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## **RESTRICTIONS AND RESERVATIONS FOR GLAZE FARM DEVELOPMENT**

**DECLARATION OF RESTRICTIONS FOR GLAZE FARM DEVELOPMENT**, a subdivision in Washington County, Tennessee, as shown by plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Office of the Register of Deeds for Washington County, Tennessee.

JOSEPH WILSON (an undivided 1/3 interest) and ROBERT JASON DAY (an undivided 1/3 interest), and GATEWAY DEVELOPMENT, GP, a Tennessee general partnership (an undivided 1/3 interest), the undersigned owner of all the land embraced in GLAZE FARM DEVELOPMENT (hereafter sometimes referred to as "subdivision"), do hereby declare that the reservations, easements and restrictions hereinafter set out shall be, and the same are, made applicable to said property, to-wit:

### **RESERVATIONS AND EASEMENTS**

1. Easement for installation and maintenance of all necessary or proper public utilities and drainage facilities are reserved.
2. Easement for natural drainage is reserved as natural drainage courses now exist, and no subsequent purchaser or owner shall obstruct any drainage course.
3. No tract of land laid out as a lot in GLAZE FARM DEVELOPMENT shall ever be used as a street except by the Developer.
4. The right to enter in accordance with Paragraph 15 below.
5. Lot owners will need to contact the Tennessee Department of Environment and Conservation Division of Water Pollution Control before any construction begins and comply with their Notice of Intent (NOI) for Storm Water Discharge.
6. Any additional phases of GLAZE FARM DEVELOPMENT shall be subject to separate reservations and restrictions to be recorded separately.

## GENERAL RESTRICTIONS

### 1. Use.

The lots within GLAZE FARM DEVELOPMENT (hereinafter the "Lots") are for, and shall be limited to use as, single-family residential purposes only. There shall not exist on any lot at any time more than one residence. No trailer, tent, shack, barn, or temporary building, outbuilding, or guest house shall be erected on any of the lots in the subdivision without approval in writing from the undersigned or their designee. No garage shall be constructed except as an integral part of the residence it is intended to serve. Garage which shall be for the use only of the occupants of the residence which they are appurtenant, may be attached or detached from the residence, may only be used primarily for garaging automobiles, must be constructed in design and materials in a manner identical with the residence and must be approved by the undersigned or their designee.

### 2. Structures — Materials.

Residences shall be constructed of high quality materials suited for and intended by their manufacturer to be used for the purposes of which they are incorporated into the residence. No mobile home or mobile home kindred or modular homes shall be permitted. All exteriors of foundations including basements and crawl spaces must be constructed with brick or stone. The exterior of the residence must be constructed of brick, stone, vinyl shake, vinyl board and batton or Hardie Board.

### 3. Structures — Size and Shape.

(a) One-story Villas shall not have less than 1,500.00 square feet of floor area devoted to living purposes, exclusive of open porches, garages and bonus rooms. Bonus rooms are permitted but are not included in the base square footage of the Villa.

(b) One-story residences shall not have less than 1,700 square feet of floor area devoted to living purposes, exclusive of open porches and garages. Two-story residences shall not have less than 2,200 square feet of floor area devoted to living purposes, exclusive of open porches and garage. Neither bonus rooms nor finished basements shall count toward square footage requirements. All residences must be constructed to include a minimum of an attached two-car garage. Detached two-car garages may be permitted but provided that the exterior materials must be identical to the residence.

### 4. Approval of Plans.

(a) For the purpose of further ensuring the development of GLAZE FARM DEVELOPMENT as an area of high standards, the undersigned, or their designee hereby reserves the right and power to approve the buildings, structures, and other improvements and landscaping placed on each lot, which approval shall not be unreasonably withheld, as well as to make such exceptions to these restrictions as the undersigned or their designee shall deem

necessary and proper. Developer, or its successors and assigns, shall have the right to limit the number of repetitive house plans for lots in this subdivision. All plans must be submitted by email to \_\_\_\_\_.

(b) Whether or not provision therefore is specifically stated in any conveyance of a lot made by the undersigned or the successors or assigns, the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall, or other structure shall be placed upon such lot unless and until the plans and specifications therefore and plat plan have been approved in writing by the undersigned or their designee. Each such building, wall, or structure shall be placed on the premises only in accordance with the plans and specifications and plat plan so approved. Refusal of approval of plans and specifications may be based on any reasonable ground, including purely aesthetic grounds which, in the sole discretion of the undersigned or their designee, shall seem sufficient. No alteration in the exterior appearance of the buildings or structures shall be made without like approval. If the undersigned or their designee shall fail to approve or disapprove the plans and specifications within thirty (30) days after written request therefore, then such approval shall not be required; provided that no building or other structure shall be erected which violates any of the Covenants herein contained.

5. Designee.

The undersigned may appoint one or more persons as their designee for purposes of passing on matters for which the undersigned are entitled to approve or disapprove as herein provided. After ALL of the lots have been conveyed, all privileges, powers, rights and authority to approve or disapprove as provided in this restriction may be exercised by and vested in a committee to be selected by Developer. All plans must be submitted by email to \_\_\_\_\_.

6. Subdivision and Addition of Lots.

Each lot, as shown on the recorded plat hereinbefore referred to, constitutes a building site and no lot shall be divided into two building sites. Further, no building site shall be less in area than the area of the smallest lot shown on the recorded plat hereinbefore referred to. A single lot, together with a contiguous portion or portions of one or more lots in the same block may be used for one building site. No lot shall be subdivided except with the approval of the undersigned or their designee. Developer, or its designee, shall have the right to use a lot for the construction of a road for the development of additional phases.

7. Setback Lines.

A minimum setback line of 25' from the front property line shall be required. Other setback lines shall be as required by applicable governmental regulation.

8. Other Building and Lot Usage Restrictions.

(a) No improvements or structure whatsoever, other than a single-family residence and appurtenant garage constructed in accordance with these restrictions, may be erected, placed or maintained on any building site. No outbuildings shall be permitted.

(b) No gas tanks shall be permitted without the written approval of the Developer or Homeowner's Association.

(c) Antennas for the transmission or reception of broadcast or satellite transmission signals, including satellite dish antennas, Citizen Band, and Amateur Radio antennas, and television broadcast antennas shall not be permitted to be attached to the front or sides of the home and shall only be attached to the rear of the home. All ground mounted satellites and antennas, etc. shall be permitted in the rear and sides and shall be walled-in in accordance with this paragraph or landscaped sufficiently to conceal them from the view of neighboring lots, roads or streets.

(d) Boundary walls and concealment walls shall be constructed of materials identical to or complimentary to the materials on the exterior of the residence. Materials for wall construction are restricted in accordance with Paragraph 2 above. No boundary wall shall be constructed with a height of more than four (4) feet.

(e) No wall of any height or for any purpose shall be constructed on any lot until the height, type, design, and approximate location therefore shall have been approved in writing by the undersigned or their designee. The heights or evaluations of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be completely determined by the undersigned or their designees.

(f) No above ground or below ground fence shall be constructed on any lots unless and until the plans including color, style and materials have been approved by the undersigned or their designee in writing. Fences must be complimentary to the design and materials used in constructing the residence and shall be of either vinyl, aluminum or wrought iron. Fences more than four feet (4') tall will not be approved. Fences may only be installed to the rear of the residence meaning from the back corners of the house to the rear property line. All plans for fences must be submitted by email to \_\_\_\_\_. Fences shall be no closer to the property line than 7.5 feet.

(g) All wiring must be underground from pole to house.

(h) Roofing material shall be heavy profile, dimensional fiberglass shingles. Metal accents and porch roofs are encouraged, subject to finishes approved by Developer. Roof pitches shall be a minimum 8/12 on elevations visible from the street. Rear elevations, not visible from the street may be as low as 6/12 pitch.

(i) Outside lights at eaves and door entrances, flood lights and spotlights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Exterior flashing lights are prohibited. Any walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by the Developer.

9. Native Growth, Vegetation, and Landscaping.

The native growth present on the lots shall not be permitted to be destroyed or removed except as approved in writing by the undersigned or their designee. Grass, and shrubbery on each lot, shall be removed and trimmed at regular intervals so as much as to maintain a neat and attractive appearance. Owner of all Lots, whether vacant or improved, are responsible for mowing each lot so that growth of grass or any other ground vegetation shall not exceed a height of 8". Trees, shrubs, vines, and all other vegetation which die shall be promptly removed. If any lot owner shall fail to perform his or her obligations hereunder, the undersigned or their designee may cause the obligation to pay for the cost of such work. In the event native growth is removed or injured in violation hereof, the owner shall replace the same.

10. Signs.

No billboards or advertising signs, or other advertising devices shall be erected, placed, permitted or maintained on any lot or improvement thereon, except as herein expressly permitted. Three (3) signs of not more than six (6) square feet advertising the property for sale or rent, or signs customarily used by a builder to advertise the property during the construction and sales period, may be displayed for a reasonable length of time.

11. Nuisances.

(a) Except as provided in Paragraph 13 below, no cattle, swine, goats, poultry or fowl shall be kept on any lot. No clotheslines or drying yards shall be permitted unless concealed by hedges, lattice work, concealment walls, or screening approved by the undersigned or their designee. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on the premises and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any owner of any property in the Subdivision shall fail or refuse to keep such premises free from weeds, underbrush, or refuse piles or other unsightly growths or objects, then the same at the expense of the owner and such entry shall not be deemed a trespass and in the event of such a removal a lien shall arise and be created in favor of the undersigned or their designee and against such lot for the full amount chargeable to such lot and such amount shall be due and payable within thirty (30) days after the owner is billed therefore. No trash, ashes, or other refuse may be thrown or dumped on any lot (whether vacant or not), street or right-of-way in the subdivision. No thing, substance, material or activity that will emit foul or obnoxious odors, shall be allowed or kept upon any lot. Nor shall any thing, substance, material or activity be allowed or kept upon any lot that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

(b) No mobile home, bus, camper, boat, trailer, dump truck, semi-truck or other vehicle having more than two axles may be parked or stored on any street, driveway or in public view within GLAZE FARM DEVELOPMENT neighborhood, except for vehicles and equipment necessary for and being used in the development, construction, repair or service in the neighborhood.

(c) Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on any street or in public view within the Development Property. Vehicles may not be assembled or serviced unless completely hidden from public view. For purposes of this Paragraph, "serviced" shall not be deemed to include the cleaning, washing or polishing of a vehicle.

(d) All Owners shall park their vehicles first, to the extent possible, in the garage for that Lot, if applicable, and then in the driveway. Owners shall take all steps necessary to keep garage doors closed, except for such limited and reasonable periods of time which may be necessary for access and repair. Vehicles may not be parked on grass or yard areas, except when entertaining. No Owner shall permit any vehicle (operable or inoperable) to remain parked on any street within the Development Property for a period of more than forty-eight (48) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the Owner of such vehicle or the Owner of the Lot visited by such vehicle owner. Declarant, the Association and the Board shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall they be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein shall include, without limitation, golf carts, motorhomes, buses, watercraft, trailer, motorcycles, scooters, trucks, all-terrain vehicles, campers and automobiles.

(e) The pursuit of hobbies that are inherently dangerous shall be conducted only in garages and such activities must not be visible from streets, Common Areas or neighboring Lots. Activities such as the shooting of firearms, fireworks or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas.

(f) No Owner shall cause or allow any use of such Owner's Lot that results in noise which disturbs the peace and quiet of GLAZE FARM DEVELOPMENT. This restriction includes, without limitation, dogs that disturb Owners by barking, whining or howling loudly and frequently, exterior music systems, public address systems and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

(g) Each Owner shall refrain from any act or use of such Owner's Lot that could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighboring Lots. No noxious, offensive or illegal activity shall be carried out upon any Lot.

(h) The Board may from time to time reasonably prohibit certain activities on or within the Common Area and such prohibition shall be final and binding on all Owners.

12. Pets.

Dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In no event shall the number of household pets exceed two (2) of any species or three (3) all together. Pets shall not be allowed to roam free but shall be contained either inside the residence or in an outside enclosure approved by the undersigned or their designee. In no event shall pets be maintained in a garage unless approved by the undersigned or their designee, which approval may be revoked without notice. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet on any common grounds or street with GLAZE FARM DEVELOPMENT.

13. Water Supply.

No individual water supply systems, including wells, shall be permitted.

14. Stormwater Management Areas.

All stormwater management areas are to be turned over to the Homeowners Association for maintenance.

15. Remedies for Violations-Invalidations.

Declarant, during the Appointment Period, and, thereafter, the Board may take such action as necessary to achieve compliance with any provision of this Article, including, without limitation, corrective action to bring any violation into compliance. The Owner shall, upon demand, immediately reimburse Declarant or other performing party for all costs incurred, including reasonable attorneys' fees. Declarant and, thereafter, the Association shall have a lien on the Lot and Improvements thereon to secure payment of fines or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

16. Effective Dates.

These restrictions shall be effective until January 1, 2051, and shall automatically be extended thereafter provided; however, that the owners of the majority of the square foot area of the lots in GLAZE FARM DEVELOPMENT may after that date, and after a one-year notice to all property owners therein, release any or all of the lots hereby restricted from any one or more of said restrictions, by executing and acknowledging an appropriate agreement or agreements in writing for such purpose, and filing the same for record in the Office of the Register of Deeds for Washington County, Tennessee.

17. Modification by Developer.

The undersigned shall have the right to modify the above restrictions as the Developer may determine is necessary during development of the subdivision until such time that the Developer, or any one or more of its partners, turns over control unto the Homeowners Association. Any such modification shall be recorded.

18. Homeowners Association.

(a) For the purpose of maintaining common areas in GLAZE FARM DEVELOPMENT, every lot owner, in accepting a deed or contract for any lot in GLAZE FARM DEVELOPMENT, agrees to and shall be a member of and be subject to the obligations, including the obligations to pay dues, of the duly enacted Bylaws and rules of the GLAZE FARM DEVELOPMENT HOMEOWNER'S ASSOCIATION, INC., a nonprofit corporation, and shall pay annually or monthly, as the association determines is necessary, his or her pro-rate share of the cost of carrying out the purposes of the Homeowner's Association which prorata share shall be an assessment which may become a lien upon the property of the owners of lots within GLAZE FARM DEVELOPMENT. The GLAZE FARM DEVELOPMENT HOMEOWNER'S ASSOCIATION, INC. shall be the entity responsible for enforcement of the covenants and restrictions contained in this Declaration; provided that nothing contained herein, or in the bylaws of the Homeowner's Association, shall be deemed to deprive any lot owner in GLAZE FARM DEVELOPMENT of the right to enforce this Declaration.

(b) If a lot is owned by more than one person, all co-owners may share the privileges of such membership, subject to reasonable regulations by the Association's Board and subject to the restrictions on voting set forth in the bylaws and all such co-owners shall be jointly and severally obligated to perform the responsibilities of lot owners.

(c) Each lot owner, other than the Developer, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the various assessments established by the GLAZE FARM DEVELOPMENT HOMEOWNER'S ASSOCIATION, INC. The initial, annual, and special assessments, together with interest and all costs of collections, including, but not limited to, reasonable attorney's fees, shall also be the personal obligation of the lot owner at the date of the assessment. The personal obligation for delinquent assessments shall not pass to a lot owner's successors in title unless expressly assumed by them, but the lien shall continue.

(d) Any assessments not paid within thirty (30) days after the due date shall become a lien on such lot and shall be subject to a reasonable late charge in an amount to be established by the Board of the Homeowner's Association from time to time, and shall bear interest from the due date at the rate of ten percent (10%) per annum (or the highest allowed by law). The association may bring an action at law against the lot owner personally obligated to pay the assessment and/or may foreclose the lien against the lot which foreclosure shall be in the same manner as is provided in T.C.A. 35-5-101, et seq. for foreclosure action, as trustees, either of whom may act without the other, for the purpose of foreclosing the lien for unpaid assessments. Each lot owner is hereby deemed to have conveyed to the President and Vice-President of the Association his or her interest in the lot for purposes of securing these liens simultaneously with their acquisition of



title. As each assessment is paid in full, the conveyance shall be deemed to be void as to such assessment but shall nevertheless continue as to future assessments so long as such lots are subject to this Declaration. In the event the Homeowner's Association is required to take any action to collect the assessment, the Homeowner's Association shall be entitled to recover, as an element of damages, its attorney's fees and costs incurred as a result of such collection efforts.

(e) The lien of the assessments on any lot provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed on the lot and held by a bona fide holder. The sale or transfer of any lot pursuant to a bona fide mortgage or deed of trust foreclosure or any bona fide proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof or relieve the transferring lot owner from his personal liability for the unpaid assessments at the time of such transfer.

(f) The initial assessment shall be Two Hundred Dollars (\$200) annually for each lot. The Association shall have the right to increase this assessment to an amount necessary to accomplish the purposes of the Homeowner's Association.

(g) All common areas, including any ponds, shall be maintained by the Developer until 70% of the lots have been sold. At that time the Homeowner's Association shall be responsible for all maintenance of the common areas including any ponds and stormwater management areas.

## 20. Phase/Subdivision.

Each phase of GLAZE FARM DEVELOPMENT shall be considered a part of the entire subdivision with all rights, privileges, and obligations to any common properties, facilities, etc., provided by being a member of the Homeowner's Association.

## 21. Abdication of Approval Rights.

The Developer may, but shall not be required to, abdicate to the Homeowner's Association the rights reserved to the Developer herein, including, without limitation, the right to approve plans or designs, upon the sale of all lots. The Developer shall abdicate to the Homeowner's Association the rights reserved to the Developer herein, including, without limitation, the right to approve plans and designs, upon sale of one-hundred percent (100%) of the lots in the subdivision.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Joseph Wilson

\_\_\_\_\_  
Robert Jason Day

GATEWAY DEVELOPMENT, GP, a  
Tennessee general partnership

By: \_\_\_\_\_  
Terry Orth, General Partner

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Joseph Wilson**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, **Robert Jason Day**, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF WASHINGTON

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Terry Orth, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the General Partner of Gateway Development, GP, the within named bargainer, a partnership, and that he as such General Partner, executed the foregoing instrument for the purpose therein contained, by signing the name of the general partnership by himself as the General Partner.

WITNESS my hand and seal at office in the State and County aforesaid on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_