

25000858

6 PGS:AL-RESTRICTIVE COVENANTS

PARIS BATCH: 204250

02/05/2025 - 11:25 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 30.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 32.00

STATE OF TENNESSEE, ROANE COUNTY

SHARON BRACKETT

REGISTER OF DEEDS

This instrument prepared by:
Stanley F. Roden, #007128
10269 Kingston Pike
Knoxville, TN 33922
(865) 531-6151

COVENANTS AND RESTRICTIONS FOR SOMERFIELD ESTATES

WHEREAS GGDA, GP, A Tennessee General Partnership, (hereinafter referred to as "Grantor" "Developer") is the fee simple owner of certain real property ("the Property") conveyed by deed dated July 10, 2023 of record in **BOOK 1923, PAGE 97** and by deed dated July 13, 2023 of record in **BOOK 1923, PAGE 102**, both in the Register's Office for Roane County, Tennessee, and said property is subdivided into Lots 1 – 7, Moore Ridge pursuant to a plat recorded in Map Book H, Page 410 in the Register's Office for Roane County, Tennessee (the "Plat") and being tax identification number 061-051.03; and

WHEREAS, it is for the interest, benefit and advantage of the Owner, the Developer and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "**Lots**") and individually referred to as a "**Lot**") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owner, the Developer and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Developer does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter.

WHEREAS, the Owner does hereby commit the property for use subject to the following Declaration of Covenants and Restrictions:

1. **LAND USE AND BUILDING TYPE.** No Lot shall be used except for residential purposes or approved agricultural purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two and one-

half stories in height and any other structures, including but not limited to pool houses, barns and guest houses, which have been approved by Developer. No mobile homes or modular homes that have been constructed off-site shall be permitted on any Lot nor shall any previously constructed house be moved to any Lot. All residences shall have at least a double car garage, either attached thereto or integrated in a residence. Any additional proposed garage areas shall be subject to review of the Developer. No Lot may be subdivided to contain less than 5 acres.

2. **MINIMUM DWELLING SIZES.** Any dwelling erected upon any Lot must meet the minimum square foot livable floor area as set forth below as to the respective classification:

One Story residence must be a minimum of 2,600 square feet not counting finished basement or garage.

A 1-½ Story, or other multi-level style with an attached double garage shall contain at least 3,300 square feet with a 1,800 square feet minimum on main level.

A Two-Story residence must be a minimum of 3,600 square feet with 1,600 square feet on main level not including finished basement or garages.

No dwelling shall be erected or permitted to remain in this Subdivision unless it has the number of square feet of enclosing living area, exclusive of open porches, garages or basements as set forth in this paragraph except for guest homes, barns, outbuilding, etc. as more particularly described herein.

For the purpose of this paragraph, stated square footage shall remain the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residences exclusive of open porches, garages and basements.

3. **WIRING.** The outside wiring for all dwellings, buildings and any other structures shall be placed underground. All television and radio antennas must be placed in the attic. Television or radio towers are prohibited. Satellite dishes must be substantially obscured from view from the access road and are subject to approval by Developer Review. Any outdoor lighting not attached to dwelling, outbuilding or structure, is subject to Developer Review approval.

4. **AIR CONDITIONING UNITS.** No window air conditioning units shall be installed in any residence or building so as to be visible from any adjoining lot.
5. **DRIVEWAYS.** Before any construction is begun, a temporary driveway shall be installed and said drive shall be crowned and have proper drainage so that overflow, if any, from the building site shall not flow upon the access road. After construction is completed, the driveway shall be asphalt or of other material which shall be subject to approval by the Developer. Owners shall be responsible for any clean up or damage to access road during the construction process.
6. **DEVELOPER PLAN REVIEW.** Any proposed construction of any improvements, including but not limited to house plans, exterior elevations, colors, material types, contours, driveways, walkways, swimming pools, barns, placement of all structures or improvements, and lighting plans, shall be prohibited unless the blueprints and site plans of said proposed dwelling or other structure are submitted to the Developer for review and approval at least thirty (30) days prior to construction. Landscaping and improvements that are incidental shall not be included in the approval process. Approval shall be given or denied, in writing, within thirty (30) days of the date said plans and specifications are submitted. All plans and specifications are to be submitted in writing, via registered or certified mail or in person to GGDA, GP 115 Suburban Road, Knoxville, TN 37923, and said plans shall be deemed submitted upon receipt by the Developer. Failure of the Developer to respond, in writing within said thirty (30) day period, to those who submit such plans and specifications, shall be deemed as an approval of said proposed structure. Approval for variance from the terms of the Restrictive Covenants stated herein will not be unreasonably withheld, however, the Developer shall have full power and authority to deny permission for construction of any dwelling that in his sole opinion does not meet the requirements and/ or accomplish the purposes which were intended by these restrictions, including, but not limited to aesthetic appeal and uniformity of constructions in the surrounding Lots in the subdivision. In the event the Developer is deemed disabled, mentally impaired, dies or is committed to a skilled nursing facility or long- t e r m care facility, the decisions on the aforementioned construction approval process shall revert to the owner who purchases the first Lot sold by Developer. In the Event of a disagreement on the part of the Developer and a Lot owner, it is recommended that, at the objecting Lot owner's expense, outside expertise in the form of an unaffiliated Architectural, Development or similar company, advise the Developer regarding submitted plans. In all events, the Developer shall have the exclusive and final authority regarding approval of the submitted plans. Prior to construction, owner shall deposit the sum of \$2,500.00 to the Developer or the Association as a cleaning and damage deposit. If no damage is done to said easement (access road) by said owner or his builder during the construction process and if no cleaning up expense has occurred, the \$2,500.00 deposit shall be returned to

said owner. In the event of damage or expense, the owner causing said damage or expense shall promptly repair same to its original condition. In the event more than \$2,500.00 damage and/ or expense occur, owner shall be liable for all repairs and costs involved. The access road shall be kept clean by builder on a regular basis during construction.

7. **CONSTRUCTION.** All dwelling construction shall be continuous and must be completed within 18 months of initiation. No person may occupy any unfinished structure, nor shall any house or building be left unfinished for any extended length of time. Developer reserves the right to give additional time for completion of a dwelling if in the sole option of Developer additional time is warranted.
8. **BUILDING LOCATION.** No building shall be located on any Lot nearer than 50 feet from the access road or nearer than 30 feet from any side Lot line or nearer than 50 feet from rear Lot line. Developer reserves the right to amend building setback line requirements except those required by governmental regulations.
9. **NUISANCES.** No noxious offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This would include parking Lot or-trailer trucks, or buses, or commercial vehicles, inoperative or abandoned, automobiles anywhere on lots or on the street. Any motor home, travel trailer, boat or recreational vehicle, play set, trampoline, must be kept or stored where they remain obscured from view of adjoining lot owners. No clotheslines are permitted.
10. **MOWING.** Owners shall be responsible to mow all unimproved lots monthly during the growing season and maintain in the neat and clean condition.
11. **REFUSE CONTAINERS AND SCREENING.** Garbage and refuse shall be placed in containers which shall be located in as reasonably inconspicuous manner as possible.
12. **RIGHTS AND RESPONSIBILITIES OF LOT OWNERS.** Each Lot owner has access from Tate Coley Road to their respective lot via a right of way named Somerfield Way as shown by Plat of Moore Ridge of record in Plat Book H, Page 410, Register's Office, Roane County, Tennessee. A Dedication and Maintenance Agreement has been or will be recorded. Each Lot owner is to be responsible for their pro-rata share of maintenance of Somerfield Way and the other easements as set forth in said Maintenance Agreement.
13. **UNDERGROUND UTILITIES - EASEMENTS.** Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground, including, but not limited to electric, telephone, and cable T.V. There shall be a ten foot easement for utilities at the border of each Lot, except where two

Lots join, in which case there shall be a five foot easement over each Lot, making the total easement ten foot. All Lots shall have easement rights to tap into existing water, electric and cable lines.

14. **TERM AND ENFORCEMENT.** Enforcement of the covenants shall be by proceedings at law or in equity abating any person or persons violating or attempting to violate any covenant either to retain violation or to recover damages. It is expressly understood and agreed that all cost, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in a successful enforcement of any covenant or restriction contained in this document shall be borne in full by the losing party in such proceeding. These restrictions shall run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years and shall be automatically extended for successive periods of ten (10) years.
15. **AMENDMENTS TO COVENANTS.** The undersigned Developer reserves the right, at any time, to amend or modify these restrictive covenants according to the discretion of the Developer, provided however, any such amendments by Developer shall not materially change lots already conveyed, keeping with the restrictions of the subdivision. After the Developer no longer owns any lot in Somerfield Estates, amendments may be made by the Owners. All amendments shall require documents signed by at least 2/3 of the owners, which shall be duly recorded in the Register's Office for Roane County, Tennessee.
16. **SEVERABILITY.** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, its signature this the 4th day of February 2025.

GGDA, A TENNESSEE GENERAL
PARTNERSHIP

BY: 

David Alley Jr.

ITS: GENERAL PARTNER

STATE OF TENNESSEE

COUNTY OF KNOX

Before me, the undersigned authority, a Notary Public in and for County and State aforesaid, personally appeared **David Alley Jr.** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a **General Partner of GGDA, a Tennessee General Partnership**, the within named bargainer, a Tennessee General Partnership, and that he as such **General Partner**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Partnership** by himself as **General Partner**.

Witness my hand and official seal at office this the 4th day of February 2025.


NOTARY PUBLIC

My commission expires: 2/28/2027

