

EXHIBIT "B"
PROTECTIVE COVENANTS FOR
GRANDVIEW VILLAGE RESORTS

1. These Protective Covenants shall apply to all of the Properties as provided in the Declaration. They shall also apply to additions to the Properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration by which the Developer subjects such additions to this Declaration.
2. The lots designated as residential in Grandview Village Resorts shall be used for residential purposes only. No business or commercial activity shall be allowed to be conducted on or from any such lot, unless the lot is designated as commercial property on the subdivision plat. Except for the business of the Developer in furtherance of its sales program, the practice of any profession or the carrying on of any businesses is prohibited within any area designated as residential upon any recorded subdivision plat of the Properties.
3. Only one (1) single family dwelling shall be erected on each lot. Each dwelling shall contain not less than 1,200 square feet of heated and enclosed floor space, exclusive of porches, garages, terraces, and patios. In addition to the dwelling, one (1) detached garage or storage building may be constructed on each lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of the dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before.
4. No mobile home, manufactured home, trailer, or similar structure shall be allowed on any lot. No trailer, mobile home, or any other type of movable home, basement, tent, or garage shall at any time be used as a residence on said property. No structure shall be moved from another site to a lot in the subdivision.
5. No basement, foundation, or unfinished dwelling shall be used for residential purposes, and no dwelling shall be occupied until construction has been substantially completed. Construction of a dwelling shall be substantially completed within twelve (12) months from the date of commencement, unless the time for completion is extended by the ACC upon application and good cause shown.
6. No lot shall be resubdivided, provided, however, nothing herein contained shall prevent the owner of two or more adjoining lots from considering the combined area of the two or more lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to

apply to the outside lines of the two or more combined lots and not to the line which is common to both lots or the interior lines of the lots, if more than two lots are combined. If two or more lots are combined under the provisions of this paragraph, they may not in the future be resubdivided.

7. Driveways must have a metal culvert as needed of sufficient size so as not to restrict the drainage of ditch lines, properly installed and covered with stone. Within one (1) year from the date of completion of construction of a dwelling on a lot in the subdivision, a driveway to said home must be paved with concrete or asphalt, or at a minimum, have a compacted gravel surface for up to 20-ton vehicular load capacity.

8. Unless otherwise designated on a subdivision plat, all buildings shall be set back at least thirty-five (35) feet from the road edge. No building or dwelling shall be constructed closer than ten (10) feet to a side lot line. In addition to the easements retained by the Developer in the Declaration, a utility easement is retained for the benefit of owners of lots in the subdivision ten (10) feet to the left, right, and parallel to all common side lot lines in the subdivision.

9. All homes shall have a sewage disposal system approved by the State Health Department. No mineral solvents, hydrocarbon substances, or acids shall be discharged into any septic drainage system, storm drain, or any other open surface.

10. Water wells shall be allowed provided that they meet all applicable federal, state, and local laws and regulations, and further provided that well water and city water shall not be cross-connected.

11. No animals shall be allowed in the subdivision, with the exception of domestic dogs and cats.

12. No noxious or offensive activity shall be permitted on any lot or parcel of land in the subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

13. No lot or parcel of land in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition.

14. All dwelling houses erected on lots or parcels of land herein restricted to residential use only shall be constructed in a good and workmanship like manner and shall be maintained at all times in a good state of repair. Any exposed block foundations

shall be faced with stone, stucco, or other material approved by the ACC. Any building erected shall have a solid foundation. Exterior material shall be a natural wood product or fiber cement of wood stain texture.

15. No private basketball posts, goals or nets shall be allowed on individual lots.

16. Any fences constructed are subject to approval by the ACC, but in no event shall a fence be approved that will inhibit game migration.

17. After a home is completed, a lot must be well maintained which shall specifically include keeping any lawns well mowed no higher than four (4) inches; no accumulation of weeds and tall grass; and, the removal of dead or damaged trees or limbs promptly. Should an owner not properly maintain his lot, the Association, after giving the owner appropriate notice and an opportunity to rectify the situation, shall be allowed to perform the required maintenance and charge the cost of that maintenance to the individual owner, plus a ten percent (10%) administrative fee. Such costs may be collected under the collection mechanism of Article X of the Declaration.

18. No live tree with a diameter of over twelve (12) inches shall be allowed to be cut without the express consent of the ACC.

19. No damming or obstruction of creeks or streams shall be allowed.

20. Recreational vehicles, travel trailers, boats, boat trailers, and similar devices shall not be parked at individual residences but must be parked in designated areas.

21. No motorized vehicles, such as motor bikes, four wheelers, three wheelers, dirt bikes, or similar vehicles shall be allowed on walking trails or common areas, except the Developer's use for upkeep and maintenance.

22. There shall be no hunting or discharge of any firearms within the Grandview Village property at any time.

23. All signs are prohibited in areas zoned upon any recorded subdivision plat as residential, except:

(a) Signs erected by the Association for identification of streets, traffic control and directional purposes;

(b) Signs of a temporary nature advertising property for sale and construction signs which shall not exceed five square feet in area; and,

(c) Signs erected by the Developer in connection with its sales program.

All signs must be maintained to a professional appearance or they may be subject to removal. Pursuant to Tennessee Code Annotated § 2-7-143(b)(2), the Association may not prohibit political or campaign posters or signs, however such must be on the property of the Owner, and not on Common Property, and such signs shall be no larger than four (4) square feet.

24. No provision of these Protective Covenants shall preclude the Developer in furtherance of its sales program from erecting, maintaining, and utilizing model houses in area zoned upon a recorded subdivision plat as residential for such purposes as it may consider necessary during its sales program.

25. No Owner shall cause to be used an unmanned aircraft system (UAS) or unmanned aerial vehicle (UAV), commonly referred to as “drones,” over the property or unit of another without the express permission of that property owner.

26. Dogs and cats shall not be permitted on the Common Property unless under leash or voice control. No dog or cat may be outside, unless accompanied by its owner or an agent of the owner. All pet excrement must be picked up, removed in its entirety and disposed of properly.

27. Unit Owners are solely responsible for any and all violations of the Rules and Regulations by the owner's family, guests, lessees or renters.

28. The Board may assess the owner of a unit for any violation of these Protective Covenants, regardless of if the violation is committed by the owner, member of the owner's family, guest, lessee or tenant. Owners who have been assessed fines shall, upon request, be entitled to a hearing before the Association Board. A lien may be placed against the owner's unit if the penalty is not paid within ninety (90) days of issuance, or within thirty (30) days after a hearing, if requested. The unit owner will be charged for all attorney fees, court costs, filing fees, and recording fees, in addition to the original penalty.