

Sawyer Ridge and  
Finn's Retreat

**DECLARATION OF COVENANTS AND RESTRICTIONS**

This Declaration of Covenants and Restrictions, ("Declaration"), is made and entered into on this 7 day of October, 2020, by **DH Development, LLC**, a Delaware limited liability company, ("Developer").

**WITNESSETH:**

**WHEREAS**, Developer owns the real property, ("Property"), described on that certain plat of Sawyers Ridge, of record at Book 98, page 41, Register's Office, Fentress County, Tennessee, ("Sawyer Plat"), and on that certain plat of Finn's Retreat, of record at Book 98, page 45, 46, Register's Office, Fentress County, Tennessee, ("Finn Plat") (collectively the "Plat" or "Plats"), both by virtue of the deed of record at Book 325, pages 886, et seq., Register's Office, Fentress County, Tennessee, ("Vesting Deed");

**WHEREAS**, described on the Sawyer Plat are Lots 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60, ("Sawyer Lot" or "Sawyer Lots"), all of which, as of the date hereof, are owned by Developer;

**WHEREAS**, described on the Finn Plat are Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, ("Finn Lot" or "Finn Lots") (the Sawyer Lots and Finn Lots known collectively herein simply as the Lots);

**WHEREAS**, the subdivision depicted on the Sawyer Plat is, and shall be, known as **Sawyers Ridge**, and the subdivision depicted on the Finn Plat is, and shall be, known as **Finn's Retreat**;

**WHEREAS**, Developer, in order to provide for the orderly development, improvement, and maintenance of the Property and to provide for the mutual benefit and protection of the property rights of Sawyers Ridge and of the persons who may hereafter reside in and on the Property, imposes certain restrictions, provides for a property owners' association, and reserves unto itself certain rights and privileges; and,

**WHEREAS**, Developer deems it to be suitable and appropriate to publish said standards and restrictions; impose the same upon the Property; and establish the same as running with title to the Property.

**This instrument prepared by:**  
**LOONEY, LOONEY & CHADWELL, PLLC**  
**156 Rector Avenue, Crossville, Tennessee 38555**  
C2:e:Restrictions/Sawyers Ridge Declaration of Covenants and Restrictions

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**NOW THEREFORE**, for and in consideration of the premises, and mutual benefits accruing to DH Development, LLC, and to the subsequent purchasers of the Property, DH Development, LLC, does hereby declare said real Property to be subject to the following covenants and restrictions to run with the title to said Property. Said covenants and restrictions shall be binding on and inure to the benefit of DH Development, LLC, its successors and assigns, and shall be binding on and inure to the benefit of the grantees of any deed conveying a parcel, tract or Lot of the Property, as well as their heirs, successors and assigns. (Sawyers Ridge and Finn's Retreat are known sometimes herein as the "Subdivision" or Subdivisions".) Said covenants and restrictions are and shall be as follows:

1. The only restrictive covenants that apply to the Property shall be those set forth herein. No negative reciprocal covenants or implied or equitable covenants, restrictions or easements shall be created or deemed to encumber the Property by virtue of any covenants or restrictions encumbering adjacent real property owned by Developer, its successors or assigns.

2. No commercial animal operations of any kind shall be permitted on the Property. Domesticated animals are permitted on Lots of the Property, but no more than one domesticated animal per five acres of the subject Lot, except that (a) no more than two horses are permitted per five acres; and, (b) pigs are prohibited under all circumstances. This restriction shall apply neither to domesticated dogs and cats nor to chickens; however, the breeding of chickens, dogs and cats for sale purposes is prohibited, and roosters are strictly prohibited under all circumstances.

3. No mobile or manufactured homes shall be permitted on the Property. Double-wide homes are also prohibited. If permitted by local, state and federal rules and regulations, recreational vehicles shall be permitted, but shall not be used or occupied on the Lot for more than one hundred eighty (180) days per year. For the avoidance of confusion, a recreational vehicle may be kept on a Lot for the entire year, subject to the other covenants and restrictions herein, so long as the residence on the Lot is constructed, but, in no event, shall a recreational vehicle be used or occupied for more than 180 days per calendar year. In any event, all such recreational vehicles must be kept in good repair and clean in appearance. Further, tiny homes are permitted for permanent occupancy so long as they are permanently affixed to the Lot on a block foundation and with a site-built deck entrance having a minimum of twenty-five (25) square feet. Otherwise, if not permanently affixed, a tiny house may be used or occupied for only 180 days, or less, per calendar year.

4. Dumping, accumulating and burning trash items are strictly prohibited.

5. Any tanks for water, liquid propane gas or other fuels, or any other liquids shall be buried in accordance with local, state and federal regulations. Mobile tanks mounted to trailers or equipment shall be allowed. Notwithstanding the forgoing, propane tanks are permitted above ground so long as they are hidden from view from the road and other Lots.

6. There shall be a building setback of 10 feet from all side and rear Lot lines of each Lot, and 25 feet from the road.

7. Ownership, use, and discharging of firearms is permitted but must comply with all applicable local, state and federal laws, rules and regulations, and must be used, carried, discharged and handled in a reasonably safe and proper manner, and not in a manner that would constitute a nuisance.

8. All parcels within the development shall be owned and used exclusively for single family residential purposes. No more than one dwelling shall be permitted on any Lot as platted. However, if the primary residence is completed, a guest house may also be constructed and used on the Lot. Short term and long term rental is permitted.

9. Free standing garages and accessory buildings may be constructed but shall not be used for permanent or temporary residence purposes. The design of all such garages and accessory buildings shall be in keeping with the architectural theme of the primary house. Further, the exterior colors of all improvements on the Lots are restricted to earth tone colors, natural colors and white, all of which exterior colors must be pre-approved by the Developer or the Association, within its sole and unfettered discretion.

10. Recreational facilities such as swimming pools, tennis courts, playhouses and similar structures shall be set back a reasonable distance from property lines and screened for abutting or adjacent building sites and public roads. No outdoor or security lighting shall be permitted unless it is designed and located in such a way as to cast substantially all of the light within the building site wherein it is located.

11. No weeds, garbage or refuse piles, trash or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any Lot, including vacant building sites.

12. When construction of any building is once begun, work thereon shall be prosecuted diligently and must be completed within a reasonable time not to exceed twelve months from the day construction has begun.

13. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents. Antennae, radio towers, satellite dishes and similar structures are prohibited on all Lots, except that satellite receiver dishes no greater than eighteen (18) inches in diameter are permitted. Also, solar panels for home use are permitted, but not for other uses. Additionally, no signs of any type or kind are permitted on any Lot. Flagpoles and flags are permitted, but flagpoles may be no taller than twenty-five (25) feet in height, and the flag may be no larger than 4 feet by 6 feet.

14. With the exception of rights reserved to Developer herein, no Lot or tract in the subdivision shall be further subdivided by any owner, except that any Lot consisting of ten

(10) acres or more may be further subdivided into no more than two (2) resulting Lots, (so long as permitted by local, state and federal regulations and laws, including, without limitation, health, planning and sewage restrictions), in which case, the Association fees described below shall be assessed and collected for each resulting Lot. However, the owners shall have the right to adjust the boundary lines between their Lot and adjoining Lots as long as no new Lots are created. Further, however, owners of two adjacent Lots may combine the two Lots into one and be assessed only one Association fee. However, no more than two Lots owned by the same owner may be so combined, and, the resulting larger Lot may not later be combined with another Lot.

15. Dedicated rights of way easements, setbacks and roads, including all of the same as appear on the Plat, are expressly reserved for creation, construction and maintenance of roadways, utilities, storm water ways and sewers and any other uses deemed necessary or expedient for the public health or welfare. Maintenance of right-of-ways, roadways and storm drains will be the responsibility of the Association. Notwithstanding the forgoing, owners who damage or degrade the roads in any fashion, beyond normal use and maintenance, shall be individually liable for such damage and degradation, and for that caused by their respective agents, contractors, invitees, family members and representatives, and Developer and the Association may hold them responsible for repairs and the money necessary for such repairs.

16. No exposed concrete block structures or metal buildings shall be constructed on any Lot unless covered with brick, vinyl, wood, stucco, or other materials. However, homes constructed from metal or metal containers are permissible so long as the same are weather-proof and insulated.

17. No lot shall be used for any commercial purpose, including, but not limited to public campsites. However, tent camping by a Lot owner and his or her family or invitees is permitted but for no more than five (5) consecutive days out of each period of thirty (30) days.

18. No tents or campers may be erected or used for permanent human habitation on any lot. However, tent camping is permitted as described in Paragraph 17 above, and recreational vehicles may be used as set forth in Paragraph 3 above.

19. All automobiles, trucks, motorcycles and other vehicles shall be muffled in such a way that their operation within the subdivision does not constitute a nuisance.

20. No inoperable vehicles will be allowed to be parked on a lot for more than thirty (30) days. No vehicle will be allowed on any lot on jacks or blocks for more than ten (10) days.

21. It is acknowledged that Developer owns additional tracts or parcels of real property that adjoin, or are adjacent to, the Property ("Additional Property"). All of such Additional Property shall remain the privately owned and sole and exclusive property of

Developer, and neither this Declaration nor any supplemental declarations, nor the plats in connection with the same, shall in any way apply to such Additional Property unless at a later time, the same shall be included under the provisions of the Declaration or a supplemental declaration as provided herein. Further, Developer shall have the right, but not the obligation, to bring within the plan of this Declaration any real property now owned or obtained or developed in the future by Developer. Developer shall retain, reserve and have the sole option of declaring what property or properties, whether within the original tract of which the platted property is a part, or otherwise, are hereafter subjected to this Declaration, in the covenants or restrictions to which such property may be subject. No one other than the Developer, its successors or assigns, shall have the right to subject any property to this Declaration or to cause any property to be entitled to the benefits arising hereunder. At its sole discretion, Developer, its successors and assigns, may permit or allow all or any portion of the Additional Property to use or have the full benefits of the Common Areas of the Property described herein, including, without limitation, use of the roads.

22. Developer reserves the sole and absolute right, without joinder or consent by or from any other owner, to amend, revise, abrogate, change or modify any part of this Declaration and each of the restrictions and covenants contained herein so long as it owns at least one Lot.

23. Developer reserves the following rights and uses as to all Lots and parts of the Property owned by the Developer:

a. The right to complete improvements indicated on the Plat.

b. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Developer to maintain during the period of construction and sale of said home upon such portion of the premises as Developer deems necessary, such facilities, as in the sole opinion of Developer, may be reasonably required, convenient or incidental to the construction of sale of said home, including, but without limitation, a business office, storage area, construction yard signs, model units and sales office.

c. The right to perform repairs and construction work, and to store materials in secure areas, in Lots and in Common Areas, and the further right to control all such work and repairs, and the right to access thereto, until its completion. All work may be performed by the Developer without the consent or approval of the Association. The Developer has such an easement through the Common Areas as may be reasonably necessary for the purpose of discharging the Developer's obligations or exercising Developer Rights. Such easement includes the right to convey utility and drainage easements to public utilities, municipalities, the State, riparian owners or upland owners to fulfill the plan of development for the Property.

d. The right to post signs and displays in the Common Areas to promote sales of homes and to conduct general sales activities in a manner as will not unreasonably disturb the rights of Owners.

e. The right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. Developer reserves the right to remove from the Property, any and all goods and improvements used in the Property, marketing and construction, whether or not they have become fixtures.

24. Developer may convey to the Association additional real estate, improved or unimproved, which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

25. No provision of this Declaration shall be construed to require the Developer to add any real property to the scheme of this Declaration.

26. Developer reserves and is hereby granted the right in case of any violation or breach of any of the restriction, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing, or condition, that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developer and Developer shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developer to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed taken or held to be a waiver therefore or acquiescence in or consent to a continuing, further or succeeding breach or violation thereof, and Developer shall at any and all times have the right to enforce the same.

27. Neither the Association, the Board or any Lot Owner may take any action or adopt any rule which will interfere with or diminish any of Developer's rights or reservations provided in this Declaration without the prior consent of the Developer. All of the provisions of this Declaration are specifically and expressly subject to the rights of Developer, and in the event there is any conflict with any part of this Article with any other provisions of this Declaration, the provisions of this Article shall prevail. This Declaration shall be liberally construed to protect the rights of Developer set out herein.

28. With respect to any property owned by Developer that is not made subject to this Declaration, no negative reciprocal covenants or implied or equitable covenants or easements shall be created by virtue of any written material which is not of record in the Register's Office of

Fentress County, Tennessee. Brochures, advertisements, unrecorded plats, course of trade, existing development, by way of example not by limitation, shall not be construed, as legal documents, writings or implications that purport to create any legal right. Developer has reserved all rights to Developer's remaining property, without restrictions from existing and future property owners.

### MAINTENANCE ASSOCIATION

1. As soon as Developer deems, in its sole discretion, it shall activate a Maintenance Association, (known sometimes herein as the "Association"), for the purpose of maintaining the roads and other common areas, maintaining the standards and enforcing the restrictions contained in this Declaration, and for such additional purposes as its membership shall from time to time deem necessary or proper. Said Association shall be denominated or named by Developer, its successors or assigns, but may be organized as a corporation or an unincorporated association. All owners of parcels within the Property shall, by acceptance of their deeds, be required to become members of the Association and shall be subject to its rules and regulations. Each platted parcel within the development shall have one (1) vote. The Developer shall have ten (10) votes for each lot which is not sold.

2. The Association shall have, in addition to those powers and authority contained elsewhere in the Declaration, and not by way of limitation or restriction, the following powers and authority:

(a) To enforce and provide for the enforcement of the covenants contained herein;

(b) To maintain and provide for any and all common areas within the development, to pay all county taxes on them, and to maintain property and liability insurance on them;

(c) To provide for the common protection and security of the development;

(d) To assess and collect from the members such sums as may be necessary or proper to maintain the entrance sign, pay county taxes, pay property and liability insurance, and do property maintenance, repairs and replacements on the roads and in the common areas. The initial Association dues shall be Four Hundred Dollars (\$400.00) per year, per Lot, and shall not be increased by more than 20% per year unless authorized by the vote of at least fifty (50%) percent of the owners of Lots who are entitled to vote.

(e) Assessments and charges if not paid within thirty (30) days following notification shall constitute a lien on the subject parcel which lien shall also secure all costs

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including reasonable attorney fees incurred by the Association in connection with the collection of the assessment or enforcement of the lien.

(f) When Developer desires to activate the Association, it shall give all of the then owners of parcels in the subdivision written notice of that fact, shall give all owners a copy of the by-laws of the Association, as promulgated and adopted by Developer in its sole and unfettered discretion, and shall give all owners notice of the day of the first meeting of the Association. At the said first meeting, the initial officers of the Association shall be elected. Subsequent to the election of officers of the Association, Developer shall have no further responsibility or liability for the maintenance of roads and common areas, or county taxes or property taxes or property and liability insurance. Such responsibility shall be the sole responsibility of the Association.

3. The title to all common areas will be transferred to the Association on the date chosen by Developer, its successors and assigns, within its sole discretion, and the Association shall accept delivery and title of the same for the purposes herein stated.

4. After Developer has conveyed to third parties ninety percent of the Lots as appear on the Plats, these covenants and restrictions may be changed, modified or amended by duly recorded instrument signed by the owner or owners of seventy-five (75%) percent of the Lots.

**FINN'S RETREAT**

**This Declaration, and each of the covenants and restrictions herein, encumber the entirety of the Property, including, without limitation the Lots in both Sawyers Ridge and Finn's Retreat. However, and notwithstanding the forgoing or any covenant or restriction herein to the contrary, the following specific covenants and restrictions apply ONLY to Lots on the Finn Plat, and where the covenants and restrictions below conflict with anything above, the covenants and restrictions below shall control as to Lots on the Finn Plat:**

1. The minimum amount of heated square feet for residential improvements is 1,000 heated square feet. The improvement on Lot 33 is exempt from this requirement, but must be completed to Fentress County specifications. A guest house, if any, on the Lot must have at least 800 heated square feet, unless it is tiny house permitted hereunder.

2. No more than two outbuildings or improvements, other than the primary residence, are permitted on a Lot. Tiny homes are permitted in Finn's Retreat, but must be permanently affixed to the Lot, and the entrance to the same must have a site-built deck containing a minimum of 25 square feet. The only approved tiny homes in Finn's Retreat are those found as follows:

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<https://lakesideparkmodels.com>  
Lakeside Luxury Park Models  
17645 County Road 41  
Addison, AL 35540  
800-465-7923  
[info@lakesideparkmodels.com](mailto:info@lakesideparkmodels.com)

<https://designercottages.com>  
Designer Cottages  
5000 Clayton Rd  
Maryville, TN 37804

Greenwood Tiny Homes  
[www.greenwoodtinyhomes.com](http://www.greenwoodtinyhomes.com)  
717-629-1308  
[merlin@greenwoodtinyhomes.com](mailto:merlin@greenwoodtinyhomes.com)  
5172 White Oak Rd  
Paradise, PA 17562

The Developer may, but is not required to, approve other tiny home plans and builders. After the Developer conveys the common area to the Association, the Association may approve other tiny home plans and builders. Permanently affixed tiny homes in Finn's Retreat qualify as a residence, and are not required to meet the minimum requirement for 1,000 heated square feet. The use of tiny homes as recreational vehicles or as not affixed to the Lot is prohibited in Finn's Retreat. In addition to the requirements above, all tiny homes in Finn's Retreat must be permanently connected to the potable water supply and be connected to a permanent septic system, and, additionally, must be underpinned with skirting of materials similar to the home or residence on the Lot, or otherwise placed on a block or cement foundation, which foundation must be covered in stucco, parge or stone. Further, the trailer tongue must be removed, or covered with decking so as not to be seen.

3. Lots 2, 3, 4, 5, 6 and 7, ("Public Road Lots"), are accessed from a county road.
4. Lot combinations, as permitted above according to Paragraph 15, are permitted in both Sawyers Ridge and in Finn's Retreat. However, subdivisions of Lots in Finn's Retreat, as opposed to combinations, are prohibited.
5. The initial Association fees for Lots in Finn's Retreat shall be \$600 per year, except that the Public Road Lots shall be \$200 per year, inasmuch as they do not benefit from the private roads.

IN WITNESS WHEREOF, the DH Development, LLC, has executed this Declaration on the day and date first above written.

DH Development, LLC

By: \_\_\_\_\_

Its: Authorized Representative

State of Colorado )  
County of Denver )

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Devon M. Patsch, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Authorized Representative of DH Development, LLC, and that he as such officer of such company, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of DH Development, LLC, by himself as such officer.

WITNESS my hand and seal of office on this the 7 day of October, 2020.

Susan Wengler  
NOTARY PUBLIC

My commission expires: 11/7/2024

SUSAN WENGLER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124071314  
MY COMMISSION EXPIRES NOVEMBER 07, 2024

BK/PG: 327/307-316  
20003745  
10 PGS: AL-RESTRICTIVE COVENANTS  
TRISH BATCH: 50543 11/04/2020 - 04:39:58 PM  
VALUE 0.00  
MORTGAGE TAX 0.00  
TRANSFER TAX 0.00  
RECORDING FEE 50.00  
ARCHIVE FEE 0.00  
DP FEE 2.00  
REGISTER'S FEE 0.00  
TOTAL AMOUNT 52.00  
STATE OF TENNESSEE, FENTRESS COUNTY  
TRISH SLAVEN  
REGISTER OF DEEDS