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**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GRAY EAGLE SPRINGS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR GRAY EAGLE SPRINGS SUBDIVISION is made and entered into as of the _____ of _____, 2015, by and among the persons executing this instrument who constitute all of the record owners of the property commonly known as the Gray Eagle Springs Subdivision, which property is more particularly shown on that certain Plat of Subdivision entitled “Final Plat for Gray Eagle Springs Subdivision” of record as Instrument No. 200511220045763 (the “Plat”) in the Register of Deeds Office for Knox County, Tennessee (the “Property”).

W I T N E S S E T H:

WHEREAS, a DECLARATION OF COVENANTS AND RESTRICTIONS GRAY EAGLE SPRINGS SUBDIVISION was recorded in the Register’s Office for Knox County, Tennessee, on April 7, 2006 as Instrument No. 200604070084182 (the “Initial Declaration”) to provide for the uniform and harmonious development of a residential community to be located on the Property and to be known as the “Gray Eagle Springs Subdivision”, which Initial Declaration was filed by Gray Eagle Springs Subdivision, a Tennessee general partnership (“Partnership”) as the “Developer” for the purposes of the Declaration; and

WHEREAS, the Initial Declaration was amended by that certain FIRST AMENDMENT TO THE RESTRICTIONS OF GRAY EAGLE SPRINGS SUBDIVISION recorded as Instrument No. 200610100031372 in the aforesaid Register’s Office (the “Amendment”) (hereinafter, the Initial Declaration and the Amendment shall be collectively referred to as the “Declaration”); and

WHEREAS, the Partnership has abandoned the Property and is no longer fulfilling the functions of the Developer under the Declaration; and

WHEREAS, the parties executing this instrument, as the owners of all of the subdivided lots within the Property desire to further provide for the preservation of the values and amenities in their residential community and, in furtherance of that objective and for their mutual benefit, desire to amend and restate the Declaration in the manner more fully set forth below; and

WHEREAS, Gray Eagle Springs Homeowners Association, Incorporated (the “Association”) has been created as a Tennessee Mutual Benefit Corporation to serve as the “Association” under the Declaration, the parties executing this instrument have been acting as the members of the Association and desire to ensure that it has the rights, privileges and duties in respect of the Property as more particularly set forth below and can properly function as a homeowners association for all of their benefit and aid in the preservation and operation of the Property;

NOW, THEREFORE, in consideration of the above, the mutual covenants and agreements set forth below, and to ensure that the Property is held, transferred, sold, conveyed and occupied subject to the covenants and restrictions more fully set forth below, the parties executing this instrument hereby amend and restate the Declaration in its entirety as more fully set forth below and, as a result, the Declaration is hereby amended and restated in its entirety, to hereafter read as follows:

ARTICLE I DEFINITIONS

The following words when used in this instrument (unless the context shall prohibit) shall have the following meanings:

- (a) **"Declaration"** shall mean and refer to this instrument as extended or supplemented from time to time in the manner herein provided.
- (b) **"Association"** shall mean and refer to the Gray Eagle Springs Homeowner's Association, Incorporated.
- (c) **"The Property"** shall mean and refer to all of the real property subject to and shown on the Plat, together with any additions or supplements thereto expressly made subject to this Declaration by subsequent recorded instrument as permitted hereby.
- (d) **"Lot"** shall mean and refer to any plot of land shown upon the Plat, or any amendment, replacement or supplement thereto as permitted hereby, to which a number has been assigned.
- (e) **"Unimproved Lot"** shall mean and refer to any Lot while in a vacant, unimproved condition. Once a permanent residential structure has been completed on a previously Unimproved Lot, such Unimproved Lot shall lose such status and be and become a "Lot" like any other.
- (f) **"Owner"** shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of a mortgage or deed of trust, shall not mean or refer to the mortgagee or beneficiary thereunder unless and until such mortgagee or beneficiary has acquired title to the subject Lot pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (g) **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (h) **"Utility Easement"** shall mean and refer to those areas of land designated for such purposes on the Plat or any other recorded subdivision plat of the Property from time to time or as may otherwise be provided for, in or by this Declaration, any Supplemental Declaration or the Association Bylaws.
- (i) **"Traditional Architecture"** as used herein shall be defined as residential architecture categorized as Williamsburg, Cape Cod, American Colonial, Georgian, French Provincial, English Tudor, and all other so-called "traditional" single family residential architecture common in the United States.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property. The Property (i.e., all real property shown on the Plat) shall be held, transferred, sold, conveyed, improved and occupied in accordance with and pursuant to the terms, provisions, covenants, restrictions, conditions and easements set forth in this Declaration, all of which shall run with the land and be binding upon all persons now or at any time hereafter acquiring title to a Lot or any other portion of the Property. By accepting a deed thereto, every person or persons subsequently acquiring title to any Lot or any other portion of the Property shall be conclusively

presumed to have agreed to be, and shall be, bound by all of the terms, provisions, covenants, restrictions, conditions and easements set forth in this Declaration.

Section 2. Annexation. Subject to approval by the members in the manner more fully set forth below, additional adjacent land may be subjected to the terms and provisions of this Declaration by a written instrument so stating such subjection, which instrument must be placed of record in the Register's Office for Knox County, Tennessee. No lot, nor any owner of any lot, in any such adjoining property made subject to this Declaration shall have any rights, voting privileges, powers, or obligations different from any Owner of any Lot. No additional voting or membership classes shall be established in connection with any such annexation.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a mandatory member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to this declaration and shall pass automatically to an owner's successor in title to the Lot. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a Lot.

Section 2. Voting Rights. The Association shall have ONE class of voting membership: The members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine. The members shall notify the Association in writing as to who shall cast the vote for the Lot they own when there is more than one member for a lot. In no event shall more than one vote be cast with respect to any such Lot. The Board of Directors may suspend the voting rights of a member for failure to pay any homeowner fees, assessments or charges lawfully imposed upon the member or the member's Lot.

Section 3. Board of Directors. The Association shall be governed by a Board of Directors, to be elected annually by the membership, as provided in the Association By-Laws.

Section 4. Employment by Board of Directors. The Association, acting by and through its Board of Directors, shall have the right to engage and employ such individuals, corporations, or professional managers for the purpose of managing and maintaining property for which the Association is responsible and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

Section 5. By-Laws. The Board of Directors shall establish and/or maintain By-Laws to govern the Association and its members, which By-Laws may be amended from time to time by the Board of Directors of the Association, as the need arises. The Association shall make copies of the By-Laws available to the members and may record the same from time to time for notice purposes.

ARTICLE IV PROPERTY RIGHTS

Section 1. Members Easements of Enjoyment. Every member shall have an easement and right of enjoyment in and to all easement areas shown on the Plat, as amended or supplemented from time to

time. In particular, but not by way of limitation, all members shall have easements and rights of enjoyment on and over the road right-of-ways shown on the Plat (i.e., Gray Eagle Lane and Eagle Spring Lane – collectively, the “Roadways”). It is understood and agreed that the Roadways shall be turned over to Knox County to be and become public roads maintained by the County as soon as reasonably practical. It is further understood and agreed that any and all drainage easements and other easements may be dedicated to applicable public agencies, authorities or utilities upon approval by the affirmative vote of two-thirds (2/3) of the members entitled to vote at such time. The Association may enact rules and regulations relating to the use and operation of the various easement areas shown on the Plat. It is not anticipated that the Association shall own any real property, although the Association is empowered to do so upon the approval of the affirmative vote of two-thirds (2/3) of the members entitled to vote at such time.

Section 2. Association Maintenance. It is understood that the following facilities exist within the Property and are to be maintained by the Association: street-lighting; the brick and granite entry sign for the subdivision and lighting associated therewith; the sprinkler system serving the entrance to the Property. In addition, the Association shall maintain all drainage pipes as well as all drainage mechanisms located in any detention basin shown on the Plat to maintain the proper functioning thereof for the benefit of all members. Notwithstanding the foregoing, however, mowing and landscape maintenance of detention basin areas shall be the responsibility of the owners upon whose Lots such detention basins are located. The aforesaid facilities to be maintained by the Association shall be referred to in this Declaration as the “Capital Equipment”.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

- (a) Annual assessments or charges to cover the cost of the Association’s maintenance of the Capital Equipment and the Association’s other activities and functions authorized by this Declaration and/or for the other purposes set forth in Section 2 below.
- (b) Special assessments for capital improvements, replacements to Capital Equipment or such additional matters as may be appropriate for the benefit of the Owners, such assessments to be fixed, established, and collected from time to time as hereinafter provided.
- (c) Individual special assessments levied to recover costs incurred by the Association due to a failure of a Lot Owner to comply with any of the various covenants and restrictions herein.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and the cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and other occupants in the Property and in particular, but not by way of limitation, for the improvements and maintenance of Capital Equipment, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Members, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of labor, equipment, materials, management and supervision thereof, establishment and maintenance of a reasonable reserve fund or

funds, and the payment of all other common expenses deemed appropriate by the Association from time to time.

Section 3. Basic and Maximum of Annual Assessments. The initial assessment shall be One Hundred Twenty Five and No/100 (\$125.00) Dollars per Lot, per year. The Association Bylaws may provide an alternate, reduced annual assessment rate for Unimproved Lots. The annual assessment may be adjusted by vote of the Members, as hereinafter provided.

Section 4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy, in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or unexpected repair or replacement, of a described Capital Equipment item or other common improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) calendar days in advance and shall set forth the purpose of the meeting.

Additionally, individual special property assessments may be levied to recover costs incurred by the Association associated with a failure of the Lot Owner to comply with any of the various covenants and restrictions herein.

Section 5. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any period provided that any such change shall have the assent of a majority of the votes of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The Quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast fifty (50) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the previous meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the date of the immediately preceding called meeting.

Section 7. Date of Commencement of Annual Assessments. Annual and Special Assessments shall be and become due and payable on the date(s) established by the Association. Reduced Annual Assessments for Unimproved Lots, if authorized in the Association Bylaws as described in Section 3 above, shall expire and full rate assessment (pro-rated) becomes due and payable on the earlier to occur of: (i) the first day of the month following the closing date for the first sale of a permanent home structure erected upon said Lot or (ii) the first day of the month following the date of first occupancy of any permanent home structure erected upon said Lot. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. Assessments not paid within ten (10) days from the due date thereof shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the applicable Lot which shall bind such Lot

in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in the title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of twenty (20.0%) per cent per annum, or the maximum rate permitted to be charged in the State of Tennessee (whichever is lower) and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the applicable Lot, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

Section 9. Subordination of the Lien to the Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VI TERM

These covenants are to take effect immediately, and shall be binding on all parties and all persons claiming under them until December 31, 2032, after which time said covenants shall be automatically extended for successive periods of ten years each, unless an instrument signed by the then Owners of at least two-thirds (2/3) of the Lots has been recorded agreeing to terminate these covenants as of any date specified therein.

ARTICLE VII ENFORCEMENT

The Association and/or any member/Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any of these covenants or restrictions, to restrain violations, to require specific performance and/or to recover damages and to enforce any lien created by these covenants. The failure by the Association or any member to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association or any such Owner as provided for herein, including but not limited to all reasonable attorneys' fees and disbursements incurred in connection therewith, shall be chargeable to and payable by the Owner of the Lot violating these covenants and restrictions and such expenses shall also constitute a lien on said Lot, collectible in the same manner as assessments hereunder.

ARTICLE VIII SEVERABILITY

Invalidation of any one of the articles 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. It is the intent of the parties that these covenants shall serve to modify all previously recorded covenants as set forth herein. Should these covenants be declared by a Court of competent jurisdiction to be invalid in whole or in part, then

that portion of the prior restriction modified or replaced by the invalid provision shall be reinstated as if it had been automatically extended.

ARTICLE IX REQUIREMENT FOR APPROVAL

Section 1. Plans. For the purpose of further ensuring the development of the Property as a residential area of the highest quality and standards, and in order that all improvements on each building Lot shall present an attractive and pleasing appearance from all sides and from all points of view, any building, structure, improvement, or significant alteration thereof, or any other construction of or upon any of the Lots must be approved in writing by the Association prior to commencement of the project. No residence or other building, no fence, wall, utilities, driveway, swimming pool or other structure or improvement, whether attached to or detached from the main residence or that, in the Association's judgment, materially changes the visual aesthetics of the specific Lot or the neighborhood generally, shall be commenced, placed or erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the Lot and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Association shall reasonably require, commensurate with the scope and scale of the proposed project, including, if so required, changes to topography by grading of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to, and approved by, the Association and until a copy of all such plans and specifications, as finally so approved, have been lodged with the Association. Further, such plans must be left with the Association during the period of construction after approval. The Association may only approve plans and specifications for structures which comply with the various requirements set forth in this Declaration.

Section 2. Authority. The Association, acting by and through its Board of Directors, reserves the absolute and exclusive right, subject to the appeal process described herein, to refuse approval of any such building plans and specifications and changes to topography by grading of the Lot which are not suitable or desirable, in its opinion, for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications including changes to topography by grading of the Lot, the Association may take into consideration the suitability and desirability of the proposed construction and of the materials proposed to be placed on the Lot, the quality of the proposed workmanship and materials, and the harmony of the external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. The Association shall, however, act fairly and impartially in making its determinations.

Section 3. Appeal. In the event of rejection of plans and/or specifications and/or changes to topography submitted under this Article, the property owner/applicant will be provided with a written notice of non-approval detailing the reasons for said non-approval. Any party hereto may appeal such decision to the Association by submission, in writing, of a Notice of Appeal. The appeal must provide a detailed description of the reasons why the applicable rejection should be reversed or modified. The Association will review such appeals and render a final decision within ten (10) days of receipt of the appeal. Decisions of the Association are final and binding upon all parties.

Section 4. Failure to Respond. The Association shall have forty-five (45) days following its receipt of submitted plans and specifications to render its decision concerning the same. In the event the Association has not rendered its decision within such forty-five (45) day period, then it shall be conclusively presumed that such plans and specifications have been approved.

Section 5. Additional Requirements. The Association may, from time to time, promulgate rules and regulations concerning any aspect of buildings or other improvements to be erected, placed, altered, or permitted to remain on any Lot of the subdivision, in order to promote and maintain an aesthetically pleasant environment, and to protect the general health, welfare, and safety of the residents. Such rules and regulations, once so promulgated, must be complied with.

Section 6. Waiver. In the event that a violation of any requirement contained in this Declaration or of any requirement promulgated by the Association shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of such requirements, the Board of Directors shall have the right and authority to waive such violation.

Section 7. Compliance with Approved Plans and Specifications. All buildings, structures, improvements, construction, alterations, fences, walls, utilities, driveways, swimming pools, grading and/or other improvements shall be constructed only in strict compliance with the approved plans and specifications therefor. Any deviation from such compliance with approved plans and specifications shall be deemed a violation of these covenants and any construction or other activity not in compliance with the approved plans and specifications may be enjoined, without the necessity of posting bond, and without liability on the part of the Association. Any nonconforming structure or improvement may be required to be demolished or otherwise removed from the applicable Lot. Prior to any such demolition, the offending party shall be given notice of the violation and a thirty (30) day period in which to cure the same. Enforcement action may be undertaken in the event cure of the violation is not effected within such thirty (30) day period. All costs incurred by the Association in enforcing these provisions, obtaining any injunction, or effecting the demolition of any structure, including but not limited to attorneys' fees and disbursements incurred in connection therewith, shall be paid by the violating party. Furthermore, once construction of any dwelling, or any approved repair of any dwelling, is commenced, the same must be prosecuted to completion continuously and diligently. In any event, such construction or repair must be completed within nine (9) months of commencement.

ARTICLE X GRAY EAGLE SPRINGS ADVISORY COMMITTEE

Section 1. Purpose. The Board of Directors of the Association shall have the authority to establish a Gray Eagle Springs Advisory Committee (the "Advisory Committee") to serve in an advisory capacity and, if designated to do so by the Board of Directors, shall conduct an objective, detailed review of plans and specifications submitted to the Association for approval pursuant to Article IX and shall advise the Association of its recommendation for approval or disapproval. The Board of Directors shall have the authority to delegate to the Advisory Committee such of the Association's rights and duties set forth in Article IX as the Board of Directors shall determine appropriate, but the Board of Directors shall have no obligation to do so.

Section 2. Membership. There shall be no fewer than three (3) nor more than six (6) members of the Advisory Committee. The Vice President of the Association shall be a member of the Advisory Committee and shall serve as its chair. Members of the Advisory Committee shall be members of the Association.

Section 3. Compensation. Neither the members of the Advisory Committee nor any designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**ARTICLE XI
LAND USE AND BUILDING TYPE**

All the Lots in the Subdivision shall be known and designated as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the residential Lots other than one detached single-family dwelling, not to exceed two and one half stories in height, including an attached 2-car or 3-car private garage. All residential structures shall be of Traditional Architecture type.

**ARTICLE XII
BUILDING LOCATION**

All buildings and structures shall meet the setback line requirements set forth on the Plat and must otherwise be in compliance with all zoning regulations applicable to the Property.

**ARTICLE XIII
DIVISION OF LOTS**

Not more than one dwelling house may be erected on any one Lot, as shown on the Plat and no Lot shown on said Plat may be subdivided or reduced in size by any method, voluntary alienation, partition, judicial sale, or other process of any kind, except with the approval of the Association and for the explicit purpose of increasing the size of another lot.

**ARTICLE XIV
DWELLING SIZE AND OTHER BUILDING REQUIREMENTS**

Section 1. Dwelling Size. No dwelling shall be erected, placed, altered, or permitted to remain on any Lot unless the ground floor living area of which shall contain at least 1800 square feet in the case of a one-story dwelling, 1150 square feet on the first floor of a two story dwelling (together with at least 900 square feet in the second floor); and in the case of a split-level dwelling the same must contain a total of 1800 combined square feet on the main floor level with the non-overlapped portion of the second floor level. Any otherwise permitted dwelling may contain a basement level, but the square footage of space in the basement level shall not count toward satisfying the above requirements, whether finished or not. All roofs shall have a minimum pitch of 8 and 12 (8/12) unless waived in writing by the Association. Basements, open porches or garages shall not be considered when computing the square footage of living area to satisfy dwelling size requirements.

Section 2. Materials. All exterior wall construction, with the exception of trim, shall be brick, stone or of a comparable material which conforms to the existing construction in the subdivision. All exterior foundation walls shall be veneered similarly with brick or stone.

Section 3. Outbuildings. No outbuildings such as pool houses, carports or detached garages shall be built unless approved by the Association. Any such outbuildings shall be in substantial conformity with the architectural design used for the main dwelling.

Section 4. Swimming Pools. Construction of an above ground swimming pool is prohibited on any and all Lots in the subdivision. In ground pools must be installed behind the rear-most point of the home, and must meet all applicable codes for safety. Pools shall have attractive fencing around the pool or around the entire rear yard. All pool and fence construction plans and specifications must have received Association approval in order to be built.

ARTICLE XV
SIGHT LINES; MISCELLANEOUS RESTRICTIONS; BUILDER RIGHTS

Section 1. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner within the triangular area formed by the street property line and the line connecting them at points 25 feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. A single exception is made for the erection of a structure, using materials comparable to the dwelling, containing the mailbox for the Lot.

Section 2. Miscellaneous Restrictions. No fences or walls shall be erected, placed or altered on any Lot without the prior approval of the Association. Additionally, the following specific restrictions apply:

- (a) Chain link fences are prohibited.
- (b) No aerials or antennae, whether for radio, television or otherwise, and no other exterior electric or electronic equipment of any kind shall be installed or maintained on the exterior of any structure, or on any portion of any Lot or other portion of the Property, without the prior written approval of the Association. The requirement is that any approved aerials or antennae for radio or television reception, including satellite dishes, be installed in a location that is not visible, or at most, minimally visible (as necessary to achieve reception) from the street.
- (c) All air conditioners and garbage cans shall be concealed from view by appropriate screening. Constructed screening (not shrubbery) must have the prior approval of the Association.
- (d) Any outside, permanent or semi-permanent, detached pole for lighting, flags, etc. and any similarly detached structures, decorative in nature, require prior approval of the Association.
- (e) Wood, vinyl, aluminum, stucco and Hardy Plank are not permitted for use as siding material on any significant portion of an exterior wall or foundation. With the exception of stucco, these materials may be used as trim elements or in minimal areas that present unusual structural challenges to the use of brick or stone, such as small, false dormers, but only with the explicit approval of the Association. In no case shall vinyl siding be used as the finish material for any main exterior façade that is readily visible from a street perspective.
- (f) All roofing, initial and replacement, shall be completed using architectural asphalt shingles. Color selection in new construction and color changes in a replacement roof must compliment the main dwelling color scheme and are subject to approval by the Association.
- (g) All Lots shall have a similar size and style structure that houses the US Postal Service mailbox. The material used to construct the mailbox shall compliment the materials used on the significant portion of the dwelling on the associated Lot.
- (h) No commercial vehicles, motor homes, campers, mobile homes, horse trailers, boat trailers or trailers of any other description shall be permitted to be parked or remain visible beyond the front façade of the dwelling on any Lot, except that customary construction vehicles and equipment and a temporary construction office may be on a Lot during the period of approved construction. The prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles for delivery and other commercial services. Additionally, temporary parking of fifteen days or less is authorized for campers or motor homes belonging to visiting friends or family of any Owner.
- (i) Solar panels may not be installed on any roof surface that directly faces the street, or on any perpendicular roof surface that is visible from the street except as approved by the Association as provided for in Article IX. Freestanding solar panel installations on any lot

shall be placed no closer to the street than the rear-most point of the dwelling, and shall be screened from view from the street.

**ARTICLE XVI
EXISTING STRUCTURES**

It is recognized that as of the date of the recordation of this instrument outbuilding structures are located on Lots sixteen, seventeen and twenty-three of the Plat which were not approved in accordance with Articles IX and X and may not meet the construction specifications detailed in Section 3 of Article XIV herein. Nevertheless, such structures need not be removed or altered and shall be considered to be approved structures at this time. However, any and all future or subsequent modifications or additions to such structures desired by the then Owners of said Lots shall be governed by the requirements described in Articles IX through XV and any future requirements promulgated by the Association and must comply therewith.

**ARTICLE XVII
NUISANCES**

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

**ARTICLE XVIII
TEMPORARY STRUCTURES**

No trailer, basement, tent, shack, garage, barn or other outbuildings 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.

**ARTICLE XIX
EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Plat. No additional easements, right-of-way or rights of access shall be deemed granted or in any way given to any person through any Lot in this Property unless permission is given in writing by the applicable Lot owner and the Association.

**ARTICLE XX
COMMISSION OF WASTE AND UNSIGHTLINESS**

At no time shall any Lot or parcel be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Lot more than a reasonable time for the construction in which they are to be used. No person shall place on any Lot in the Property refuse, stumps, rock, concrete blocks, dirt or building materials or other undesirable materials. Any person doing so shall be notified by the Association to correct said condition within five days, and if the same is not done, such person shall pay any Association costs for removal and be subject to injunctive process.

**ARTICLE XXI
SIGNS**

Section 1. Homeowners. No sign of any kind shall be displayed to the public view on any Lot except as follows:

- (a) One sign of not more than five square feet advertising the property for sale.
- (b) One sign of not more than two square feet depicting employment of a security system/service.

Section 2. Builders. A licensed building contractor may display one sign of not more than five square feet advertising the property for sale during the construction and sales period on the Lot owned by the contractor upon which such construction is occurring. Additionally, in the promotion of the Property and the sale of lots, an additional, single sign of not more than five square feet may be erected near the subdivision entrance by a licensed building contractor during the construction and sale period for a residence being constructed on a Lot owned by such contractor.

**ARTICLE XXII
LIVESTOCK AND POULTRY**

No animals, livestock, poultry or fowl of any kind shall be raised, bred, or kept on any Lot, except household pets such as dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance.

**ARTICLE XXIII
GARBAGE AND REFUSE DISPOSAL**

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 covered containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition.

**ARTICLE XXIV
RESIDENCE AND LOT MAINTENANCE**

The owner of each Lot, whether such Lot is improved or unimproved, shall keep such Lot free of tall grass, undergrowth, dead trees, dangerous dead tree limbs and shall maintain said Lot in a neat and attractive appearance, consistent with the prevailing seasonal conditions, at all times. Any Association member noting a property in violation of this article may notify any member of the Board of Directors. Upon such referral, the Board of Directors will contact the Lot Owner to determine if there are extenuating circumstances associated with the property status and to request correction of the condition within ten (10) days. Failure to correct the situation or in the event of continued neglect, will permit the Board of Directors to arrange/contract for correction of the discrepant condition and the offending Owner shall be individually assessed, as described in Article V herein, for all associated costs.

**ARTICLE XXV
COMMUNICATION**

Section 1. Notices. All notices provided to be given by the Association or by any member of the Association shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid service in order to be effective. Any notice to the Association shall be addressed to "Secretary, Gray Eagle Springs Homeowners Association, Inc." and be mailed to the following address:

Any notice to be given to a member shall be sent to the last known address of the person who appears as a

member on the records of the Association at the time of such mailing. Notice shall be deemed given when sent as set forth above three (3) days from the date of mailing.

Section 2. Notices of Association Meetings. Notwithstanding the provisions of Section 1 above, notice of meetings of the Association may be given to members by regular mail, postage prepaid, or by hand delivered notice, to the last known address of the member appearing on the records of the Association or by e-mail to the last known e-mail address of the member if the member has provided an e-mail address to the Association for such purposes.

**ARTICLE XXVI
AMENDMENTS TO THIS DECLARATION**

This Declaration may be amended with the approval of two-thirds (2/3) of the votes of the members in the Association at a meeting of the Association duly called for such purpose in accordance with the Bylaws or by written ballot obtained within sixty (60) days of such a meeting. All such votes shall be evidenced by one or more written ballots executed by the requisite number of members to approve the amendment. Said ballots shall include the lot number for the member executing the same, incorporate the proposed amendment verbatim or by reference to a verbatim exhibit provided to the member, and clearly denote the member's approval or disapproval of the proposed amendment. All such written ballots shall be filed with the minutes of the Association. Upon approval by the requisite number of votes, the officers of the Association shall be authorized to record the approved amendment, which shall be executed by the President of the Association and contain a certification by either the President or the Secretary of the Association that the requisite number of votes were obtained in accordance with this Declaration. Any such amendment shall be promptly recorded with the Register of Deeds' Office for Knox County, Tennessee, whereupon it shall become effective, and a copy shall be filed with the minutes of the Association.

**ARTICLE XXVII
ASSIGNMENT OR TRANSFER**

Any or all of the rights, powers, duties and obligations reserved or given to the Association in this Declaration may be assigned to any one or more corporations or assigns that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such right and powers, which instrument must then be recorded in the Register's Office for Knox County, Tennessee, in order to be effective; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Association and Association shall thereupon be released therefrom.

IN WITNESS WHEREOF, this instrument has been executed by all of the Owners as of the date first above written.