEVELOPMENT AND BUILDING CO., a Tennessee corporation, imposes upon the subdivision known as "Grassland Place", the following covenants and restrictions, all of which shall be deemed covenants running with the land:

1. The tracts in said subdivision shall be used exclusively for single-family residential purposes.
2. Any tract may be resubdivided to form a smaller tract as long as each resubdivided tract is 1.0 acre or more in size. In addition, tracts may be resubdivided to form larger tracts and in the event of such resubdivision, the reservation of utility easements as hereinafter set out, shall be relocated to follow the boundary lines of such larger tracts as may be resubdivided.
3. The system used to dispose of sewage and effluent from the dwelling structure constructed on each tract shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department. No

outside toilets shall be allowed on any tract in the subdivision, and all sanitarian arrangements must be inspected and approved by the local State Health Officer.

4. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and provided further, that they are kept up in such a way as to not violate any law or local ordinance.

5. No obnoxious or offensive activity of any kind shall be carried out on any tract, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

6. No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to, junk vehicles of any sort and household waste, which shall be kept in sanitary containers. All such containers or other similar equipment for the storage or disposal of garbage or waste material shall be kept in a clean and sanitary condition and shall be concealed from public view from the roads in the subdivision.

7. No structure shall be erected, altered, placed, or permitted to remain on any of the tracts in the subdivision as originally subdivided, or as allowed to be resubdivided in accordance with Paragraph No. 2 above, other than one single-family dwelling, and one detached outbuilding, the architectural design of which shall be compatible with the single-family dwelling. Personal and non-commercial recreational amenities, such as tennis courts, swimming pool, horseriding ring, etc., may be constructed.

8. Each dwelling unit shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. Each dwelling shall have a minimum front set back of thirty-five (35) feet in depth from the front property line. Any exposed block foundation shall be faced with brick, stone, or stucco and any building erected shall have a solid foundation.

9. Following the commencement of construction of the dwelling structure on the tract, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction. The interior of the structure being constructed on any tract shall be completely finished within twelve (12) from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

10. Each dwelling constructed on any tract shall have a minimum of 1,250 square feet of heated floor space, exclusive of porches, carports, breezeways, and attached garages.

11. No temporary buildings of any type or nature shall be maintained on any tract. No trailer, mobile home, or any other type of movable homes, basement, tents, or garage shall be at any time used as a residence on any tract.

12. No commercial activity of any kind can be carried on any of the tracts, and no signs of any kind may be erected on any tract, except:

- (a) Signs erected for identification of streets, traffic control, and direction purposes; and,
- (b) Signs of a temporary nature advertising the tract for sale or lease, and temporary construction signs, which signs shall not exceed five (5) square feet in area.

13. Easements are reserved and established for the installation, construction and maintenance of utilities fifteen (15) feet in width along the road frontage of each tract, and ten (10) feet in width on the side and rear lines of each tract. In the event any tract is resubdivided to form a larger lot, or smaller lot, in accordance with the provisions of Paragraph No. 2 above, the utility easements reserved along the original lot lines that are being changed or relocated as a result of the resubdivision will automatically be extinguished and new utility easements established along the newly established dividing or side lines, ten (10) feet in width on either side of same; provided, however, that no utility

installation has been made along the original lot line(s) being relocated as a result of the resubdivision.

14. The owner and developer, for itself, its successors and assigns, shall, at its sole option, have the right to reserve all or any part of any tract or any other property in the development for purposes of a right-of-way to adjoining or contiguous properties. No property and no rights-of-way shall be so used without the written consent of owner and developer, or its successors and assigns. No other purchaser or owner shall have the right to use any property, and no other tract or property, shall be used for purposes of ingress or egress to adjoining and contiguous properties. Such use of any property without the written consent of the owner and developer, or its successors and assigns, shall be a violation of these covenants.

15. Within the subdivision is a lake called "Grassland Lake". A non-exclusive easement is granted to all of the owners of any tracts within Grassland Place to use said lake for recreational purposes. Said lake shall not be altered, change or lowered and same may not be drained or partially drained for any reason without the consent of the Association of Property Owners having ownership and control of said lake as hereinafter set out.

16. No motor driven boats will be operated or permitted to be operated on Grassland Lake at any time. However, electric trolling motors may be allowed.

17. It is the intent of owner and developer to convey Grassland Lake to an Association of Property Owners, which Association shall be responsible for the ownership and maintenance of Grassland Lake, and assuring the right of every member of the Association to use the lake for recreational purposes. Said Association may adopt such rules and regulations as may be necessary to carry out its purposes. Said Association shall be run by a Board of Directors consisting of not less than three (3) persons elected by the members of the Association, and the Association may establish a membership dues structure whereby such dues are used to carry out the annual maintenance of said lake. In such event, no owner of any tract in the subdivision may disavow membership in the Association, but each owner of a tract shall be responsible for paying

his/her/their membership dues on an annual basis, whether such owner(s) intends to use the lake or not.

18. No condition within the subdivision will be permitted to exist or continue to exist which will cause erosion and the silt therefrom to enter into Grassland Lake.

19. Invalidity of any of these covenants or restrictions by the judgment of a Court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

20. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchasers of all tracts within the subdivision and their respective heirs, assigns, successors and personal representatives, and any future owners of any interest in said tracts, and if said owner or owners of any of them, their respective heirs, assigns, successors and personal representatives, shall violate, or attempt to violate, the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any tract of property in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such covenant or restriction, and either to prevent such person or persons from committing an act of violation, or to recover damages for such violation.

21. Any or all of these covenants and restrictions may be changed, altered, eliminated, voided, or rendered in effective by the written consent of all of the record owners of the property in the subdivision.

IN WITNESS WHEREOF, this Declaration has been duly executed by the owner and developer of Grassland Place on this the 10<sup>th</sup> day of October, 1988.

TOLLETT DEVELOPMENT AND BUILDING  
CO.

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BY

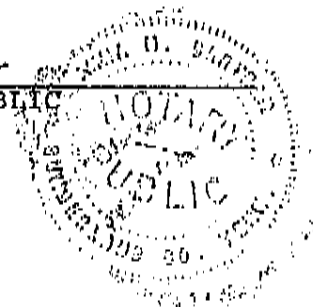
*Sharon Tollett*  
SHARON TOLLETT, PRESIDENT

State of Tennessee )  
County of Cumberland )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Sharon Tollett, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President of Tollett Development and Building Co., a corporation, and that she as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as such officer.

WITNESS my hand and seal of office on this 10<sup>th</sup> day of October, 1988.

*[Signature]*  
NOTARY PUBLIC



My commission expires: 6/21/91

STATE OF TENNESSEE, CUMBERLAND COUNTY

The foregoing instrument & certificate were noted in Note Book 2 Page 397 At 11:02 O'clock A M. Dec. 20 1988  
and recorded in Deed Book 370 Page 474 State Tax Paid \$          Recording Fee 24.00 Total \$ 24.00  
Witness My Hand. 3175  
Receipt No.           
*[Signature]* Registrar

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