

Gray's Creek

Desoto County, Mississippi

BY LAWS and DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

DESIGN REVIEW GUIDELINES



Gray's Creek Development, L.L.C.

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**BY LAWS
and
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR GRAY'S CREEK
DeSoto County, Mississippi**

THIS DECLARATION, made on the date hereinafter set forth by Gray's Creek Development, LLC, a Mississippi limited liability company, hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in the County of DeSoto, State of Mississippi, which is more particularly described in the Plat of Record recorded in Plat Book ____, Page ____ in the office of the Chancery Clerk of DeSoto County, Mississippi, a copy of which is attached as Exhibit "A" and incorporated herein by reference ("Property").

NOW, THEREFORE, Declarant hereby declares that all the Property described in Exhibit "A" is held and shall be held, sold, conveyed, hypothecated or encumbered, used occupied and improved, subject to the following easements, restrictions, covenants and conditions ("Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title and interest in the Property or any part thereof their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof.

Article I - Definitions

- 1.1 "Association" shall mean and refer to Gray's Creek Homeowners Association, LLC, a Mississippi limited liability corporation, its successors or assigns, which Association shall have as its members all of the Owners of Lots within the Property which shall be responsible for the care, management and supervision of the Common Areas within the Property.
- 1.2 "Board" shall mean the Board of Directors of the Association.
- 1.3 "By-laws" shall mean and refer to the By-laws of Gray's Creek Homeowners Association, LLC. , and as the same may be amended from time to time, the provisions of which are included in these Covenants.
- 1.4 "Common Areas" shall mean the dam of Lake 3, all street rights-of-way, and enclosed medians and landscape areas (including the improvements thereto, if any) owned by the Association and street lights and signs which may be located in utility easements all for the common use and enjoyment of the Owners.

- 1.5 “Declarant” shall mean and refer to Gray’s Creek Development , LLC, its specific successors and assigns as designated in a document placed on record in the Chancery Clerk’s Office of DeSoto County which designates such successors and assigns as the party or parties succeeding to the rights of the Declarant hereunder.
- 1.6 “Lot” shall mean and refer to any plot of land designated for the development of a single-family residence as shown on the Plat of Record in Exhibit “A”.
- 1.7 “Member” shall mean an Owner.
- 1.8 “Owner” shall mean and refer to the record owner, (including the Declarant as long as any Lot remains unsold), whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those, having such interest merely as security for the performance of an obligation.
- 1.9 “Property” shall mean and refer to that certain real property described in Exhibit “A”, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association as hereinafter provided.

Article 2 - Property Rights and Easements

- 2.1 “Common Areas”. Declarant shall transfer and convey to the Association and the Association shall accept Declarant’s fee interest in the Common Areas shown as the dam of Lake 3, street rights-of-way, and landscape medians on the recorded Plat together with improvements, street lights and signs. Such real property may be subject to any or all of the following exceptions, liens and encumbrances:
 - (a) The lien of real property taxes and assessments that are not delinquent.
 - (b) Such easements and rights-of-way on, over, or under all or any part thereof as may be reserved to Declarant or granted to any Owner for the use thereof in accordance with the provisions of this Declaration;
 - (c) Such easements and rights of way on, over or under all or any part thereof as may be reserved to Declarant for access to real property contiguous to the Common Areas;
 - (d) Such easements and rights of way on, over or under all or any part hereof as may be reserved to Declarant or granted to or for the benefit of the United States of America, the State of Mississippi, or the County of DeSoto, any other political subdivision or public organization, or any

public utility corporation, for the purpose of construction, erecting, operating and maintaining thereon, therein, and thereunder, at that time or at any time in the future (a) roads, streets, walks, driveways, parkways and park areas, (b) poles, wires and conduits for the transmission of electricity for lighting, heating, power, telephones, television or other purposes and for the necessary attachments in connection therewith, and © public and private sewers, sewage disposal systems, storm water drains, land drains and pipes, water systems sprinkling systems, water heating and gas lines or pipes and any and all equipment in connection therewith;

- (e) The obligations imposed, directly or indirectly, by virtue of any statute, law, ordinances, resolution or regulation of the United States of America, the State of Mississippi or any other political subdivision or public organization having jurisdiction over such property, or by virtue of any organization or body politic created pursuant to any statute, law ordinance or regulations; and
- (f) Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type that would at any time or from time to time create a lien upon such property to secure an obligation to pay money) that would not materially or actually prejudice Owners in their use and enjoyment of such property.

2.2 Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the voting rights and right to use of the Common Areas or any improvements thereon by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations;
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of Owners agreeing to such dedication or transfer has been recorded unless such transfer is mandated by any such governing authority;
- © The right of the Association to adopt rules and regulations for the benefit of the Owners respecting use of the Common Areas.
- (d) This section shall not convey any rights to fish from the dam of any lake

that is common area.

2.3 Other Easements. The following easements are hereby created:

- (a) There is reserved for the benefit of each Lot an easement of maintenance and use to which the entire Development shall be subject for any and all encroachments resulting from roof balcony, deck or wall overhangs and any other causes attributable to the design and construction of residences or other structures, and any and all encroachments resulting from construction errors, lateral shifting or settlement or any other cause, and all encroachments resulting from construction of sewer, water and electrical lines and other utilities.
 - (b) There is reserved to the Association an easement to which the entire Development shall be subject, of entry and of access for the performance generally of its rights and duties as provided in this Declaration. Entry onto any Lot pursuant to this easement shall be restricted to reasonable times and must be preceded by reasonable notice to the Owner, unless entry is required by an emergency.
 - © All rights-of-way licensees, and/or easements within five (5) feet of Lot lines that may be requested or required by any public utility, county water district or like body, including, but not limited to, utility companies, at any time, present or future, for the purpose of providing service to any part of said Development or any adjoining or adjacent subdivision shall also extend to any contractor acting for Declarant who is engaged in the work of constructing the off-site improvements for this and any contiguous subdivision, and who request such rights-of-way, licenses, and/or easements to reasonably accomplish said work of improvements.
 - (d) The Declarant reserves and the Association shall be bound to convey to Declarant, or its designees, any easement requested by the Declarant for the development and maintenance of any portion of the Properties, Common Areas, or proposed Common Areas. Furthermore, if ingress and egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to that Lot Owner's easement or rights of ingress and egress.
- 2.4 (a) The Owner of Lots 12, 13, 19, 20, 21, 22, 23, 24, 33, 34, 35, 38, 39, 40, 43, 44 and 46 shown on the recorded plat shall have exclusive rights to use the lake located on a portion of their Lots. Each such Lot Owner shall be responsible for the maintenance of the lake shore or dam which constitutes a portion of their lot. This shall not apply to the dam of Lake 3 which is Common Area as required by DeSoto County. Improvements to or maintenance expenses of each lake must be approved by a majority of

the affected Lot Owners, and thereafter such expenses will be shared equally by all of these Lot Owners.

- (b) Only the Lot Owners of those lots listed in this section, or their guests(not to exceed 2), may fish on the portion of the shore of the lake which their lot touches. A member of the family of the Lot Owner must be present for guests to fish. No gas motors or boats larger than 14ft may be used. Lot Owners may fish the entire body of water by boat on the lake on which their lot is located.
- © No swimming is allowed in the lakes. No inner tubes, boards, sails or floats are allowed.
- (d) No piers may be constructed.

2.5 Declarant may from time to time in its sole discretion convey additional acreage to the Association and the Association shall accept said conveyance as additions to the Common Areas.

Article 3 - Association Membership and Voting Rights.

3.1 Members. Each Owner, by virtue of being an Owner, **shall** be a Member of the Association. The rights, duties, privileges and obligations of an Owner as a Member of the Association shall be those set forth in, and shall be exercised and imposed in accordance with this Declaration and the Association's Operating Agreement and these Bylaws. The Association shall accept all Owners as Members of the Association. An Owner delinquent in his obligations to the Association shall not be removed because of delinquency but shall at all times remain a Member of the Association. No Owner may withdraw from membership in the Association.

3.2 Classification of Voting Membership. The Association shall have two (2) Classes of voting memberships:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot Owned as of a record date set by the Board for each meeting of Members. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned as of the record date set by the Board for each meeting of Members.

3.3 Authority of Members. At such time as Assessments are levied on Owners in accordance with Article VI hereof, and in addition to any other powers and authority provided in this Declaration, Members of the Association shall have the following authority:

- (a) To elect a Board of Directors.
- (b) To effect necessary amendments to this Declaration in accordance with Article VI hereof.
- © To recall any member of the Board, with or without cause being shown, by affirmative vote of the majority of the Owners at a duly noticed meeting of the Association.
- (d) To subject any action taken by the Board to levy any assessment greater than 115% of the prior year assessments, to be reviewed by the Association. Such review may take place only upon petition to the Board signed by the Owners of at least one fifth (1/5th) of the Lots and delivered to the Board within fifteen (15) days from the notice date of any assessment. Upon receipt of such petition, the Board shall call a meeting of the Association as promptly as practical, and, in the event that a majority of the Members of the Association present at such meeting at which a quorum is present vote to nullify the assessment, such vote shall be binding upon the Board and the assessment shall be limited to 115% of the prior year annual assessments.

3.4 Meetings.

- (a) Organizational Meeting. The Declarant will convey the Common Areas to the Association reasonably near the sale of the first Lot in the Development; provided, however, the Declarant will be responsible for completing all improvements to the Common Areas which may occur thereafter, and may defer the organizational meeting for a period of time during which time the Declarant shall be responsible for all operating expenses and maintenance of the Common Areas.
- (b) Annual Meetings. Following the organizational meeting, annual meetings of the Association shall be held. The sole purpose of the annual meeting shall be to hold elections for members of the Board whose terms are expiring. The time and place of each annual meeting of the Association shall be determined by the Board so long as it is no longer than ninety (90) days after the end of the fiscal year and all Owners are given at least thirty (30) day written notice prior to the meeting date. At all meetings of the Association, fifteen percent (15%) of the then record Members shall constitute a quorum. At all meetings of the Association each Lot shall be

entitled to one (1) vote, except as otherwise provided in Article 3 of the Declaration. Every Member entitled to vote at any election of the Board is entitled to one (1) vote for each of the Directors to be elected, multiplied by the number of votes to which his Lot(s) are entitled. Where a Lot is held of record by two or more persons jointly or as tenants in common or as a partnership, or otherwise, said Members shall designate by written notice addressed to and filed with Board the person from among their number who shall vote for the Lot at all meetings of the Association. Such designation shall be revocable at any time by written notice filed with Board signed by a majority of the persons entitled so to act. The rights of a record Member of any Lot and such powers of designation and revocation may be exercised by the guardian of the record member's estate or by his conservator, or in the case of a minor having no guardian, by the party entitled to his custody, or during the administration of any record Member's estate by his executor or administrator where the latter's interest in said property is subject to administration in his estate. Where no designation is made by the multiple owners of a Lot; the Association shall accept the representation of one of the multiple owners that he has the right to cast the vote for such Lot unless another multiple owner questions that right, in which event neither multiple owner shall have the right to cast the vote relating to such Lot. An Owner may grant another a proxy in form approved by the Board to cast his vote by a writing delivered to the Association. Cumulative voting is prohibited.

- © Quorum. If any meeting of the Association cannot be held because a quorum is not present, said meeting may be adjourned to a time not less than ten (10) days nor more than thirty (30) days later. Written notice of such adjournment and the date and place of the continued meeting shall be given to each Owner no later than seventy-two (72) hours following the date of adjournment. At any such continued meeting, the total number of Members present shall constitute a quorum, regardless of the percentage of the total number of Members present and regardless of the percentage of the total Members of the Association, which are present.
- (d) Special Meeting. Owners representing at least twenty five percent (25%) of the entire membership in the Association may at any time request in writing that the Board call a special meeting of the member of the Association, and in such event, the Board shall call a meeting of the Association at the earliest practicable date. Such written request shall state the matter or matters that the Members desire to discuss at such meeting in accordance with Article III hereof.

Article IV - Authority Of Association.

The Association, for the benefit of the Lots and Owners thereof and acting through its Board of Directors and officers elected by such Board, shall enforce the provisions

hereof and shall have the following powers and duties, to-wit:

- 4.1 To conduct, manage and control the affairs of the Association, and to make such rules and regulations therefore not inconsistent with the law or this Declaration as is deemed in the best interest of the Owners.
- 4.2 To appoint an agent or manager for the Association, and to delegate such of its powers to such agent or manager as may be required for its proper functioning, provided, however, that an agent or manager selected prior to the first annual meeting of the Association, after the initial organization meeting, shall be employed to manage only until the first annual election, at which time the continuance of the same or the selection of another agent or manager shall be determined by the Board.
- 4.3 To contract and pay for out of the Maintenance Fund hereinafter provided the following:
 - (a) Water, sewer, garbage, electrical, telephone, gas and other necessary utilities service for the Common Areas;
 - (b) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;
 - (c) Compensation of such agent or manager of the Association, and for other workmen and personnel as may be employed by the Association;
 - (d) Legal and accounting fees for services necessary or proper in the operation of the Association or enforcement of the restrictions and covenants herein contained;
 - (e) Charges for maintenance and repair of the Common Areas (but not including Lots, which the respective Owners shall maintain), and for such equipment as the Board shall determine is necessary or desirable, and the Association shall have the exclusive right and duty to acquire and maintain the same;
 - (f) Expenses for any other materials, supplies, labor, services, maintenance, or repairs that the Association is required to secure or pay for pursuant to the terms of this Declaration, or by law; or that, in its opinion, shall be necessary or desirable for the Development or the enforcement of these restrictions.
 - (g) Any amount necessary to discharge any lien or encumbrance levied against the entire Development or any part thereof that may, in the opinion of the Board, constitute a lien against the Common Areas, rather than merely

against the interest therein of a particular Owner or Owners, except that where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it;

- (h) Expenses for maintenance and repair of any Lot if such maintenance and repair is necessary, in the opinion of the Board, to protect and preserve the Common Areas, and the Owner or Owners of said Lot have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered personally or by certified mail to said Owner or Owners (the Association, its agents, servants and employees, are hereby given the right and license to enter upon and in any lot for the purpose of making and effecting such maintenance or repair), provided that the Association shall levy a special assessment against the Owner or Owners of any such lot to pay for the costs or expenses arising out of or incident to said maintenance and repair, and assessment therefore;
- (i) Each Owner of a Lot shall be responsible for exterior maintenance, painting, repair and upkeep on his Lot. No exterior maintenance, repairs or replacements or additions shall be commenced on any Lot unless approval is obtained from the Design Review Committee, as hereinafter defined. In the event an Owner of any Lot shall fail to maintain the Lot and improvements in a manner satisfactory to the Board, the Association, after approval by a two-thirds (2/3) vote of the Board, and after reasonable notice to the Owner, shall have the right, through its agents or employees, to enter upon said Lot, and to repair, maintain or restore the Lot and exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject;
- (j) Taxes and special assessments that are or would become a lien on the Common Areas;
- (k) Insurance policy or policies insuring the Association, Board and each and all of the Owners against any liability to the public or to the Owners or any other person resulting from or incident to the ownership, management and use of the Common Areas by the Board, Owners, their invitees and tenants and members of the public. The liability limits under such insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for the total personal injury from any one accident, Two Hundred Thousand Dollars (\$200,000.00) personal injury to one person, Fifty Thousand Dollars (\$50,000.00) for total medical payment for each accident, and Fifty Thousand (\$50,000.00) Dollars for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion). The Board may also obtain such errors and omissions

insurance or other insurance as it deems advisable insuring the Board and each Member thereof against any liability for any act or omission in carrying out their obligation hereunder or resulting from their membership on the Board or any committee thereof.

If any additional insurance is required due to extra hazardous use made of any Lot or because of improvements to any Lot installed by its Owner, which increases the premiums for the required amount of coverage, the cost thereof shall be assessed to the Owner of such Lots. In order to facilitate the provisions for maintenance of adequate and proper insurance, it is contemplated that Declarant may contract for insurance coverage covering the Common Areas as contemplated by this paragraph prior to or concurrently with the first sale or sales of Lots in connection with the financing of such sales, and any obligations or commitment for the payment of premiums or expenses otherwise incurred by Declarant under any such policy or coverage; whether or not the sale is also a personal obligation of the Association and shall be paid for out of the Maintenance Fund as provided herein.

An Owner may purchase such liability insurance as he may deem advisable for his own account and at his own expense, except that the carrying of any insurance individually by any Owner shall not relieve him of the obligation to pay such portion of assessments as may be made from time to time for purpose of paying premiums of other charges on liability insurance carried or contracted for by the Association for the benefit of the entire Development.

- 4.4 The agents of the Association may enter any Lot when necessary in the opinion of such person or persons in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable. The Association, at the expense of its Maintenance Fund, shall repair any damage to the Lot caused thereby.
- 4.5 Nothing herein contained shall be construed to give the Association authority to conduct a business within the Development for profit on behalf of all of the Owners, or any of them, without the concurrence by affirmative vote of a majority of the total membership.
- 4.6 The Association, by a majority vote of its Board, may make expenditures in excess of the ten percent (10%) of its current annual budget only if the expenditure is included in the annual budget established by the Board. This provision does not apply to any expenditure needed on an emergency basis.
- 4.7 The Association shall have the authority and power to enter into contracts with owners and lessees of lands adjoining or near the Development and with

associations having powers with reference to said lands similar to the powers held by the Association. Any contracts so entered into may provide, among other things, for a joint installation, maintenance and repair of facilities benefitting the Development and said other lands, and for the joint retainer of the use of maintenance, professional and management services for the joint discharge of any of the duties of each party to such contract to the extent that the duties so defined shall not be inconsistent with the duties, powers and rights of the Association as herein defined. Without limiting the generality of the foregoing listed contractual purposes, the Association may also contract with such owners, lessees or associations to the end that enforcement of the liens established under Article VI hereof may be exercised by such other owners, lessees or associations in the event that the Board should deem the same to be in the best interests of the Association.

- 4.8 The Association shall have the duty to enforce the provisions of this Declaration, including the duty to seek to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

Article V. - Board Of Directors.

The Association shall be managed by a Board of Directors composed of five (5) of the Members or representative of Members which hold title to a Lot(s) in a corporation or similar form. So long as the Declarant is responsible for the operating expenses of the Association, the Board shall be appointed by the Declarant or its designee, and thereafter shall be elected by vote of the Members at the annual meeting of Owners.

- 5.1 Meetings. Action by the Board shall, unless otherwise stated herein or by law, be by written consent of the Members of the Board as permitted by Mississippi Law or by majority vote of those present at meetings held for that purpose at which a quorum is present.
- 5.2 Meetings of the Board may be held at such times and location as shall be determined from time to time by a majority of the Directors. The Board shall in all events have an annual meeting. Notice of annual meetings shall be given to each Director, personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting unless such notice is waived. Such notice shall specify the date and hour of the meeting and the general nature of the business to be transacted. The first meeting of the Board shall be held as promptly as practicable following their appointment by Declarant or its designee. All meetings of the Board shall be open to all Members except that the Board may designate a part of each meeting as a closed executive session. With prior written approval by the Board, any Member may address the Board at any meeting but shall not be entitled to vote.

- 5.3 Notice of all meetings of the Board shall be given, on the same basis as to the Board, to any Member whose request to present an issue has been approved by the Board.
- 5.4 To constitute a quorum for the transaction of business by the Board, it is necessary that at least three (3) members of the Board be present. Every act or decision done or made by a majority of the Members present at a meeting duly held at which a quorum is present at the commencement of such meeting shall be regarded as the act of the Board, except as otherwise provided herein.
- 5.5 A quorum of the Members of the Board may adjourn any meeting of the Board to meet again at a stated day and hour, provided, however, that in the absence of a quorum, a majority of the Members present at any meeting of the Board may adjourn from time to time until the time fixed for the next regular meeting.
- 5.6 The transactions of any meeting of the Board, however called and noticed or wherever held, shall be a valid as though had a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to holding such meeting, or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the records of the Board or made a part of the minutes of the meeting.
- 5.7 A President of the Association shall be elected at the first meeting of the Board in every year. At the same time the following officers shall be elected by the Board: Vice-President, Treasurer, and Secretary. The President shall preside at all meetings of the Board and all officers shall exercise and perform such other powers and duties as may from time to time be assigned to them by the Board. If there shall occur during any year a vacancy in any office because of death, resignation, removal, disqualification or other cause, the Board shall elect a person to fill the vacancy so created, to serve in such capacity until the first regular meeting of the Board in the following year.
- 5.8 Special meetings of the Board may be called by the President and must be called at the written request of two-fifths (2/5ths) of the votes of the Board. Not less than three (3) days written notice of the meeting shall be given personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Written notice of the time of such meetings shall be given as provided above.
- 5.9 The Board may, by at least three (3) affirmative votes of the Board Members, designate an Executive Committee and such other committee or committees as it may from time to time deem desirable to assist it in the management of the Development. The committees may only make recommendations to the Board, and the Board may not delegate to any committee so created any of the of the

powers and authority of the Board in the authority of the management of the Development. The Board will also appoint members of the Design Review Committee in accordance with Article VII hereof, but the actions of that Committee will not be subject to approval by the Board except in cases of appeal.

5.10 Fiscal Year - The Board shall determine the fiscal year for the Association.

Article VI. - Assessments.

6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, entrance, fence and landscape maintenance; and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual special and emergency assessments, together with such interest thereon and costs of collection thereof as are 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 cost of collection thereof as are 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.

6.2 Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "assessments" or "carrying charges") equal to the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and
- (c) The cost of liability insurance and the cost of such other insurance as the Association may effect; and
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and
- (e) The estimated cost of repairs, maintenance and replacements of the

Common Areas, and any other item the Association may be responsible for.

- 6.3 Notice of Assessments. Except as provided in 6.12 of this Article VI, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the By-laws. Written notice of annual assessment shall be sent to every Owner subject thereto. The due date shall be February 1st of each year. The initial assessment, until changed by the Association, shall be \$1000.00. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.
- 6.4 Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of two-thirds (2/3) of the Board.
- 6.5 Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment is made in good faith.
- 6.6. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied, and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representative and assigns. To evidence the lien of any unpaid and delinquent assessments, the Board of Directors shall prepare a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by a member of the Board and recorded in the Chancery Clerk's office of DeSoto County. The

personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration or the By-laws of any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Mississippi, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots, subject to prior mortgages or deeds of trust upon events, the Association may collect from the said Member interest, costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment, which the laws of the State of Mississippi allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of DeSoto, State of Mississippi, giving notice of the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at this last known address. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, including the statutory right of redemption, homestead, and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Lot and the expenses of litigation, attorneys' fees, and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot any prior recorded mortgages or deeds of trust (unless sold subject to said mortgages or deed of trust); and third, to the payment of all amounts due to the Association under the terms of the Declaration; and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any

default in the payment of any assessment, the Board of Directors shall have right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default. The Association may enforce its lien by whatever means available, including the power of sale granted herein or filing suit for foreclosure in the appropriate court.

All rights, remedies, and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of these Covenants shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by these Covenants or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

- 6.7 Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:
- (a) General and special assessments for real estate taxes on a Lot; and
 - (b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.
- 6.8 Subordination and Mortgage Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of foreclosure. Any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Owners as a common expense, including the purchaser at

foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Paragraph 6.08 shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

- 6.09 Additional Default. Any recorded first mortgage secured by a Lot in the Development may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but the failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Paragraph 6.08 of this Article shall not be altered, modified, or diminished by reason of such failure.
- 6.10 Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.
- 6.11 Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, upon conveyance of the Common Areas to the Association and a subsequent date selected by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. After the organizational meeting, the assessment shall be fixed by the Board of Directors as set out in 6.03 of this Article VI.
- 6.12 Annual Report. Within sixty (60) days after the end of each fiscal year, the Board shall have prepared and made available to all Owners, a statement of cash income and expenditures, and reserve balance for the Association as of the end of such fiscal year.

Article VII. - Design Review and Control

- 7.1 Design Review Committee. A Design Review Committee ("Committee") is hereby established. The initial Committee shall consist of the Declarant or his designees who shall serve for a period of the latter of five (5) years or 100% of the Lots are sold, or until they resign from the Committee by written notice to the Board of Directors. Upon the expiration of the latter date as defined above, or the earlier resignation of the Declarant or his designee, the Board of Directors shall then appoint the members of the Committee, which shall be composed of four (4)

individual Lot Owners. The affirmative vote of a majority of the membership of the Committee shall be required to adopt or promulgate any rule or regulations, or to make any findings, determinations, ruling or order, or to make any permanent authorization or approval pursuant to directives or authorizations contained herein.

- 7.2 Approvals Necessary. With the exception of Declarant, no structure of any kind or nature (including but not limited to buildings, outbuildings, fences, and swimming pools) or any hedge, fence or barrier shall be commenced, planted, erected, placed, moved onto, or permitted to remain on any of the Lots within the Development, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the prior written consent of the Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Committee. **All submissions must be in compliance with the Gray's Creek Design Review Guideline Handbook, such Handbook being incorporated herein by reference and made a part hereof as if included and copied herein in total.**

- 7.3 Rules and Policies. Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

The Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Specific rules, policies and procedures are included in the Handbook.

- 7.4 Enforcement. If any structure, hedge, fence or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Committee any such structure, fence or barrier so altered, erected, placed or maintained upon any lot in violation hereof shall be removed or altered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps

towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the office of the Chancery Clerk of DeSoto County, Mississippi.

Any agent of Declarant or the Committee may, at reasonable times, enter upon, and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such person shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot in the Development shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by the Association or any Owner to enforce by any such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Committee, the Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specification, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be evidence that all structures and the use or uses described therein comply with all the requirements of these Covenants and all other requirements as to which the Committee exercises any discretionary or interpretive powers.

- 7.5 Right of Appeal. So long as the Declarant or its designee is the Committee, its decisions will not be subject to appeal. Following the resignation of the Declarant or its designee and appointment of the Members of the Committee by the Board, an Owner may appeal a decision of the Committee to the Board by filing a petition in writing within ten (10) days after being notified in writing of said decision stating the reasons for the appeal. The Board shall have the right and authority to review the matter, and shall either confirm, modify, or reverse the Committee's decision. The decision of the Board shall be final and conclusive.
- 7.6 No Liabilities. The Committee, the Board, and the members thereof shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on

account of the approval or disapproval of any plans, drawings and specifications, whether or not defective, the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, or the development of any Lot within the Development.

Article VIII. - Restrictive Covenants

- 8.1 All Lots in the Development (other than the Common Areas) shall only be used for residential purposes, and no structure shall be erected on any one Lot other than one single family residence, a permitted detached garage, a permitted outbuilding, and a swimming pool. No above ground pools are allowed. Each residence must have a least a double garage and no more than a three (3) car garage.
- 8.2 No single Lot may be subdivided into two or more Lots for the purpose of building another dwelling.
- 8.3 Building setbacks will comply with local ordinances, but in no event will be less than the setback shown on the recorded subdivision plat. In the event that one building is constructed on two adjoining Lots, the setback restriction shall not apply to the interior lot line between such two Lots.
- 8.4 The minimum heated area for each dwelling (exclusive of garages) shall be 3500 square feet. All windows must have window treatments of uniform design with white or light neutral color to the exterior. Interior shutters must be approved by the Design Review Committee.
- 8.5 No portable storage buildings are allowed. All permanent storage buildings shall be approved by the Design Review Committee. No vehicle, recreational vehicle, boat, camper or trailer of any kind may be parked on any Lot unless it is stored in an enclosed structure. No garage or permitted storage shall be used on any Lot at any time as a residence either temporarily or permanently. The moving of any existing building onto a Lot is prohibited. No trailer, mobile home or modular home will be permitted.
- 8.6 The Owner and his contractor/builder must provide dust abatement and erosion control measures during construction.
- 8.7 No fence or wall may be erected on any portion of any Lot between the front of the residence and the street. On corner Lots no fence or wall may be erected on a side yard within the required front setback from a public street. No fence, wall, or hedge may be erected within or across a natural drainage or easement. No electric or barbed wire fences will be allowed on any Lot. Where visible from a

public street, and on rear and side lot fence material will consist of wood, brick, stucco or other material approved by the Design Review Committee and shall not exceed six (6) feet in height.

- 8.8 No commercial operation, drilling, mining, obnoxious or offensive trade or activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or which would violate local, state or federal environmental rules, regulations and laws. Vegetable gardening shall be allowed only to the rear of the home and may not be visible from the street. No animals, livestock, or poultry of any kind shall be raised, kept or bred on any Lot, except dogs, cats, and other household pets(not to exceed three) which may be kept provided they are not kept or bred for any commercial purposes. No part of a residence may be used for the purpose of renting rooms.
- 8.9 All sidewalks and driveways visible from a public street will be washed pea gravel concrete. The location and design of all mailboxes shall be chosen by the Design Review Committee. All lettering shall be uniform and chosen by the Design Review Committee. No decorations, except for holiday themes, may be affixed or attached to any mailbox.
- 8.10 All equipment, garbage cans, service yards, mechanical equipment, swimming pool pumps and filters, woodpiles or other accumulations shall be screened by adequate planting or fencing so as to conceal them from view from streets and other houses. All rubbish, trash or garbage shall be regularly removed and shall not be allowed to accumulate, during construction and all other times.
- 8.11 Owners of unimproved Lots will maintain the Lot, including removal of trash and periodic mowing during the growing season so that grass does not exceed twelve inches (12") in height.
- 8.12 No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 12 square feet per side advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period.
- 8.13 No vehicle of any kind shall be kept on the lot unless it displays a current license plate and a current inspection sticker, except equipment used for maintenance of the property of the Association. No commercial vehicle with gross weight in excess of 15,000 pounds shall be permitted in the Development, except to make commercial deliveries. No vehicles with any lettering on the sides may be visible and must be in an enclosed garage(except for service vehicles temporarily present). No vehicle or other items may be set out for sale.
- 8.14 All telephone, electric and other utility line connection between the main and

primary utility lines and the residence and any other permitted buildings shall be located underground so as not to be visible.

- 8.15 Gray's Creek is intended to be and shall remain a low density, rural development which utilizes road ditches and natural streams to convey storm water. It is not the intent of Declarant to ever improve these ditches or streams in any manner other than as required by any governing authority. Therefore, each Owner is to maintain said ditches and streams so as to prevent erosion and to convey the storm water and natural runoff in such a manner not to cause a problem upstream or downstream of their lot. Owners must take each and every step necessary to control erosion and runoff during construction on each lot. All existing surface drainage must be maintained. Swales may be constructed to prevent drainage directly onto buildings but in no case shall surface drainage be diverted or obstructed to prevent the shared sheet surface drainage from entering into or through any lot by means of fence, barrier or grading.
- 8.16 Declarant reserves to itself the right to impose additional, separate and more stringent restrictions on any Lot at the time of its sale.
- 8.17 Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period or the sale of said Lots, upon such portion or the premises as Declarant deems necessary, such facilities, as in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, but without limitation, a business office, storage area, construction yard, signs, and sales office.
- 8.18 All seasonal lighting and decorations must be removed no later than two(2) weeks after the applicable holiday.
- 8.19 All exterior gas tanks must be placed underground.
- 8.20 There shall be allowed only one (1) nuclear family and one (1) head of household in each residence.
- 8.21 Failure to comply with any rules, regulations, requirements, design restrictions or controls in these Covenants and Design Review Guidelines, by any Owner, Contractor, Builder or Subcontractor, shall result in a fine in an amount deemed appropriate by the Declarant (and subsequently by the Design Review Committee). Such fines shall become an assessment against the Owner's Lot as set out in the By Laws if not paid in full within thirty (30) days of assessment.

Article IX - Repair and Restoration

- 9.1 General. Notwithstanding the provisions for insurance in Section 4.3, the Association and the Owners are under the obligation of maintenance, repair and

restoration set forth as follows, provided, however, that all expenses to the extent covered by insurance shall be paid from such insurance proceeds.

- 9.2 Owners. The Owner of each Lot shall maintain at his sole cost, and in the case of damage or destruction shall repair or restore, the interior or exterior of his residence and his Lot. All such repair or restoration shall be done substantially in accordance with the original plans and specifications and must be approved in advance by the Design Review Committee. In the event an Owner shall fail to properly maintain, repair or restore such areas after written demand from the Association, the Association shall have right to cause said work to be done with the cost thereof to be assessed against the owner as provided in 4.3(I).
- 9.3 Association. The Association shall have the obligation to maintain at its expense, and in case of damage or destruction shall repair or restore at its expense, promptly after such damage or destruction occurs, the Common Areas and all improvements thereon.
- 9.4 Total Destruction. If the improvements on the Common Areas are substantially or totally destroyed, the Association shall restore the improvements as nearly as possible to their condition immediately prior to their destruction.

Article X - General Provisions

- 10.1 Audit. Beginning in the first year of annual assessments, any Owner may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Association.
- 10.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Development. Failure to enforce any provision hereof shall not constitute a waiver of the right to subsequently enforce said provision or any other provision hereof.
- 10.3 Severance of Interests. The component interests of a Lot, including the ownership of the Common Areas, and any easements granted, may not be severed, or separately sold, transferred or conveyed or subjected to any lien or encumbrance. Any sale, transfer or conveyance of, or lien or encumbrance or claim against of affecting any Lot shall cover and include the entire Lot.
- 10.4 Partition. There shall be no administrative division, judicial partition or subdivision of the Common Areas or any Lot, nor shall Declarant or any person acquiring any interest in the Development or any part thereof or any lot, seek any such administrative division, judicial partition or subdivision thereof; provided, however, that if any Lot shall be owned by two or more Owners as tenants-in-common, or as joint tenants, nothing contained herein shall be deemed to

prevent a judicial partition as between such Owners so long as such judicial partition does not result in a physical partition. Nor shall there be any joining or alteration of any lots by anyone other than Declarant once the plat has been filed.

- 10.5 Amendment. Except as otherwise expressly provided herein, the provisions of this document may be amended by an instrument in writing signed and acknowledged by seventy-five percent (75%) of the Owners, which amendment shall be effective upon recording in the Office of the Chancery Clerk of the County of DeSoto.

Notwithstanding anything herein contained to the contrary, the Declarant reserves the right for a period of five (5) years from the date hereof to unilaterally amend this Declaration to the requirements of any governmental agency, federal, state or local.

- 10.6 Effect of Violations on Liens. No breach of any of the terms or conditions of this Declaration shall defeat or render invalid the lien of mortgage made in good faith and for value.
- 10.7 Invalidity of Any Provision. In the event any condition or restriction herein contained be invalid or held invalid or void by any court of competent jurisdiction, such invalidity or nullity shall in no way effect any other condition or restriction herein contained.
- 10.8 Binding Effect of Covenants, Conditions and Restrictions. Each Owner and any successor in interest to said Owner takes his right, title, interest and estates subject to all of the covenants, conditions and restrictions set forth in this Declaration, and agrees to perform and be bound thereby. The covenants, conditions, restrictions and burdens imposed hereby constitute a general scheme for the benefit of each Owner in the Development, and will be imposed upon the first Owner of any Lot by express reference thereto in the deeds they receive from Declarant and will flow with the land to any subsequent owners. Said covenants, conditions and restrictions may be enforced by the Board or by any Owner or any combination of Owners for any violation or threatened violation by proceedings at law or in equity against the person(s) violating or attempting to violate same, either to prevent such violating or to recover damage for such violation. Said covenants, conditions and restrictions herein are intended to and shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and are intended to and shall be binding upon any and all future Owners. Each Owner is responsible to deliver his/her copy of this document to any new Owner upon sale of his/her Lot, prior to or at closing.
- 10.9 Duration. All of the limitations, restrictions, covenants, and conditions of this Declaration shall continue and remain in full force and effect at all times with respect to the property, and each part thereof, included within the Development,

to the Owners and to the Association, subject to the right to amend as provided for in Paragraph 10.05 (Amendment), for a period of twenty-five (25) years; provided, however, that unless within one (1) year prior to the expiration of said twenty-five (25) year period, there shall be recorded an instrument directing the termination of this Declaration, signed by the Owners of not less than three-fourths (3/4) of the lots, the Declaration for the Association in effect immediately prior to the expiration due shall be continued automatically, without any further notice, for an additional period of ten (10) years and thereafter for successive period of ten (10) years unless within one (1) year prior to the expiration of any such period this Declaration is terminated as herein provided.

- 10.10 Non-Waiver Breach. The waiver of a breach of any of the covenants, conditions and restriction hereof shall not be construed as a waiver of any succeeding breach or violation thereof or of any other covenants, conditions or restrictions.
- 10.11 Attorney's Fees. In the event the Board or any Owner or Owners shall bring legal action against any other Owner to enforce the terms, covenants, conditions and restrictions of this Declaration, and they shall be the prevailing party in said lawsuit, the Court shall award them reasonable attorney's and court costs.
- 10.12 Successors. This Declaration shall be for the benefit of and be binding upon the heirs, legatees, executors, devisees, administrators, guardians, conservators, successors, purchasers, lessees, encumbrances, donees, grantees, mortgages, lienors, and assigns of and from the Owners.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this _____ day of _____, 2007.

Gray's Creek Development, LLC
A Mississippi Limited Liability Company

By: _____

State of Mississippi
County of DeSoto

PERSONALLY appeared before me, the undersigned authority in and for said County and State, on this the _____ day of _____, 2007, within my jurisdiction, the within named _____, who acknowledged that he is Manager of Gray's Creek Development, LLC, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My Commission Expires:

(Seal)

Gray's Creek
Desoto County, Mississippi

Design Review Guidelines

FOUNDED - 2007

Developer:
Gray's Creek Development, L.L.C.

Notice

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These guidelines are subject to change without notice at the discretion of the developer. Property owners, contractors, homeowners, etc. are responsible for obtaining and adhering to the latest version of these guidelines.

DOP-04.17.07-01
Published by:
UrbanArch Associates, P.C.
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Design Review Guidelines

Maintaining architectural harmony will give Gray's Creek its unique character and will ensure that the beauty and spirit of its streetscapes and natural environment provide a neighborhood of lasting value and timeless grace.

Gray's Creek is more than just another subdivision. It has been crafted and influenced by a desire to recreate those principled experiences and places in our past which lifted the spirit and spoke to the soul. It is a new community which is patterned after the rich, traditional vernacular of the local area and seeks to create special places and experiences that strengthen the individual, family, and community.

Intent

The following document is presented as the Design Review Guidelines (DRG) for Gray's Creek. The intent of this DRG is to ensure that the buildings designed and built in Gray's Creek are compatible with the historic architectural context and craftsmanship of this regional area. It has been written to promote a sense of coherence and order in this new neighborhood. The goal is to promote creative design solutions while ensuring compatible design character throughout the development. It is the responsibility of each homeowner, architect, designer, and builder to become familiar with, and understand, these Design Guidelines prior to submitting plans for approval. Only those design solutions which adhere to these Design Guidelines and development themes will be approved by the Design Review Committee.

Adaptation of these guidelines, as well as variances, will be considered based on architectural merit and must be approved in writing by the Design Review Committee.

Also, please note that these Guidelines are meant to strengthen the aesthetic character of the development. Compliance with governing building codes shall take precedence over these guidelines. Should contradictions arise, the designer / homeowner shall inform the Design Review Committee and a solution will be reached. Compliance with these Guidelines does not exempt a building/owner from the responsibility of conforming to other applicable codes and regulations. The most restrictive regulation or standard shall control.

Please note this is only a description of minimum requirements. It is not the intent of the Developer or the Design Review Committee (DRC) to use this document as a grade book in determining the appropriateness of a particular home plan. Rather, it should be used more specifically by the potential home owner before the design or selection of a home plan begins. This will narrow the search to those homes which are the most appropriate for Gray's Creek.

This is a working document and is subject to change. All updates will apply to those home plans that have not received Sketch Review approval as of the date of such update. Variances to these Design Guidelines may be applied for and granted on the basis of architectural merit.

Design Review Committee

The Design Review Committee (DRC) has been put in place by the Developer to evaluate and make recommendations on the project's development as it relates to these Guidelines. It shall govern the design review process and its implementation in the development. The DRC shall hire consultants such as architects, landscape architects, or other professional consultants as necessary to assist the DRC in performing the duties described within these guidelines.



Limitation of Liability

The Design Review Committee, Board, and Developer (as well as any of their members or consultants) shall not be held liable for any damages to any current or perspective Owner who submits plans for review and approval according to these Guidelines. This includes but is not limited to the following:

1. The approval, disapproval, or failure to act on a submittal.
2. Enforcement or failure to enforce any part of these guidelines, to Owner or any other owner.
3. The construction or manipulation of any improvement to adjacent properties or public space.

The review and comment on any submittal or application is based on an aesthetic and compliance evaluation. The Developer, Board, as well as the Design Review Committee shall not be held liable for ensuring the marketability or value of any particular parcel, public space, or the development as a whole. Neither the Developer, Board, or Design Review Committee nor any of their members shall be held liable for any injury, damages, or losses arising out of the submitted plans or review process.

Neither the Developer or the Design Review Committee warrants the accuracy or suitability of any referenced material, standard, system, or recommendation and shall be held harmless in connection with the use of this information, along with any addendum thereto, by any person or entity.

By submitting plans for review, the applicant or Owner acknowledges and agrees not to seek damages against the Developer, Board, or the Design Review Committee nor any of their members. Also, each applicant or Owner shall release and hold harmless the Developer, Board, and Design Review Committee along with any of their members from any and all liability, including attorney's fees and court costs incurred, resulting from any approval, rejection, or recommendation.

Architectural Standards

Design Vocabulary:

All structures shall be designed using a traditional approach to both massing and material detailing. The design tradition appropriate for Gray's Creek has its precedence in the "Southern vernacular" and/or "European" styles. These Guidelines have been written to encourage an elegant simplicity in the architecture in which quality of detail and materials is emphasized.



Design Services:

Not all plan providers are created equal. It is essential that design services are provided by those who understand the historic precedence and vocabulary of the approved styles. Those providing design services must also have the proper level of experience and skill needed to accurately document all necessary details and finishes. **The success of a residential development is dependent in critical part on the abilities and integrity of the firms and individuals which construct the homes in the development. Therefore Gray's Creek Development, L.L.C. is vested with and reserves the absolute right to approve for use any and all general contractors who build homes in the development. Any Owner, being either the original or subsequent purchaser, must obtain such approval in writing prior to commencement. Approval shall be requested at the time of Pre Design Consultation (See Design Review Process section).**

General Requirements:

Owners and builders should refer to the recorded Final Plat and Covenants (of which these Guidelines are a part) for additional information, conditions, and restrictions. Owners shall have eighteen months (18) from the date of groundbreaking in which to fully complete all construction and landscaping. Completion date shall be the date of final inspection and approval by the governing authority (DeSoto County initially). If final inspection approval is

not obtained within the said time period, a fine of One Thousand Dollars (\$1,000.00) per month shall be imposed on the Owner until such time as final inspection approval is achieved. Any fine imposed shall be paid within thirty days of written notice being received. If not paid, the total fine shall become a lien on such lot. (See covenants for liens.)

Anything on the exterior of the home must be approved by the Gray's Creek Design Review Committee.

Orientation on site:

Relationship to adjacent homes is critical to maintain proper street elevation lines.

Home Style:

The design tradition appropriate for Gray's Creek has its precedence in the "Southern Vernacular" and/or "European" styles. The historic Southern styles should reflect the vernacular character of the southern region.

Finish Floor Height:

The finish floor height or distance from grade to the top of the first floor foundation is to be a minimum of 24 inches above finish grade along the entire front of the house.

Garage Design and Siting:

All garages must hold a minimum of two and a maximum of three cars. There must also be a minimum of one guest parking space exclusive of the garage for every lot. All garage doors must be "dressed-up", or trimmed with wood and appropriate hardware, to resemble carriage doors. Accurate elevation and detailing of garage door condition(s) and color shall be submitted with plans for review.

- **Garage and Parking Configuration**

The garage and parking configuration should not overwhelm the architectural character of the home.

- **Street Garage - Access Lots**

Garages shall be located to the rear of the lot to the extent possible. Where attached to the house, the face of the front access garage doors shall be recessed a minimum of 14 ft. behind the primary façade. Garage doors shall not face any street.



Garage doors shall be a minimum of 7 ft. tall by 8 ft. or 9 ft. wide with a minimum 16 inch divider between doors. Garages with garage doors 14 ft. min. behind the primary façade shall have (2) max 9 ft. wide garage doors. Garage doors greater than 24 ft. behind the primary façade or which are not parallel with the street may be 18 ft (max) wide.

Minimum of one (1) exterior decorative light fixture 75 watt maximum, located at a height of 9 ft., shall be provided above each garage door. Additional flood lights are permitted at the rear elevation, but shall be mounted no higher than first floor plate height and shall be aimed within the yard.

Driveway width shall be reduced to 12 ft. before intersecting the street.

Careful placement of the garage will help to enclose a privacy area in the rear or side yard. This privacy area creates an ideal enclosure for a patio or garden that flows from the interior living space.

Residential Fencing Elements:

The Gray’s Creek Design Review Committee must approve all fence, hedges and wall designs. Fences and walls shall be architecturally compatible with the design, materials and colors of the principal house on the same lot. All fences and walls shall be designed so that the finished side faces outward from the property on which it is located.

If required, retaining walls shall be brick or natural stone and must be approved by the Gray’s Creek Design Review Committee.

Typical shadow box fences, chain link fences, vinyl fences, overly detailed or awkwardly detailed fences are inappropriate and are not allowed.

Fences in front yards are not allowed. The street side of corner lots may have a non-solid fence provided that its height does not exceed 4 ft. and its location is a minimum of 18 inches behind the sidewalk edge. Fence posts and gateways may have a maximum height of 4 ft., 4 inches. Taller features, such as trellis entryways are encouraged, but shall require approval from the Gray’s Creek Design Review Committee.

Side yard privacy fencing on the street side of corner lots may be up to 6 ft. high with the lower 4 ft. solid and the upper 2 ft. 50% open. The fence shall be placed on or behind the side yard setback line and shall not be placed forward of the back of the main house. Side yard fences along green space shall satisfy the above criteria, but may be placed on the adjoining property line behind the main body of the house. Fence height may not exceed 4 ft., 4 inches within 10 feet of the intersection of the street and alley right-of-way. Fences along an alley shall be of complementary, but simplified, design quality to the front and side yard fences and shall not exceed 6 ft. total height. On a corner lot, fences along the alley may have the bottom 4 ft. solid with the upper portion 50% open.

All wood fences shall be cedar.

The finish side of the fence shall face out to streets, alleys, or public open space. On side yard fences between lots, fences may be up to 6 ft. tall and 100% solid.

All fasteners used to construct fences shall be hot dipped galvanized or stainless with an anodized finish.

Privacy fences between houses shall not be built in the front façade zone.



Streetscape Elements:

A variety of house facades with porches, projections, and recesses of different sizes may be used to help create a unique streetscape character.

The space between a fence and the rear property line, or adjacent to alleys, shall be 5’ min. landscape with grass, ground cover, and a minimum of one appropriate large maturing shade tree (3 inch caliper) per lot. Shrubs are encouraged.

Veneer / Cladding:

Building veneer is to be one or a combination of the following:

- 1) Horizontal lap, or vertical siding in wood (redwood / cedar) or smooth face Hardiplank or approved equal.
- 2) An approved wood mold brick or simulated wood mold brick with an approved mortar color. Brick veneer may also be painted, parged, or slurried. All paint and mortar colors must be submitted for approval.

Brick Veneer:

All brick, stone and mortar schemes must be pre-approved by the DRC.

Flashing:

All exposed metal flashing must be copper. Exposed galvanized or aluminum flashing is not allowed.

Flood Lights:

Security / flood lights shall not be visible from the street or a public way. Decorative soffit lighting is not allowed. Appropriate up-lighting is encouraged to illuminate the front façade of the home.

Columns: All columns should be properly proportioned. The appropriate column order and accompanying home style should be studied carefully. Appropriate combinations may be found in period home publications. Also, proper column placement is essential. The top of the column shaft must align with the finished face of the beam above. (Ex: if the top of the column shaft is 10", the finish width of the beam above must also be 10" etc.).

Foundation Walls: Must be veneered in either brick or stucco over block. All foundation walls are to be a minimum of 24" above finish grade at front elevation. All foundation vents shall be painted metal and appropriately sized to foundation wall height. Any material or surface directly behind foundation vents shall be painted black.

Ceiling Heights: The ceiling heights on the first floor shall be a minimum of 10'-0" while the ceiling heights on the second floor shall be a minimum of 9'-0".

Exterior Walls:

Any wall area consisting of more than 250 square feet must contain at least one (1) opening (ex. Window, door, fixed shutter panel).

Environmental Protection:

All reasonable measures shall be taken to maintain existing trees and preserve the existing natural vegetation on each site. Construction activities shall be limited to an area not more than 5 to 6 feet from the exterior wall of the buildings. Construction materials shall be stored on site in the area planned for control and proper maintenance. All natural areas shall be temporarily fenced during construction and cleaned regularly of all windblown trash.



Mailboxes:

See Developer for approved supplier list and design standard.

Satellite Dishes:

Dishes may not be located at the front of the house. Dishes cannot be more than 24" in diameter. Location of satellite dishes must be approved by the Gray's Creek Design Review Committee.

Landscaping:

Landscaping plans must be approved by the Design Review Committee. All landscaping must be completed within 2 weeks of completion of the house. All landscape plans must be prepared by a Landscape Architect or Designer in good standing.

In general, all landscaping in Gray's Creek shall be of adequate size and proper proportion. The landscape design should be designed as gardens and courtyards with emphasis being put on those areas accessible or visible from pedestrian walk ways. Approved sod shall be laid, on smooth base with no gaps, in all lawn areas. All planting beds shall be bordered as required to prevent the grass from spreading into the bed. Mature plants must be used for all installations. Irrigation systems for all front and side yards and all bedding must be installed. The Design Review Committee may request a landscaping plan prior to the beginning of construction. A complete plan must be submitted to the Committee for approval. The plan must be submitted on 24"X36" paper showing all plantings, size of plants, type of mulch, type of ground cover, edging material, width of driveway areas, sidewalks, drainage, and all pertinent information to a complete landscape plan.

Site Elements / Hard Scope:

- Driveways and Walks - These hard surfaces must be of 4,000 psi concrete with a washed pea gravel finish. They must also have properly placed expansion joints. Asphalt drives are NOT allowed. Contractors / Property Owners shall verify, with the Developer, whether or not sidewalks are required on their particular lot. The Contractor / Property Owner shall be responsible for the proper installation of these sidewalks and shall coordinate required layout / design criteria with the developer. All sidewalks shall have a washed pea gravel finish to match driveways. Where required, driveway culvert sizes shall be determined by the culvert table on the plat.
- Curbs – Verify style / design specifications with Developer. The owner / contractor shall be held responsible for any damage, whatsoever, to the curbing along their site during or after construction. In the event damage occurs, the owner / contractor shall repair the curb, at their expense, to its original condition, both in design and finish.
- Lighting - Small low voltage task fixtures at or near grade in black, green, or copper. Solar powered fixtures are not allowed.
- Decks - Decks shall be located only in rear yards and shall be no higher than the first floor finish floor height. Decking may be 5/4 x 6 treated pine or Trex. Decking shall be laid with a continuous border on all sides with no exposed ends. Deck design and layout must be submitted to the DRC for review prior to installation.
- All utilities shall be underground.

Water Management:

All contractors shall maintain proper drainage and grade to provide no negative effect on surrounding home sites. The contractor is responsible for cleaning up any mud, gravel, or other run-off intruding on any street or adjacent property.

Outbuildings:

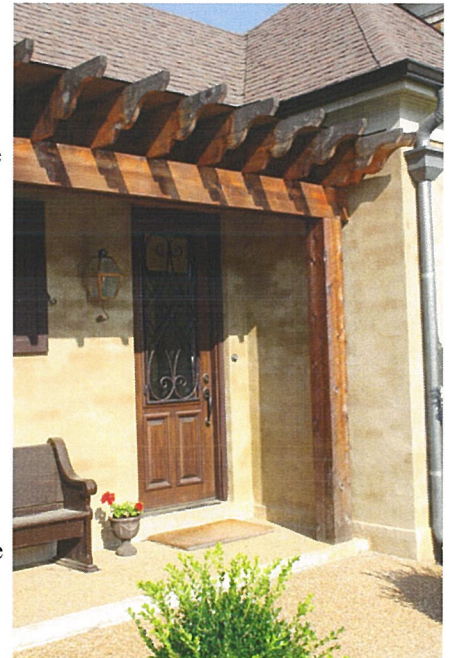
Pool houses, gazebos, cabanas and outbuildings are permitted only with the approval of the Design Review Committee. All outbuildings must be constructed of the same building materials and detailing as the primary dwelling and their plans must be reviewed and approved by the Design Review Committee before construction. All buildings and other structures erected upon any lot will be of new construction, and no buildings or structures will be moved from other locations onto the lot. Temporary, pre-fabricated, or modular outbuildings are not permitted.



- Material – All doors visible from a public way or street shall be stain grade wood or approved equal. Windows shall be wood or wood framed with aluminum / vinyl cladding. All exterior doors shall be plank and panel; no flush panel. Doors with ¾, ½, or full lite glazing are allowed. Mahogany entry doors are highly encouraged.
- Trims - 2 x 2 minimum / 2 x 6 maximum. Brick mold is required at all masonry wall openings.
- Screens and Storm Windows - All screens and storm windows shall be integral to the window unit. All screens shall be copper or black vinyl. No screens, storm windows or doors allowed on front elevation openings.

Roofs:

- Configuration - All principal roofs shall be simple symmetrical hip or gable with 6/12 min. and 16/12 max. pitch unless otherwise approved by the DRC.
- Material - Approved roofing material is to be at least 25 year dimensional (architectural) shingles in an approved color. Standing seam metal roofing, slate or approved simulated slate will also be allowed.
- Overhangs - No vinyl materials may be used. All soffit venting shall be 2 inch continuous venting or perforated “Hardisoffit” panels. No box vents shall be used.
- Dormers - These shall be appropriately proportioned, hip or gable, with a minimum 6/12 pitch. They shall be glazed a minimum of 90% of their front face and must be open to the interior roof area beyond. Roof ventilation dormers are permitted only on the side and rear elevations and must be vented a minimum of 90% of their face. Dormers shall have minimum overhangs and eaves. Stucco or ‘Hardie Panel’ is recommended in dormer gables. Siding is not allowed.
- Penetrations - All roof penetrations, other than chimneys, shall be placed out of view from a public way and shall not be visible from the front or side of the home. Penetrations shall be painted to match roof color.



Attachments:

- Chimneys - All chimneys shall have masonry, or stone veneer. No lap siding or stucco board may be used. Chimneys shall be the minimum height allowed by the building code. Spark arrestors must be covered / hidden with approved cap. Unpainted terra cotta, copper or slate chimney caps are encouraged.
- Bays - Bays shall be wood and shall be glazed a minimum of 80% their width. Second floor bays shall be supported by a first floor bay or by exposed brackets or cantilevered beams. Bays are not allowed on the front of the house.
- Shutters - Shutters shall be sized to cover its respective opening. All hardware shall be provided including hinges, latches, and shutter dogs or hold backs. Shutters shall be wood or synthetic proportioned to simulate wood and be painted or stained. They may be side hinged louvered, paneled, or plank. Louvered shutters must have blades that are at least 2.5” wide with a min. 2” exposure. Shutters may not be bolted, fastened, or glued directly to the wall surface.
- Crawl Space Vents - All crawl space vents shall have a wood or metal grille. Insect screens should be used behind grilles on conventional foundation walls systems. Surfaces directly behind grilles shall be painted black.
- Mechanical Equipment - HVAC units, utility meters, connection boxes, satellite dishes (18” max. dia.), etc. shall be placed in the rear or side yards out of view from a public way, street, or front of the home. HVAC units shall be screened from public view, where necessary, with landscaping or approved fencing or wall. Mechanical equip. may not be located at side yards facing a street or public way.
- Trash Enclosures - Trash containers shall be placed in an approved enclosure / screen (42” high min.) located at the rear of the house on the driveway side.
- Gutters & Downspouts - Location must be considered carefully to be the most visually non-offensive. Unless used as a design feature, the goal is to place downspouts in such a way that they do not stand out or draw attention to themselves. Gutters shall be pre-finished ogee profile or half round with round down spouts, galvanized metal, painted to match background color. Down spouts shall terminate at some form or erosion control.

requirement also applies to repairs, repainting, maintenance and remodeling.

Elements not permitted

The following is a list of elements or features that are not allowed in Gray's Creek

- window a/c units
- exterior florescent lighting
- solar powered landscape lighting
- soffit / cornice lighting visible from a public way
- skylights visible from a public way
- turbine attic ventilation units
- antennas (dishes with a 24" min. dia. hidden from public view are allowed)
- decorative flags (properly displayed American flags are allowed)
- concrete statuary visible from a public way
- plastic furniture or artificial plants visible from a public way
- asphalt or gravel drives
- No in-ground flag poles

The Design Review Process

Policy:

The design review process at Gray's Creek exists to ensure that all new homes are built in compliance with Gray's Creek Design Guidelines. No home or structure of any kind shall be built, modified, added to, or renovated without first going through this process. The Gray's Creek Design Review Committee (DRC) exists to review submittals for compliance with these Design Guidelines in order to maintain the Developers aesthetic as well as thematic intent.

At the time of initial submission of any plans or documents to the DRC, the Owner shall present to the DRC a bank letter of credit stating that such Owner has the financial ability to build and complete the design being submitted.

Gray's Creek, the Developer, and the Design Review Committee are not responsible for the following:

- The structural integrity of the home design
- Soil bearing capacity
- Compliance with applicable building codes
- Compliance with governing laws, regulations, ordinances, and safety regulations
- Quality of work of a contractor / builder, architect, or designer
- Home appraisal value

The Gray's Creek DRC shall have thirty (30) days to review each submittal and shall have the option to charge a fee for the review process. The submittal will be returned as Approved, Approved With Conditions, or Disapproved. If a submittal is returned "Approve with Conditions" the architect or home designer may proceed to the final review stage as long as the required changes are made. If a submittal is returned "Disapproved", the architect or home designer must revise the submittal and resubmit for review. No construction or dirt work may commence without a Letter of Approval from the DRC. When a home design receives final review approval, the owner may proceed with the construction process. When the first course of foundation block has been laid, a survey must be submitted by the owner showing the home, along with all hard surfaces, on its respective lot indicating all property lines, setbacks, and easements.

The DRC shall have the right and power to allow variances of certain requirement based on the desirability of any given situation and is solely at the discretion of the DRC. Any variance granted shall not be considered a waiver of such requirements and shall not be precedence setting. No other owner shall obtain any rights or action by any variance granted

The DRC shall have the right and power to allow variances of certain requirement based on the desirability of any given situation and is solely at the discretion of the DRC. Any variance granted shall not be considered a waiver of such requirements and shall not be precedence setting. No other owner shall obtain any rights or action by any variance granted

Procedure:

The design review process at Gray's Creek consists of three (3) parts.

1. Pre-design Consultation

This is a phone consultation with the head of the Design Review Committee to insure that the architect or designer understands these Guidelines and how it applies to a specific lot. The designer is encouraged to fax a conceptual sketch of the site plan and elevations to:

Gray's Creek Development, L.L.C.
P.O. Box 925
Hernando, MS 38632
(901) 604-6734

2. Sketch Review (Form A)

The following documents shall be provided:

- Submittal form A - Sketch Review Application
- **Two sets of the following drawings:**
(2) full size

Site Plan (1" = 20' min.)

North arrow
Property lines
All setbacks and easements
Building foot print with overhangs and balconies shown dashed
Drives, walks, and parking (dimensioned)
Mechanical equipment and meters
Trash receptacle enclosures
Gardens and courtyards
Preserved natural areas

Floor Plans (1/4" = 1'-0" min.)

All exterior / interior dimensions including porches & balconies
Room names
Door and window openings with swings shown
Overhangs and balconies above shown dashed
Both heated and unheated area calculations (net / gross)

Exterior Elevations (1/4" = 1'-0" min.)

All exterior views
Heights including ceilings, finish floors, roof bearing and ridges, along with chimney heights
Porches, balconies, windows, doors, bays, chimneys, shutters, along with any other significant architectural feature.
Roof Pitches
All material types rendered and noted

3. Final Review (Form B)

The following documents shall be provided:

- Submittal form B - Final Review Application
- **Three sets of the following drawings:**
(3) full size / (1) half size or 11x17

- Site Plan (1" = 20' min.)
 - All elements noted for sketch review fully developed.
- Foundation / Floor Plans (1/4" = 1'-0" min.)
 - All elements noted for sketch review fully developed.
- Roof Plan (1/8" = 1'-0" min.)
 - All pitches and major penetrations shall be indicated
- Floor Plans (1/4" = 1'-0" min.)
 - All exterior / interior dimensions including porches & balconies
 - Room names
 - Door and window openings with swings shown
 - Overhangs and balconies above shown dashed
 - Both heated and unheated area calculations (net / gross)
- Exterior Elevations (1/4" = 1'-0" min.)
 - All elements noted for sketch review fully developed.
- Door and Window Schedules
 - Detailed floor plans noting door and window sizes along with exterior elevations depicting door and window design and grille patterns may be used in lieu of schedules. Exterior door material and finish must also be noted.
- Details (3/4" = 1'-0" min.)
 - Typical wall sections including porches and balconies
 - Cornice, porch and front entry details
 - Exterior door and window trim details
- Landscape Plans (may be submitted during construction)
 - Landscaping buffers
 - Scrub save areas
 - New plantings location and common species name
 - Hardscapes not shown on site plan fully detailed / noted
 - Garden structures not shown on architectural plans
 - Large container plants (12" diameter and greater) location and species

** Please note that all but one of the submitted sets will be retained by the DRC / Developer for their records.

Minor Changes (Form C):

If a minor design change is desired after final approval is obtained, the following shall be submitted to the DRC:

- Submittal Form C – Minor Change Application
- Two (2) sets of drawings, details, and specifications as required to fully explain the change.

Certification of Compliance (Form D):

When construction is complete, the owner shall submit the following:

- Final certified survey
- As-built drawings (incorporating approved minor changes)
- Owner or Builder's Certification of Compliance (Form D) signed and dated.

A home may be sold or occupied only after receiving a copy of Form D stamped "Approved".

The required documents for each review phase shall be submitted to the Gray's Creek Design Review Committee. Mail all submittals or other correspondence to:

Gray's Creek Development, L.L.C.
P.O. Box 925
Hernando, MS 38632
 (901) 604-6734

Architectural Style

Introduction

Careful attention must be paid to the selection of the building styles approved for the community. They must find precedence in both local and regional examples and accurately reflect any variations resulting from the local vernacular evolution of the style. The local vernacular examples of these styles emphasize a simpler level of detail with very little ornamentation. These styles will complement the architectural history and dynamics of the local natural environment. They will also shape the architectural theme, scale, and proportion of the most significant and visible part of the community.

The following is a list of architectural styles which have been approved for the community.

Greek Revival

French Eclectic

French Colonial

Victorian Stick

Colonial Revival

Italianate

Craftsman Style

English Cottage

It is essential that everyone involved in the design and construction document process understand that it is their responsibility to become familiar with the theme and approved architectural character of the community prior to submitting plans for approval.

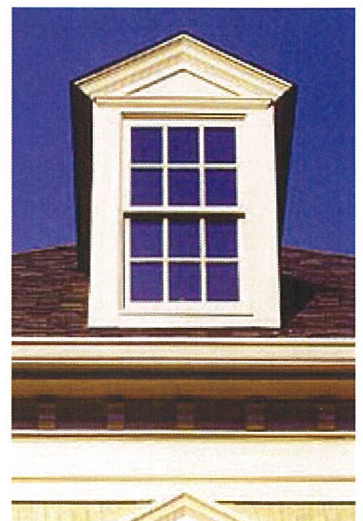
The following images reference style precedence only and are not indications of approved elevations. The requirements in this document are not altered or diminished by any image in this section.

Greek · Revival

Overview

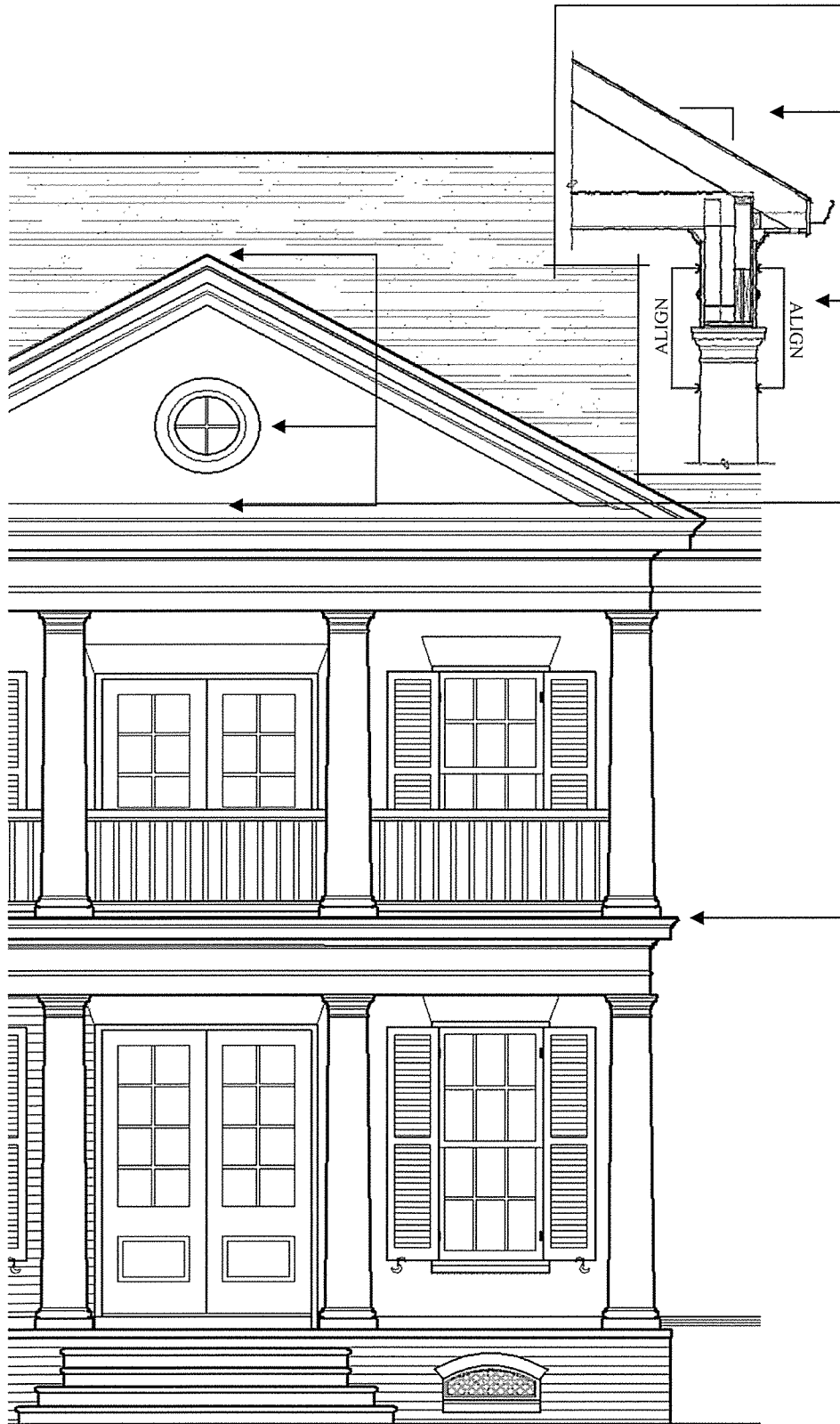
The Greek Revival style is known for its emphasis of the Greek Orders. Many styles use an elaboration on these historical orders, but the Greek Revival style seeks to embellish the historical grandness of the Greek Orders. The use of low pitch roofs and grand orders emphasize the building “body”. The notable characteristic features are as follows:

- Two story center mass with or without symmetrical single story wings.
- Low pitched roof usually gabled or side hipped.
- Dominant front gable usually centered with closed pediment.
- One or two story porch across main center mass.
- Full size columns and entablature.
- Raised foundations are typical.
- Natural brick and lapboard siding are both common veneers.



Greek · Revival

Elevation Study



Low pitch roof typically between 6/12 and 8/12.

The shaft of the column and entablature must align.

A dominant front gable with a closed pediment and circular or oval window are common features that make the Greek Revival unique.

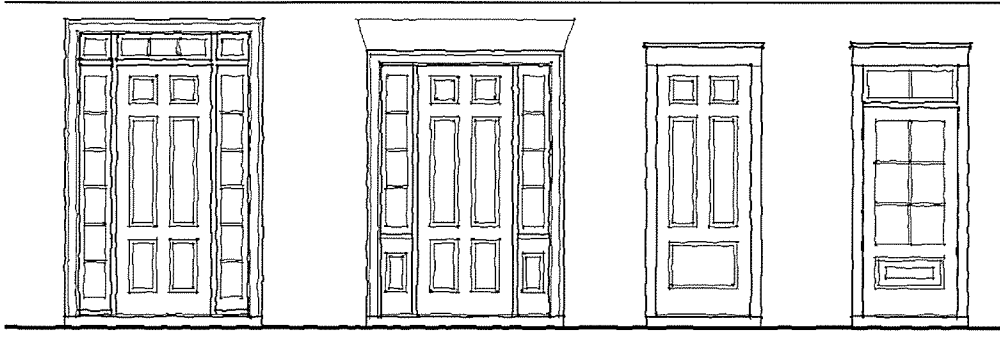
Note: First story windows are taller than second story windows, therefore they are more slender in proportion.

Full size columns and entablature emphasize the grandness of the ancient Greek Orders.

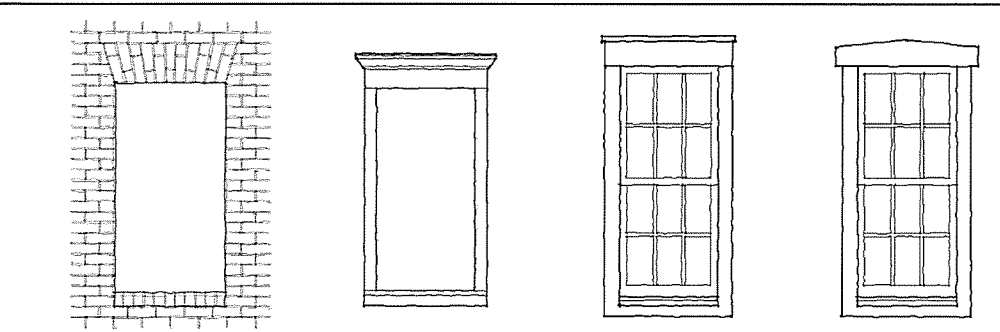
*Note: It is most common in the southern vernacular style to see stacked orders as shown instead of the "giant order" more commonly found on public buildings.

Greek · Revival

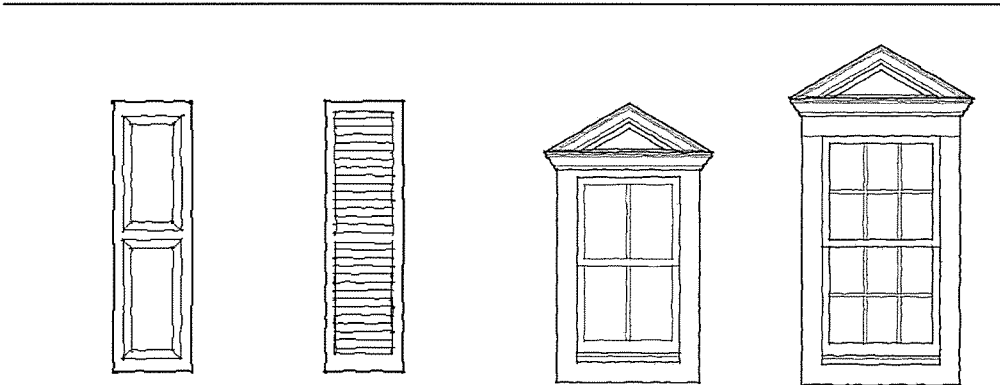
Component Study



The Greek Revival Style places strong emphasis on the front entry. The front door is usually tall and carries some embellishment around the door: either a row of small windows or a wide trim panel is typical. Paneled doors occur much more frequently than doors with divided lites.

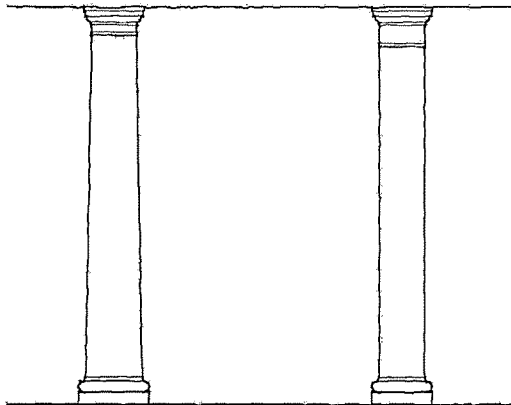
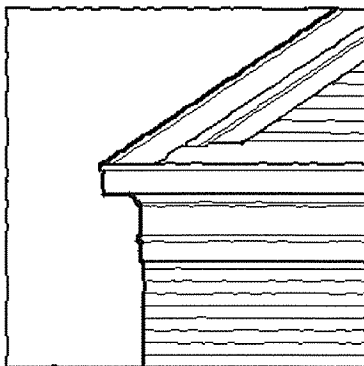


Windows are typically double hung sash windows with six divided panes in each sash. Windows are accented with wide trim, a jack arch or brick corbelling. Windows.



Dormers are typically gabled and emphasized with elements from the Greek Orders, such as the closed pediment.

Shutters are typically louvered in most examples, but paneled shutters are common on more formal examples.



Columns will be large to express the grandness of the Greek Orders. Tapered columns are most common. Column arrangements are always symmetrical.

The return on the eave is never broken, but continues around to form a closed pediment.

French · Eclectic

Introduction

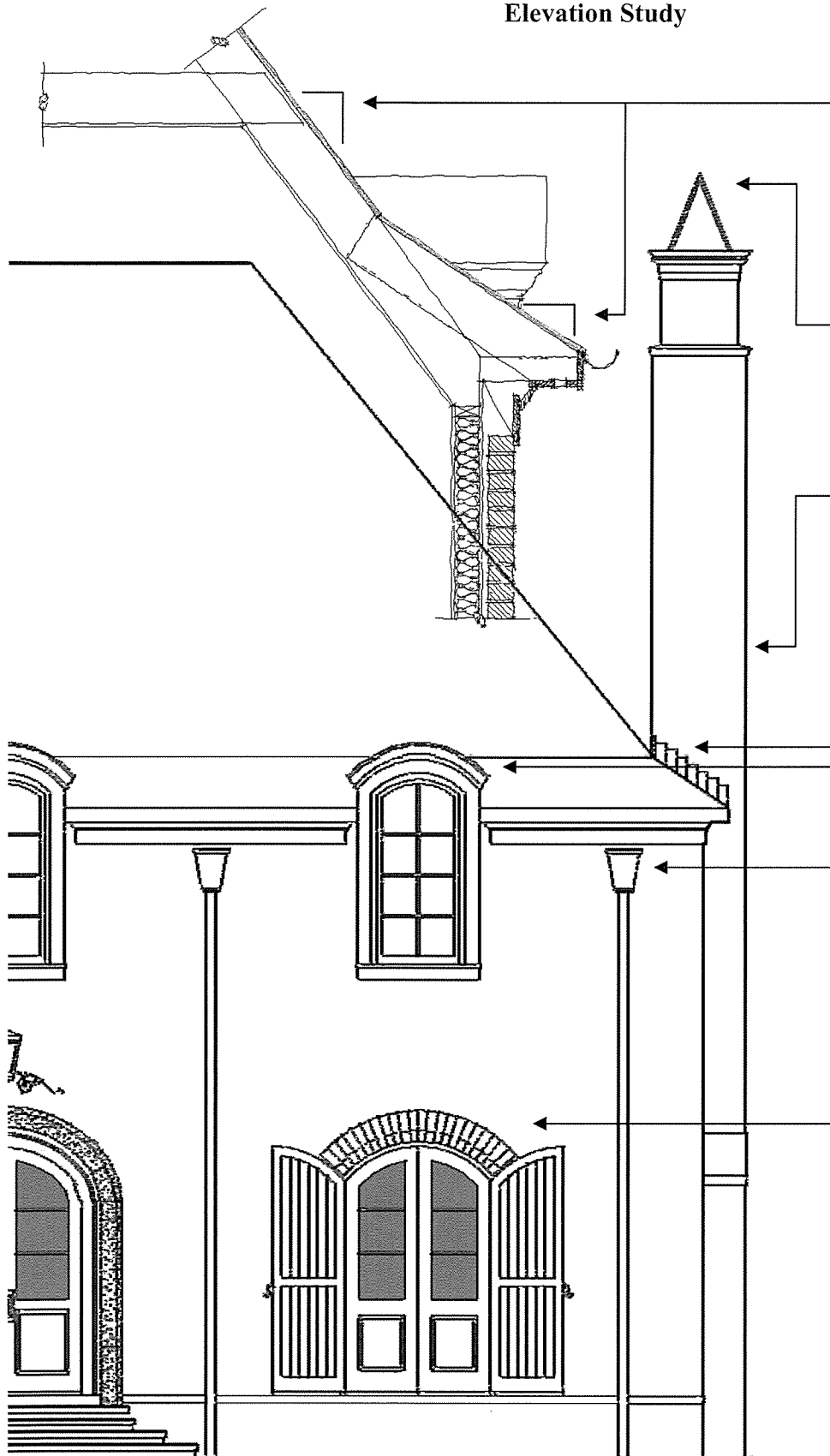
The French Country style is also known as the French Country Style which derives its character from a rich history of domestic architecture in France. The French Eclectic Style has many variants, but is consistent in material use and roof mass with exception to the most informal variations which resemble the medieval era or Tudor Style of England. This style is similar to the “French Colonial” but is considered to be a more pure European example because it doesn't integrate the large porches under the mass of the roof and is typically more ornamental. The typical “French Doors” are still common on the base floor.

- Steeply pitched roofs commonly hipped with flared eaves.
- Massing can be either symmetrical or asymmetrical.
- Columns are used only on formal versions.
- Decorative quoins are common.
- Single story entry porch is typical.
- Gutter spouts are a common design element on front façade of symmetrical versions.
- Rounded tower elements are common on asymmetrical versions.
- Emphasis on front door.



French · Eclectic

Elevation Study



Roofs are almost always hipped. Occasionally parapets are used. Roof pitches vary greatly from low pitches (6/12—8/12) on porch elements to steep pitches (12/12—16/12) on main roof elements .

Chimneys are typically located on the sides of the main mass. Usually there are matching chimneys on either side of main mass. Chimney pots are commonly used.

Eaves typically flare out near the bottom of the roof mass.

Dormers or windows often project thru the cornice.

Gutters are used as a ornamental feature to subdivide the front façade. Water collectors are always present.

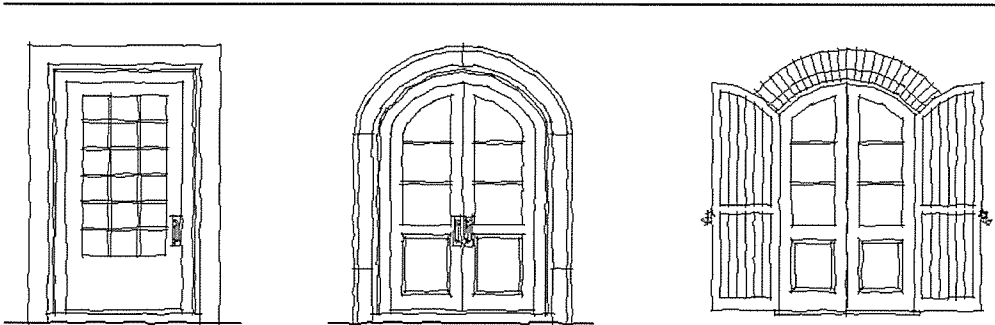
Columns are not a typical part of the façade composition, unless used at the entry on more formal examples.

Large “French Doors” with shutters are typical on the ground floor.

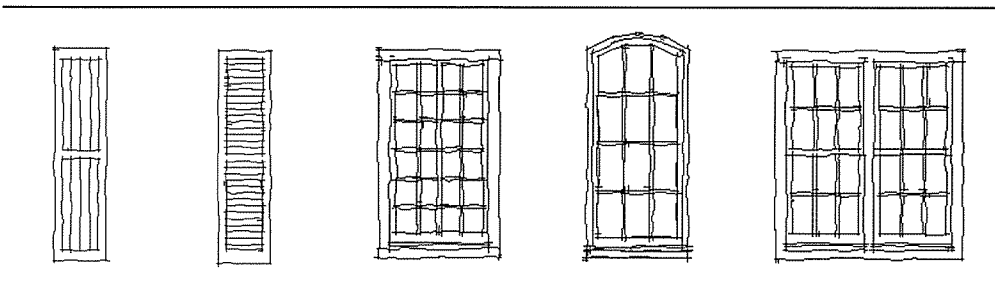
Entry is emphasized on front façade with either an embedded or projecting entry portico.

French · Eclectic

Component Study



The French Eclectic Style places equal emphasis on all windows and doors across the first floor front façade. Tall slender proportions are typical on doors and windows. Doors are typically double French doors.

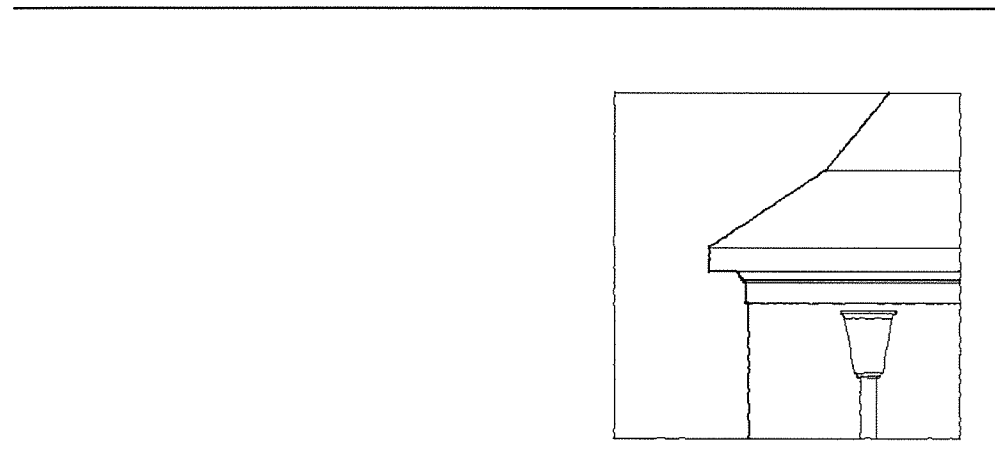


Instead of windows, fixed French doors are commonly used on the first floor. Segmental arch windows are also common.

Louvered or slatted shutters are most commonly used to cover doors and windows on all floors.



Dormers are either broken gabled or hipped with only one window. These may also be slender elements with or without windows. Segmental arches are also commonly found on dormers.



Columns are usually found on the more formal examples as ornamentation on the entry portico. This reinforces the emphasis on the entry which may be a single or multiple story projection from the main mass or may be embedded into the main mass.

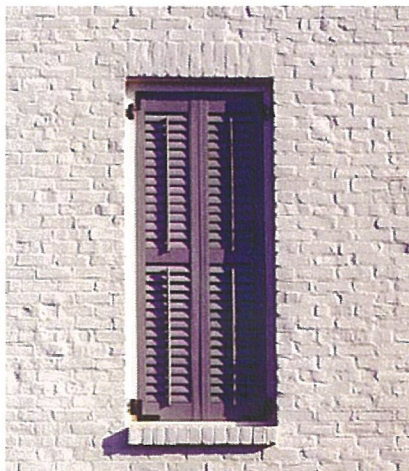
The return on the hipped roof is always solid and isn't broken unless a dormer or window is connected to the façade.

French · Colonial

Introduction

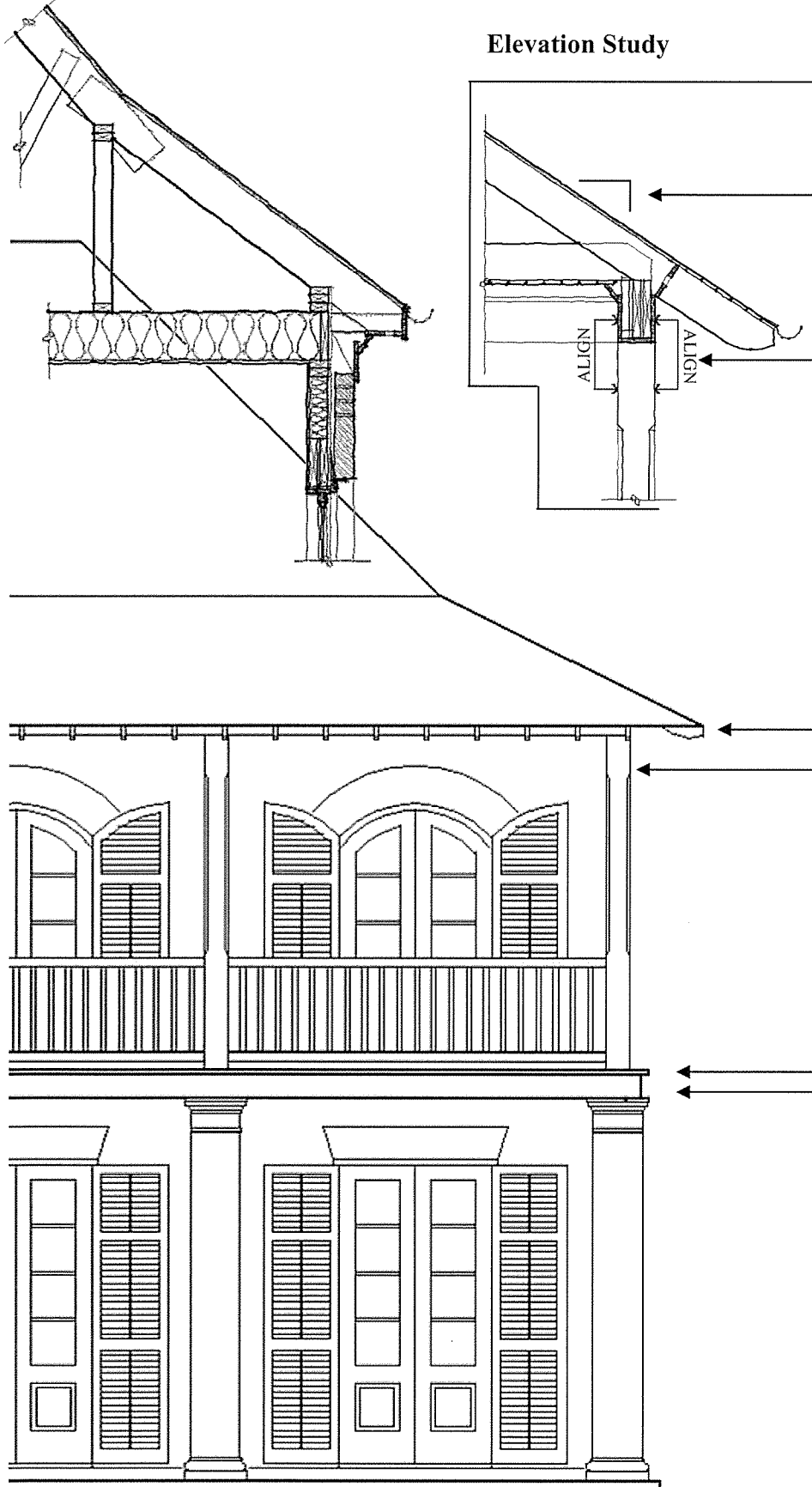
The French Colonial style is most easily identified in the southern region as the Louisiana Vernacular Style which is commonly found in rural areas. The common wrap around porches replace much of the interior circulation. This exterior space forms a direct relationship with the interior spaces connected by typical “French doors”. This style address the connection of people to their environment in hot/humid environments and thus has been widely used and is well known in the southern region.

- Low pitched roofs commonly hipped.
- Low roof line commonly with exposed rafter tails.
- Columns and Fascia tucked under roof line..
- Thin columns supporting deep porch. (single story)
- Thick columns below, thin columns above. (two story)
- Two story, full length or wrapping porch typical.
- Thick masonry pier foundation.
- Minimal emphasis on front door.
- Low foundations are common on two story and raised on single story.
- Lapboard, parged brick, and natural brick are common veneer materials.



French · Colonial

Elevation Study



Roofs are almost always hipped. Occasionally parapets are used. Roof pitches vary greatly from low pitches (6/12—8/12) on porch elements to steep pitches (10/12—14/12) on main roof elements .

Column and entablature must align.

Exposed rafter tails are typical. Notice how the fascia is tucked under the eave

Columns on the second floor are small in comparison to first floor columns. These are typically square and simply detailed.

Entablature separating first and second floor is minimal.

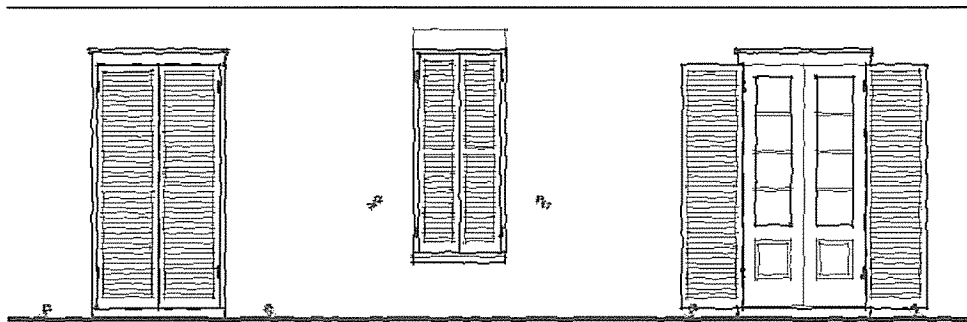
First floor columns are exaggerated to emphasize the first floor as the base. Note: Single story versions take on the character of the second floor, because the lower level is considered a raised base to support the main level of the house.

French · Colonial

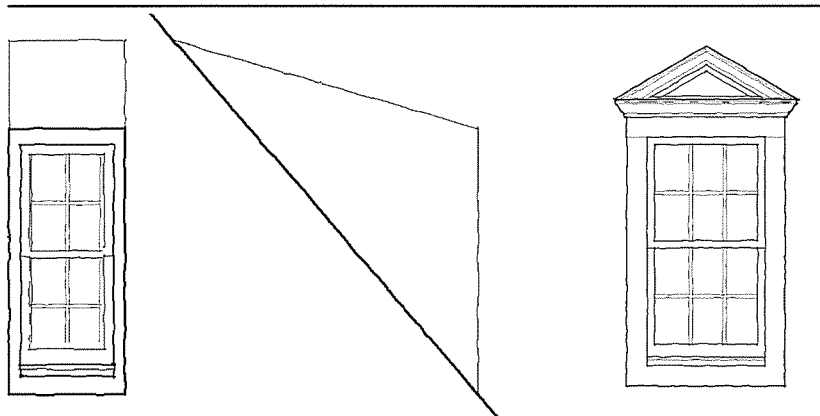
Component Study



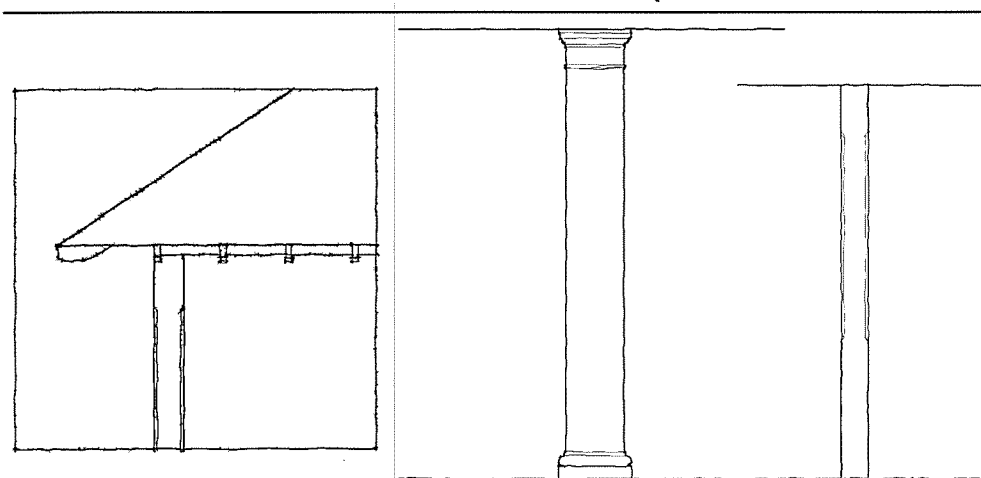
The French Colonial Style places equal emphasis on all windows and doors across the front façade. Tall slender proportions are typical on doors and windows. Doors are typically double French doors.



Instead of windows, fixed French doors are commonly used on the first floor. Louvered shutters are used to cover doors and windows.



Dormers are either gabled or minimal shed type projections with only one window.



Columns on the first floor are exaggerated to emphasize the first floor as the foundation for the second floor. The second floor columns are small to emphasize the importance of the second floor.

Victorian · Stick

Introduction

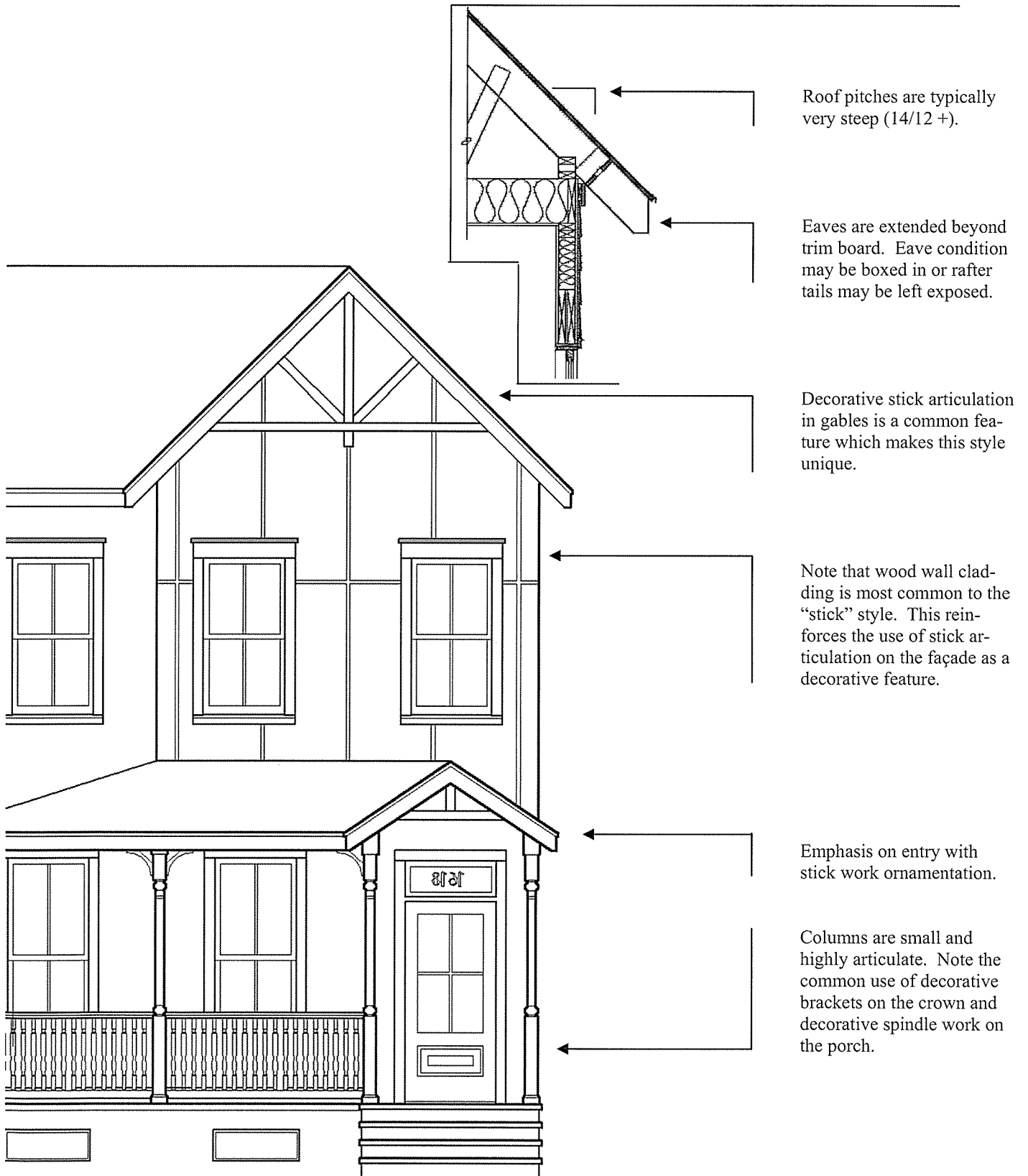
The Victorian Stick Style is a transitional style that is very ornamental and expressive in its massing. It is best known for its use of exposed timbers as a means of ornamentation to simulate the use of an early form of construction known as “half-timber”. The Victorian Stick Style represents a departure from the literal interpretations of the Greek Order to elaborations on later styles such as the Gothic Revival, in which articulation of the classical orders reached its apex. The notable characteristic features are as follows:

- Steeply pitched roof always gabled with open return and stick articulation.
- Asymmetrical composition is typical.
- Gables are often extended out from veneer.
- Low roof line commonly with exposed rafter tails.
- Square or rectangle towers are common.
- Full or partial length single story porch is common.
- Low or raised foundations are common.
- Stick articulation is common as a surface decoration.
- Lapboard and vertical boards are common veneers.



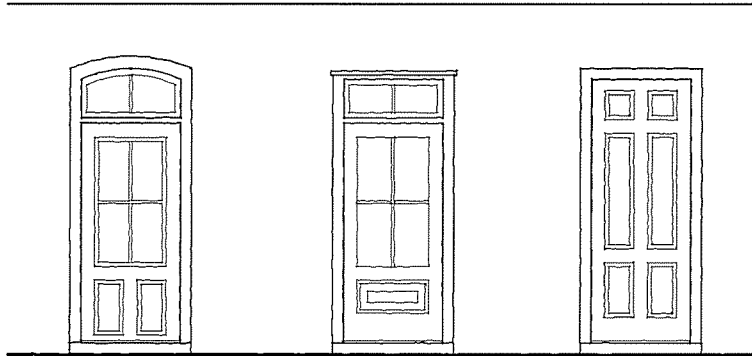
Victorian · Stick

Elevation Study

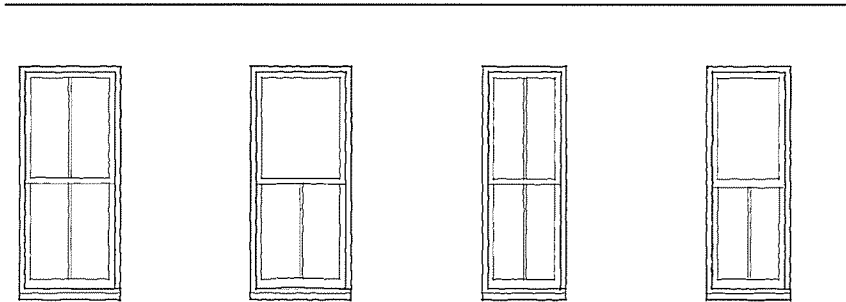


Victorian · Stick

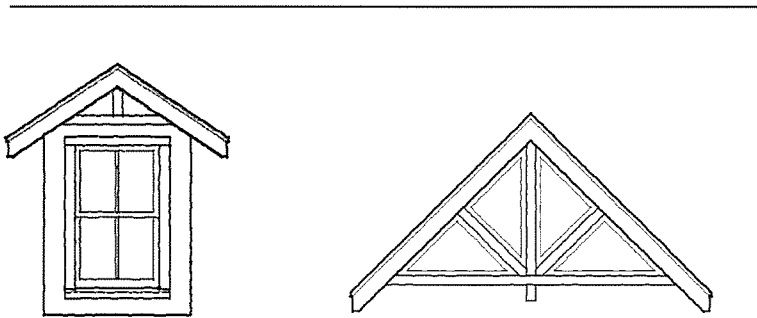
Component Study



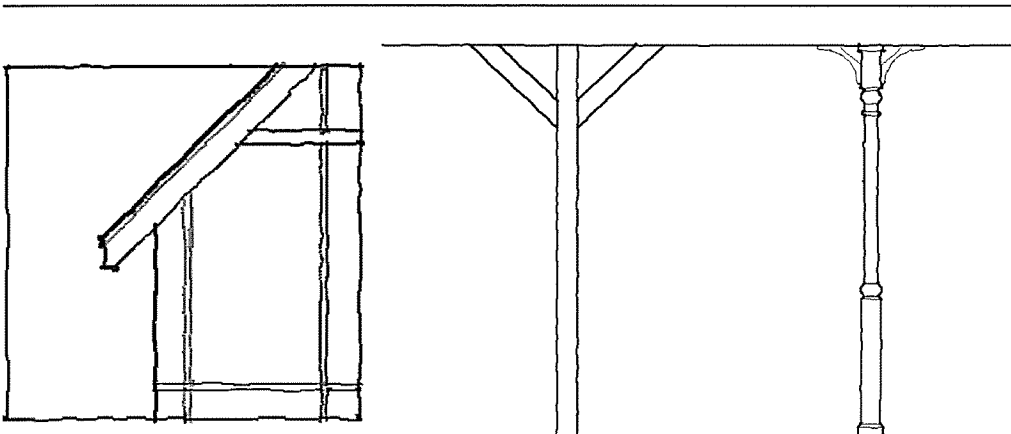
Doors are typically unadorned on the trim but may be elaborate in the paneling on the door itself. This is the common response in the southern vernacular version of this style.



Windows are typically square bay with the occasional occurrence of a single mullion to emphasize a vertical proportion. Pairs of narrow tall windows forming a square bay are common.



Dormers are always gabled and are embellished with some "stick" ornamentation to match the gable ornamentation.



Columns are small and often referred to as "spindly", which reflects the elaborate articulation common to this style. Brackets are a significant part of the aesthetic of the Victorian Stick style. Some variations have unelaborated thin columns with matching brackets.

Colonial · Revival

Introduction

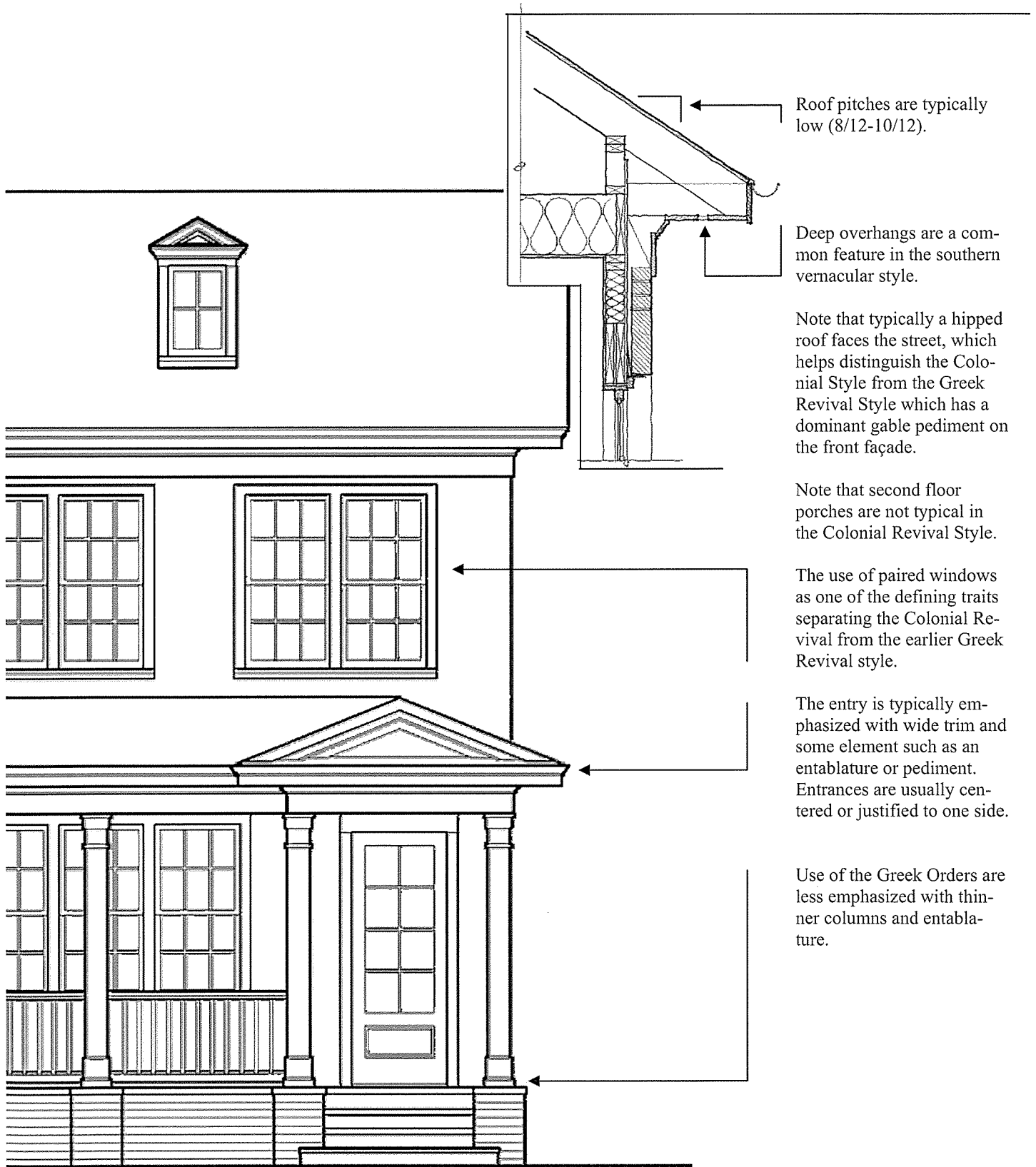
The Colonial Revival Style native to the southern region is commonly known for its traditional elements taken from earlier styles such as the classical Greek orders, but contains a variety of elaborations with traditional American forms and variations or additions to traditional European forms. The notable characteristic features are as follows:

- Typically symmetrical in the southern region.
- Low pitched roof usually hipped.
- Side gabled or hipped roof.
- Front gables are limited to gables and entry porches.
- Full length single story porch or entry porch is common.
- Accentuated entry with “classical” articulation.
- Entry is most commonly centered.
- Low foundation height is common.
- Paired windows of two or more are common.
- Natural brick or lapboard siding are typical veneers.



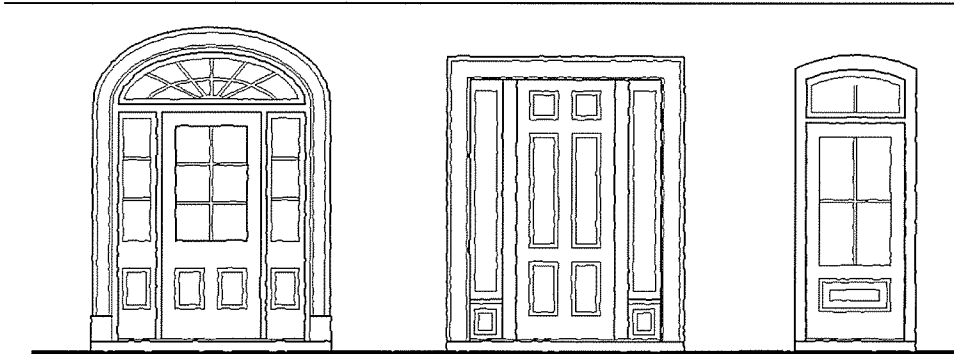
Colonial · Revival

Elevation Study

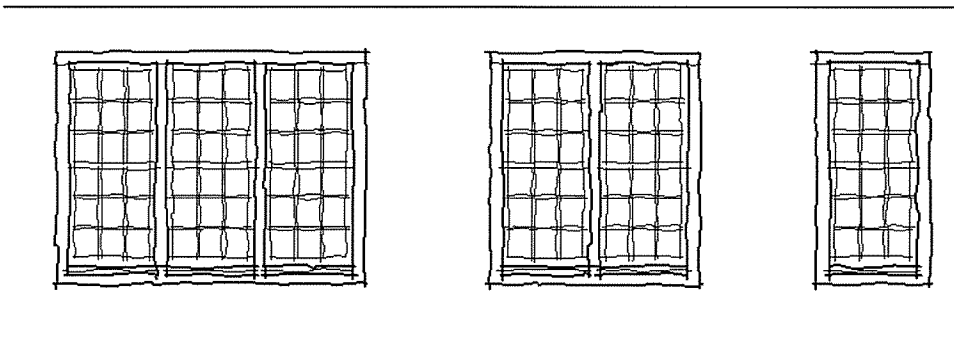


Colonial · Revival

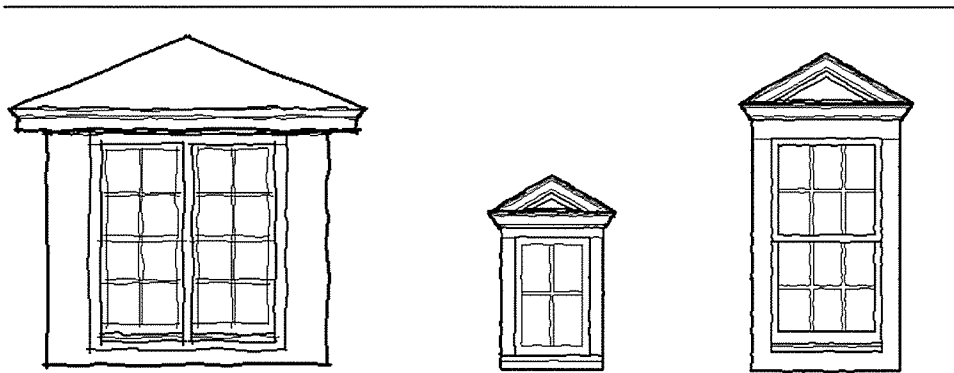
Component Study



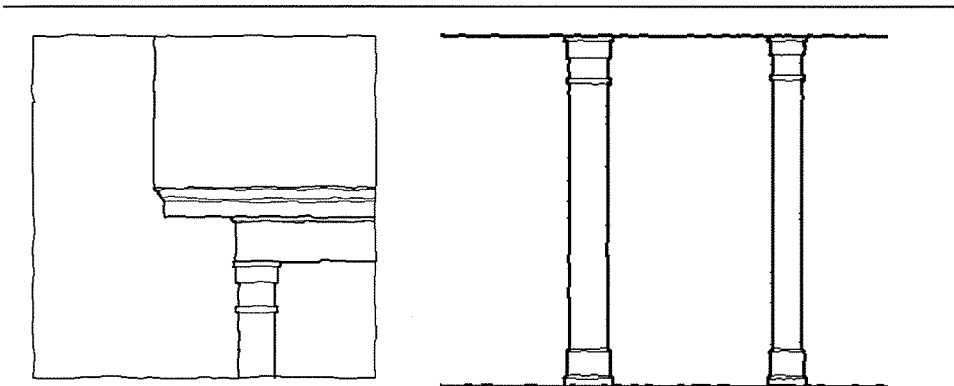
Emphasis is placed on the entry so surrounding windows and doors with extensive trim is typical. Fan like window above the front door is a common feature. Paneled doors are most common, but more divided lite doors appear in this style than the earlier Greek Revival style.



Double hung sash windows are typical. The use of two or more windows together in a single unit help distinguish this style as unique. Often these styles had six to twelve panes per sash. Another unique feature is the use of multi-pane glazing on the upper sash, with a solid pane on the lower sash.



Gabled and hipped dormers are typical and are often used to place an emphasis on a centrally organized façade. Often a large multiple window gable is used with or without smaller side gabled dormers. It isn't uncommon though to see two or three equally sized smaller dormers across a front façade.



Columns are moderate in size compared to the earlier Greek Revival Style, which capitalized on the grandness of the Greek Orders.

· Italianate ·

Introduction

The Italianate Style is a very articulate style which finds its roots in the characteristics of the rural Italian farmhouse, which is random in nature. Although the Italianate style is known mainly for an asymmetrical parti, Many of the aesthetic features found themselves integrated with other styles, which were more symmetrically organized. The typical Italianate house is two or three story. An integrated cupola or tower element which emulates the Italian Villa is commonly found where the front gable intersects the roof behind. The notable characteristic features are as follows:

- Asymmetrical composition is typical.
- Low pitched roof is usually hipped.
- A single gable is common on the front facade.
- Broken pediment is common on gables.
- Deep eaves extend over cornice.
- Brackets accent wide trim board beneath eaves.
- Typically two or three story.
- Second story windows are typically arched.
- Natural brick, lapboard siding and stucco are common veneers.



· Italianate ·

Elevation Study



Roof pitches are typically low (6/12-8/12).

There are two main variations of the eave condition; The section on the left demonstrates how brackets are used on side elevations, while the right section shows how the eave is handled when brackets are used on the front only. Eaves are typically boxed in on both examples. Front gables and deep overhangs with decorative brackets are typical.

Second story porches are found in the southern vernacular and use bracket braces instead of columns.

Arched top windows are typical especially on the second floor. It is common to see arched windows on the second floor only

Columns are typically thin and resemble the Roman Orders.

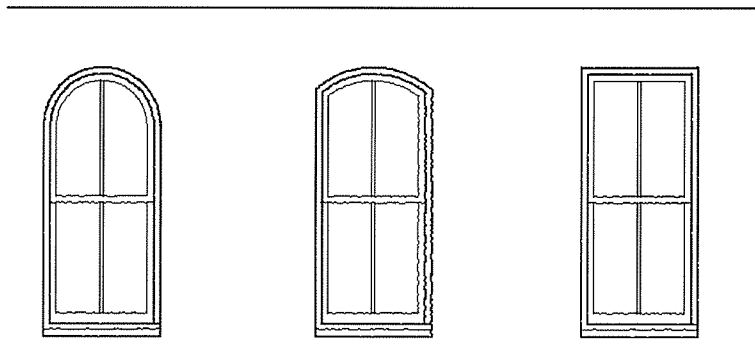
Note the low spindle work on the façade which is typical the roman orders. These elements give the impression of another base on top of the foundation.

· Italianate ·

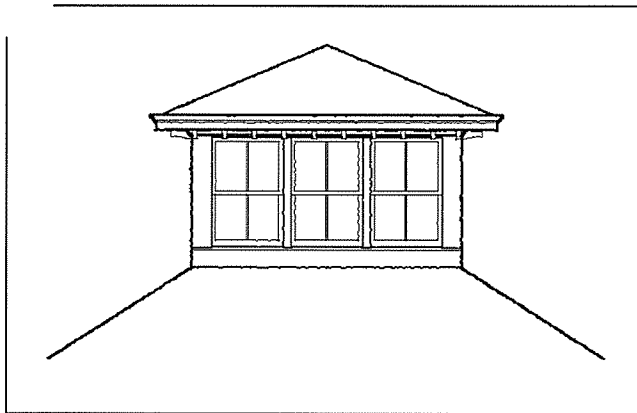
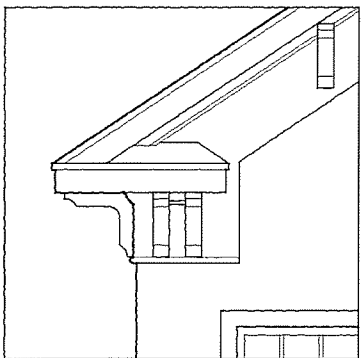
Component Study



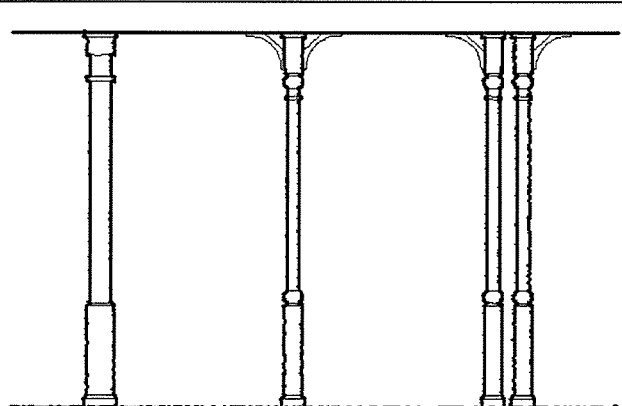
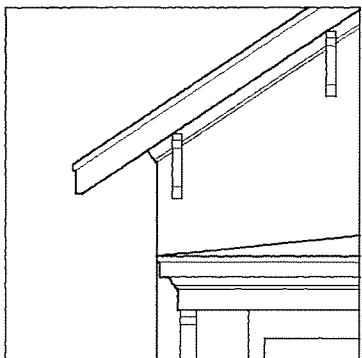
Doors are typically tall double doors, either arched or with an arch above.



Square bay windows with one mullion are typical. Vertical orientation is usually emphasized with single or paired windows. They are usually arched with either segmental or radius arches and usually have some decorative feature above the windows, such as an entablature or arch.



Dormer elements are not used in the Italianate style. Substantial square tower elements and/or cupolas are appropriate.



Columns are usually small and articulate. Roman orders were more emphasized, which were thinner and had more articulation.

Note: There are two major types of returns used, which contrast in their overall formality.

· Craftsman ·

Introduction

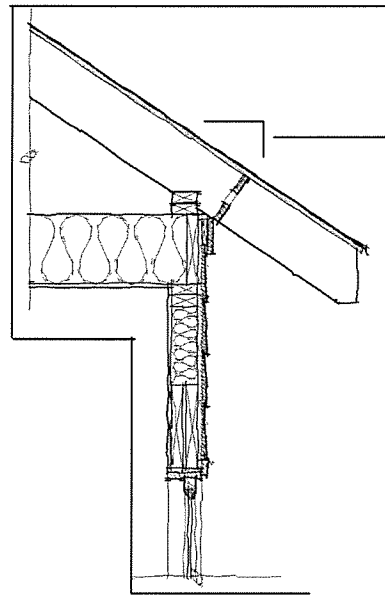
The Craftsman Style is a style which finds much variety in its use of materials and emphasis on post and beam construction. The roots of this style are found in both the “Arts and Crafts” movement of England and in the observation of oriental wood working techniques which accounts for the low pitched roofs and exposed beams. This style is also commonly known as the “bungalow” style, which refers to the small houses produced in this style. The notable characteristic features are as follows:

- Asymmetrical and symmetrical composition is typical.
- Typically one and a half story .
- Front and side gable roofs are both common.
- Deep eaves over cornice with exposed rafter tails.
- Large column bases with stone or brick work.
- Square columns support full or partial porch.
- Decorative projecting beams or brackets in gables.
- Stone or brick base and chimney with lap board siding is common.



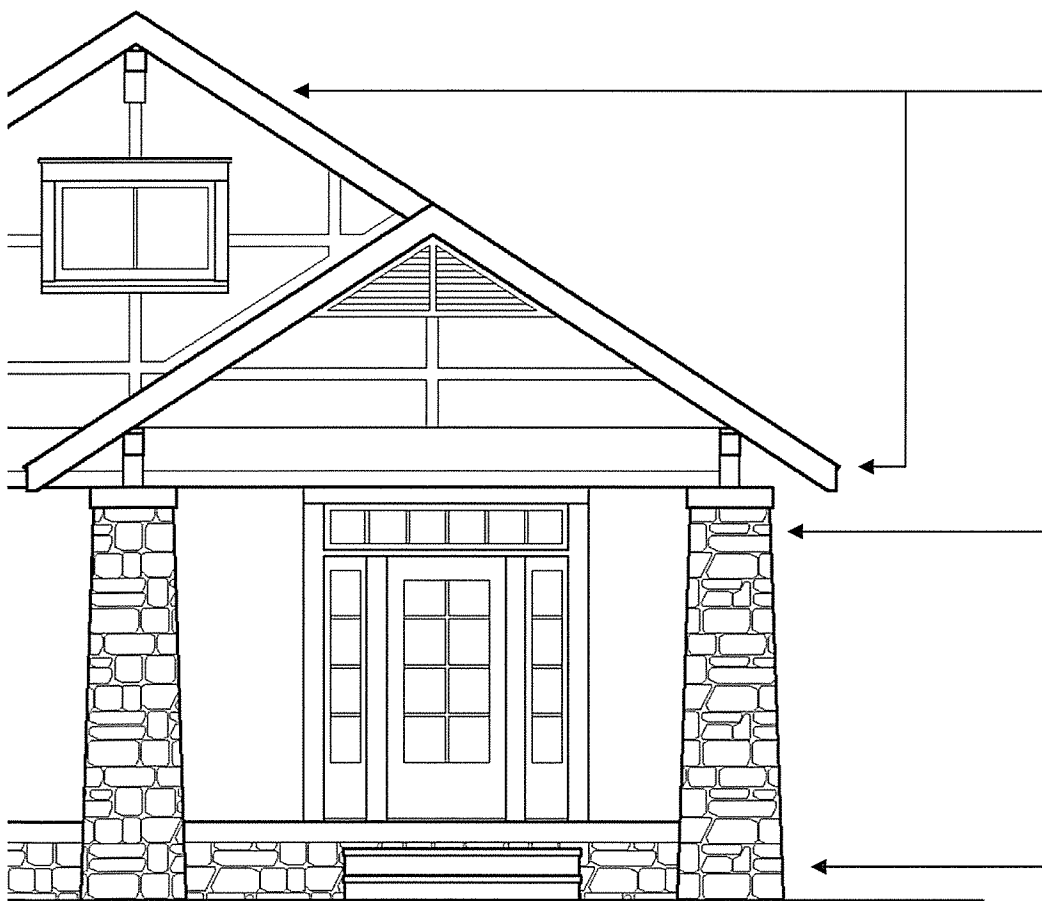
· Craftsman ·

Elevation Study



Roof pitches are typically low (6/12-8/12).

Front and side gables are typical in the craftsman style. Hipped roofs are less common but are used in conjunction with large dormer elements.



Notice the stick work under the eaves and in the gables which implies a structural feature instead of a decorative feature. Beams appear to project out and support trusses.

Note: Second story porches are incompatible with the one or one and a half story precedent.

Exposed rafter tails are common.

Typical stone work columns vary from full height to lower heights supporting square or tapered columns. Greek orders seldom appear.

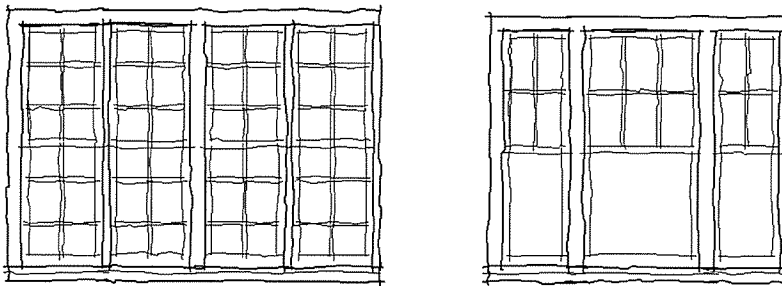
Raised stone work foundations are common. The contrast between stonework and lapboard siding is an important feature that makes this style unique.

· Craftsman ·

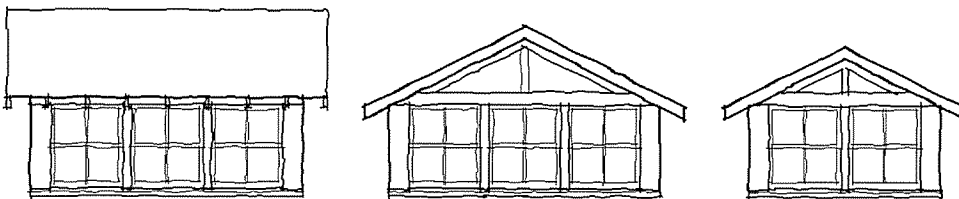
Component Study



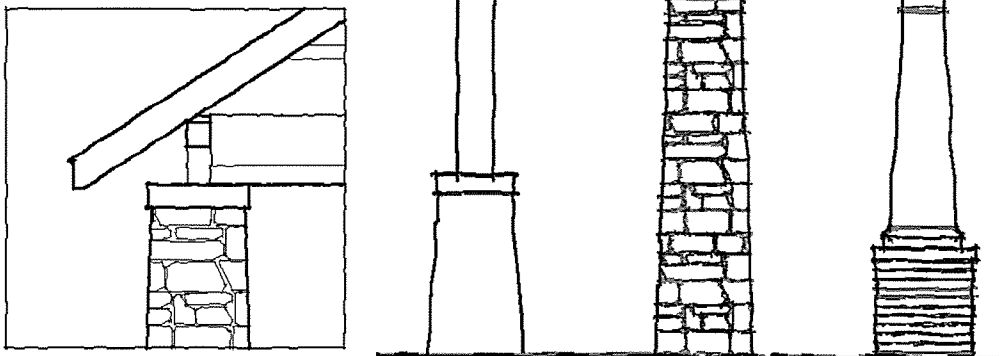
Single doors are typical with little embellishment of the trim around the door. Side and top lites are common additions to doors and windows.



Arched windows are not found in the craftsman style. This is because of the structural reference to “half timber” construction. Windows are grouped in clusters and often have smaller windows on either side. Multi-pane sashes above a large continuous pane is common.



Dormer elements can be hipped or gabled. This is one of the few styles that allows a “shed-type” dormer. The shed type dormers contain clusters of square windows. Gable dormers with stick work are common also.



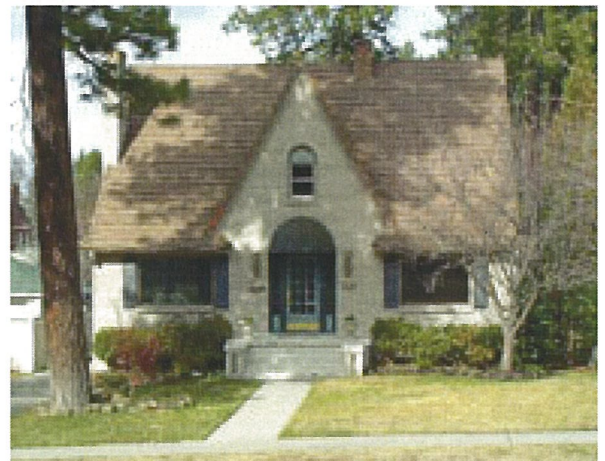
There are several variations of columns within the Craftsman style. These almost always include some stonework base often in combination with a timber column. Greek columns are found in the vernacular but are uncommon.

English · Cottage

Overview

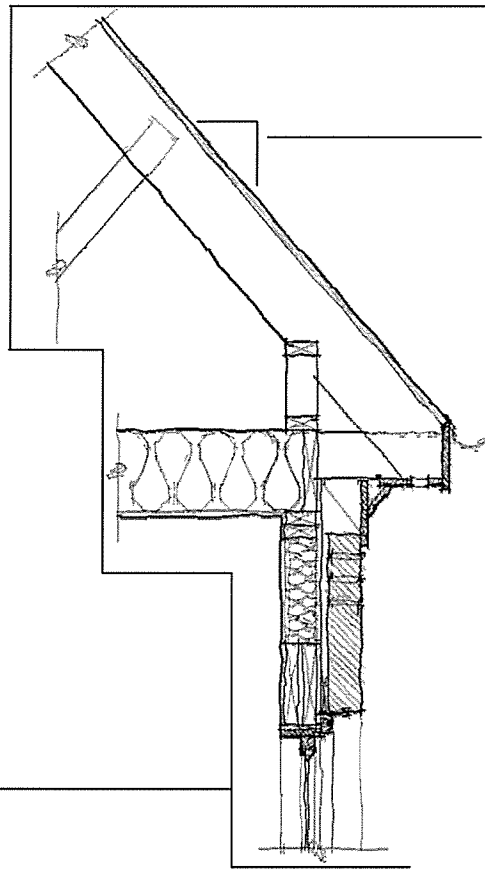
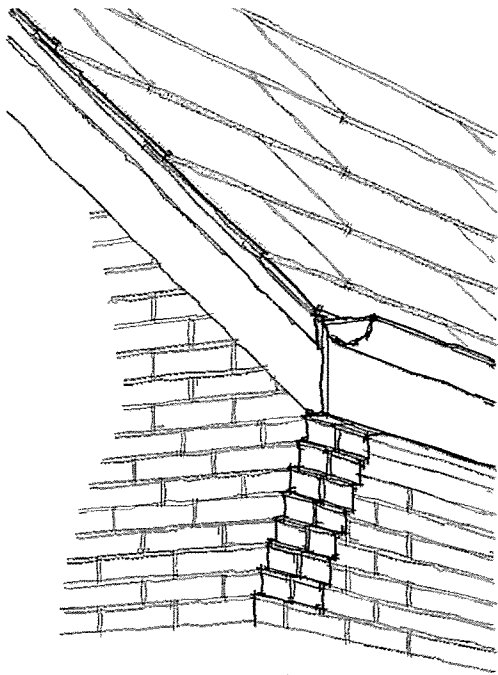
The English Cottage style developed from a rich English medieval ancestry. This style often falls under the broader groups of the Medieval Revival or Tudor styles although this style favors the smaller examples which are typically one and a half story, with added emphases on the ground floor. This style is quiet unique in its use of multiple crossing gable elements and multiple material combinations. The notable characteristic features are as follows:

- Asymmetrical composition is typical.
- Typical one and a half story.
- Steeply pitched roof almost always gabled.
- Single predominant gable or multiple overlapping gables.
- Uneven eave heights.
- Windows often appear in groups of two or three.
- Small front door with arch or arched surround.
- Low or raised foundations are common.
- Typically brick or stone base with brick, stucco or board above.
- Stonework or timber lintels on lower level.



English · Cottage

Elevation Study



Roof pitches are typically high pitched. (14/12+)

The fascia on the gable fits flush against the veneer. Corbelling at the eave return to flush the fascia with the front veneer is a common detail that makes this style unique.

Most examples are one and a half story, with an emphasis on the roof.

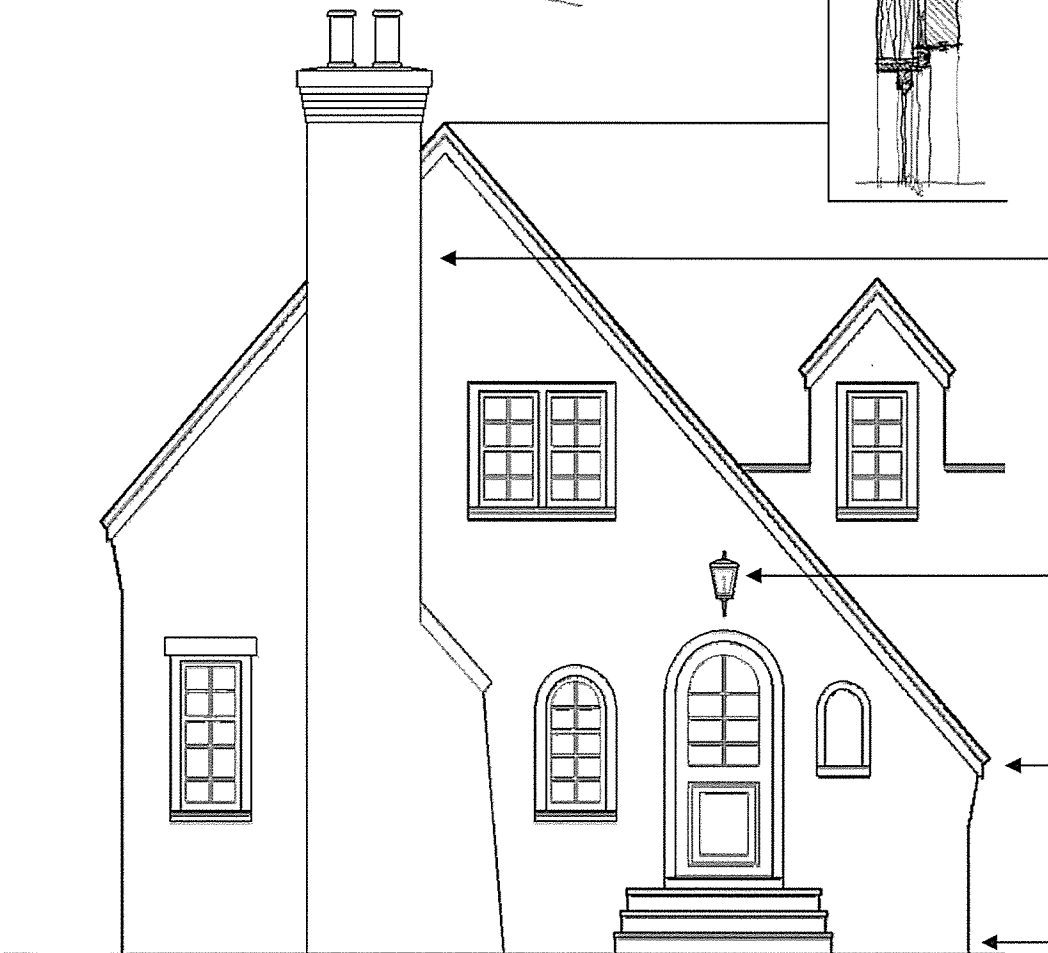
A dominant front gable with side gables is the most common roof condition.

A chimney feature is common on the front façade, and is commonly asymmetrical on the dominant gable adjacent to the entry .

A decorative lamp fixture over or beside the entry is common.

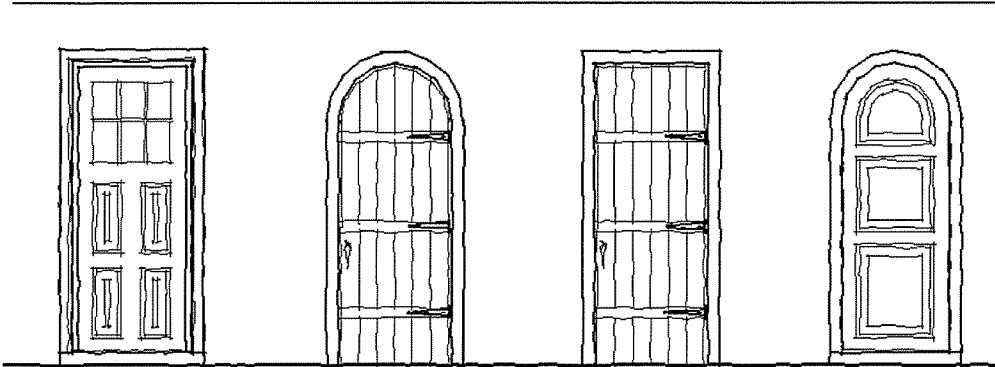
Uneven eaves are typical, which may extend close to the ground, usually around the entry. Small single door entries are typical.

In the event the foundation is raised. Stone or brickwork often extends from the ground to the bottom of the first floor windows.

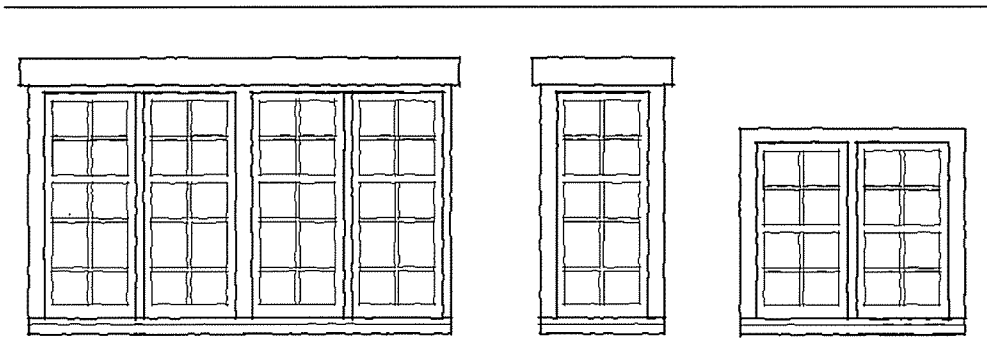


English · Cottage

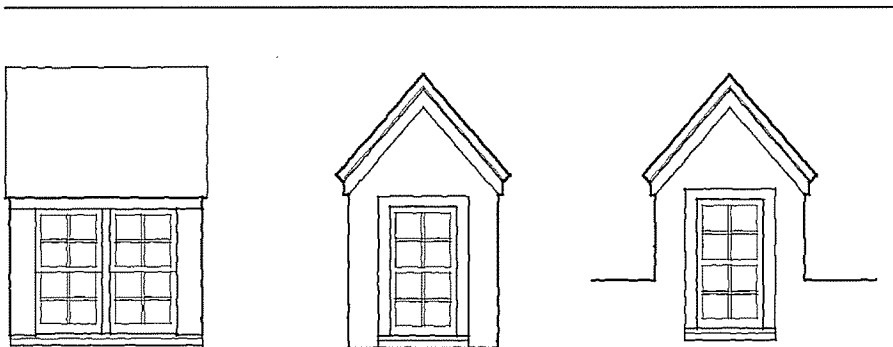
Component Study



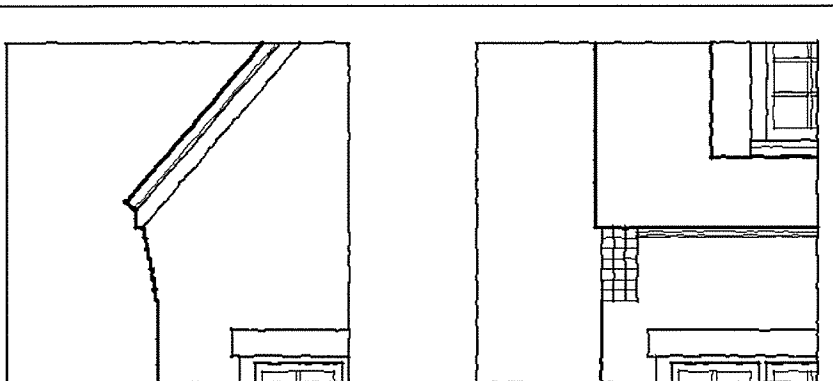
The English Cottage Style finds its roots in the Medieval Era. Doors are typically single doors with limited glazing. Paneled doors and rustic plank doors are both typical examples.



Double hung sash windows with four or more panes per sash are typical. Timber, brick or stone headers are used on the ground floor. Smaller windows without headers are used on the upper floors. Groups of two to four windows in a single unit is typical. Arched windows are limited to small accent windows.



Roof penetrations are typically shed like or gabled. Shed like dormers are limited to two windows, unlike the craftsman style which may have three or more windows. Often dormers extend through the eave and connect to the front façade.



The return on the eave is a detail in the English Cottage Style which seeks to minimize the appearance of the overhang. Typically this corbelling is three rows thick.

Architectural Detail Review

Integration of Multiple Veneers

The purpose of this section is to inform the builder and designer of the residences in 1 (community name) of common errors that diminish the character and integrity of the community. Fortunately most of these cases are a result of the mishandling and improper integration of materials specific to certain styles and don't incur excess expense if informed decisions are made from the beginning. The following examples range from the broad use of materials to small details which all lead to the historical integrity of the overall residence.

Incorrect application



Correct application



Transitioning from one material to another correctly is crucial to preserve the historical integrity of the use of a material.

On the left we see how the application of the material reveals the superficial nature of the construction.

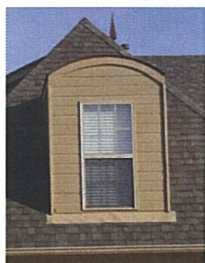
On the right we see how the same materials may be used correctly to represent the historical construction type instead of revealing that the material is obviously just an aesthetic application.

If minimizing the use of more expensive materials is an issue, this should be addressed from the beginning of design stages to manipulate massing to accommodate the proper breaks in material.

Architectural Detail Review

The correct use of roof projections is necessary to preserve the historical context of the style. There are historical precedents to consider when creating space and getting light in a roof form. Roof projections will be classified as either gables or dormers. These elements are to be considered during the design of the house and not during the building stage as an after thought to add additional space in an attic. There are a few exceptions to this rule where shed like structures are used, but they are very style specific, so any deviation should honor historical precedent.

Incorrect application



Correct application

On the left is an example of shed like structure has been added to increase the volume of an attic space, which has no historical precedence and overwhelms the overall character of the house.



To add space in the attic another gable element or a hipped roof extension with a dormer could be added.



Also on left is an example of how dormer elements are used on the roof that are close to historical types, but are out of proportion with the window. The window should cover ninety percent of the dormer face.



On the right is an example of how the dormer window is proportioned correctly with the dormer face. Siding should never be used on the face of a dormer.

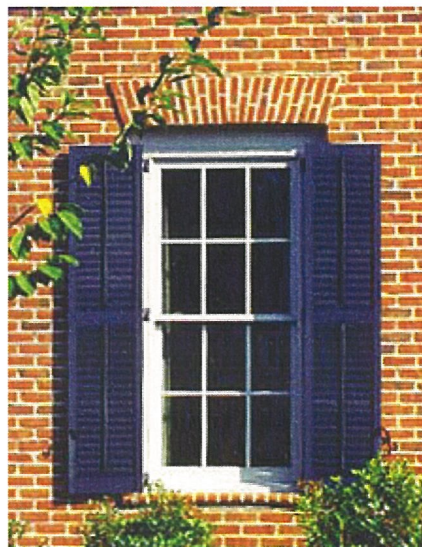
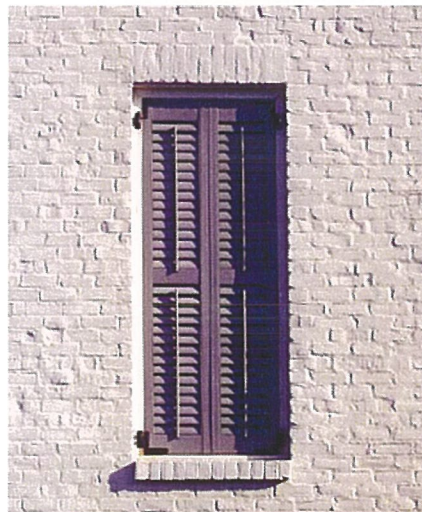
Architectural Detail Review

The improper use of window types, window ornamentation, and shutters is one of the most abused elements of the aesthetics of the house. If used correctly, the window unit and detailing adds tremendous integrity to a house design without incurring a lot of extra cost.

Incorrect application



Correct application



On the left is an example of the use of a window that doesn't match the style of house it is on. A sash window would have been appropriate. This house also demonstrates the misuse of shutters by applying them to some windows, and not others.

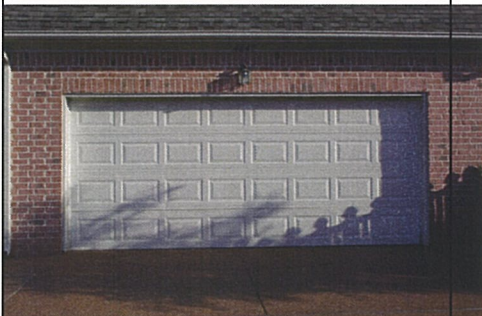
Also on the left is an example of how ornamentation has been incorrectly applied over a window, by using a pre-cast cap on a brick façade. This picture also demonstrates the use of a cheap bolt on shutter panels that are too narrow in proportion to the window. Attempting to simulate historical materials in a contemporary way should be avoided.

On the right is the correct way to embellish a window on a brick façade with a brick corbelling detail. It also demonstrates the correct use of a shutter panel, which is in correct proportion to the window. The shutter is also attached to the window face to create a shadow box.

Architectural Detail Review

Gutter systems and garage doors are two of the most ignored design opportunities. Attention should be given to these elements so that they don't draw attention to themselves. Standard details are often too cheap to live up to the integrity of accurate historical models.

Incorrect application



Correct application



The top left picture demonstrates why gutters shouldn't be routed on a column or made an obvious feature unless it is integrated into the aesthetically

The top two pictures on the right demonstrate different ways to properly handle gutters, either by painting them to match or using a more expensive gutter with a collector to complement the character of the house.

The mid-left pictures illustrate a typical garage door facing a street within an opening which has no historical precedence in its proportion.



The bottom right picture demonstrates a historical solution to a garage door and opening. The bottom left picture demonstrates a more simple solution by using a smaller opening with a carriage type door. Both are acceptable solu-

Architectural Detail Review

Utility Details

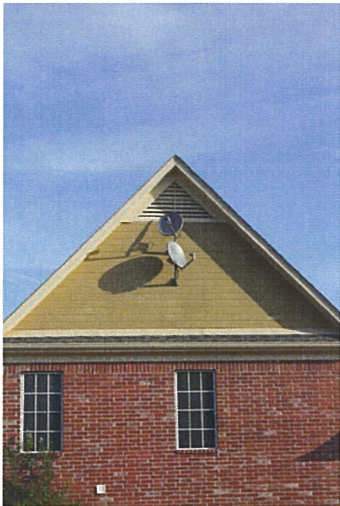
The smallest of details can make a substantial impact on the overall integrity of a house design. The following details concern necessary utilities which need extra attention in order not draw unnecessary attention to themselves. This page only demonstrates how not to handle utilities, because if handled correctly there unseen.

Incorrect application



The picture on the top-left demonstrates why not to locate service elements on a visible façade.

The fence used to hide this problem only makes it more obvious. Also notice how vent stacks are located facing the street and are not painted to match the roof.



The use of satellite dishes on exposed facades also draw too much attention to themselves. The correct solution would be to locate the utilities on a hidden façade, out of view from the street.



The pictures on the right demonstrates how vent stacks should be painted to match the roof color, but cheap turbine vents should not be used. Vent stacks should never extend above the roof line, making them visible on the front façade.

Also utility lights located on front or street facades diminish the home's integrity.

Definitions

The following section lists numerous terms and words used throughout this document. Each term is defined below to clarify its use.

Addition: A construction process increasing the size of the original structure by building outside its existing walls and / or roof.

Balcony: Second or third floor exterior space typically with no roof, cantilevered from the building or supported by columns.

Balusters: Vertical supports between top and bottom rails of a porch or stair railing.

Balustrade: The system of balusters and handrails that run along the edge of a porch or staircase.

Bay: Structural or visual configuration of an elevation commonly defined by porch columns. A bay can also be defined by the placement or multi-floor windows aligned over each other.

Bay Window: Typically a three sided window / wall projecting outward from the wall of a home.

Beam: Structural member spanning between two columns or bridging an opening, supporting additional structure above.

Board and Batten: Vertical siding where vertical strips (battens) hide the seams where other boards join together.

Bracket: sloped building component found at the junction of columns to beams, sometimes serving to structurally stiffen the connection, though also commonly used as ornament. Brackets also occur as decorative and structural elements at gable rakes and as balcony or bay supports.

Brick Screens: Brick low walls used as visual screens to provide privacy at courtyards or service areas. Used to screen areas from public view.

Cantilever: structural technique of tying floor and roof joists back into adjacent structure and extending these joists out into space, creating floor and / or roof area with no supporting columns or brackets. Typically used with balconies.

Casing: The trim around windows and doors.

Capital: The elaboration or order at the top of a column, pillar, pier or pilaster.

Chamfer: A beveled edge.

Column: Vertical structural member supporting a beam. May be round or square, straight or tapered.

Cornice: The topmost portion of the entablature; a decorative trim typically located at the junction of the wall and roof.

Cupola: Small structure located at the peak or ridge of a roof, consisting of low walls, windows, and a small roof.

Deck: A raised wood frame platform with no roof.

Dormer: A small structure that projects from a sloping roof, with a window or vent in the downslope end; may have a hip, gable, shed, or other shaped roof.

Eave: The exterior underside of a sloping roof which overhangs a wall.

Entablature: The upper horizontal members of a classical order, consisting of an architrave, frieze, & cornice.

Exterior Cladding: The material primarily used to cover the outside of a building. Examples include wood siding, brick masonry, and true stucco.

Facade: That portion of a building that faces a street, park, public way, alley, or property line.

Fence: A barrier made of a variety of materials such as wood, masonry, or iron and used to separate specific spaces.

Flush Door: A door with a flat exterior face, as opposed to a paneled door made of rails, stiles, and panels.

Frieze: The middle division of an entablature between the architrave and the cornice.

Gable: The triangular portion of a wall at the end of a pitched roof. A roof with two sloping planes meeting at a common ridge and having gabled ends.

Hip: The external angle formed by the meeting of two sloping roof surfaces. A roof with sloping planes at each facade meeting at a common ridge.

Lite: A glass pane in a door or window.

Masonry: Construction technique utilizing modular units stacked with mortar as a bonding agent. Examples include stone masonry, brick masonry, or concrete block masonry.

Maximum height: The tallest dimension of the roof structure of the building, typically the highest ridge.

Muntin: The small molding or bar that separates the individual planes of a multi-paned window or door. Sometimes referred to as a grid.

Outbuilding: A building located to the rear of a lot, separate from the principal building. An outbuilding may be connected to the principal building by a breezeway.

Panel: That portion of a door filling the void between stiles and rails.

Pickets: Vertical members of a fence supported of a top or bottom rail.

Plank: Type of door or gate utilizing vertical wooden boards usually with butt joint, v-groove, or beaded edge.

Principal Building: The main house or building built on a lot, as opposed to an outbuilding.

Rafter: Structural member supporting a roof.

Rake: The sloping fascia of a gable.

Ridge: The line formed where two sloping roof surfaces meet at the top; may be horizontal or inclined.

Roof Pitch: The slope of the roof in relation to the horizontal, expressed as a ratio of vertical inches to 12 horizontal inches.

Screening: The use of a wall, fence, or vegetation to give privacy to private areas or to screen parking, mechanical equipment,, or trash receptacles from view.

Setbacks: Lines established on each lot, recorded on the plat, parallel to property lines. They determine the closest distance a structure may be built to the property line.

Shed Roof: Roof type consisting of a single sloping plane.

Shutter: An operable cover or panel used to cover a window or door. Shutters are produced in various styles including louvered, raised panel, and plank.

Shutter Dog: Small metal fasteners used to hold the shutters open against a wall.

Soffit: The underside of a member such as an eave, overhang, or beam.

Stile: Vertical member of a window sash or door.

Stoop: Steps and rails leading from grade to a front porch that are not covered by a roof.

Style: Classification of architecture based on common elements that were popular during a given period of history, not to be confused with building type.

References

The following is a selection approved of reference books which will provide valuable guidance and direction regarding the appropriateness of specific styles, details, and materials.

A Field Guide to American Houses by Virginia & Lee McAlester, 2000, Alfred A. Knopf, New York

Traditional Construction Patterns by Stephen Mouzan, 2004, McGraw Hill

Architectural Graphic Standards by The American Institute of Architects, 2000 – Tenth Edition,
John Wiley & Sons, Inc.

FORM - A

Gray's Creek

Sketch Review Application

Lot number: _____

Development: _____

Date: _____

Owner

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Signed: _____ Date: _____

Architect/Designer

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Architectural Style Submitted: _____

Landscape

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Builder (if selected)

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

FORM - B

Gray's Creek

Final Review Application

Lot number: _____

Development: _____

Date: _____

Owner

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

I agree that, the house to be constructed on lot _____ in Grey's Creek will be built in accordance with the approved plans and spec's dated _____ and will verify compliance and correction of all outstanding violations prior to occupying or transferring ownership of the above property.

Owner / Builder's Signature: _____

Date: _____

Architect/Designer

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Builder (if selected)

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

FORM - C

Gray's Creek

Minor Change Application

Lot number: _____

Development: _____

Date: _____

Owner

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Signed: _____ Date: _____

Architect/Designer

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Landscape

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Builder (if selected)

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

FORM - D

Gray's Creek

Certification of Compliance

Lot number: _____

Development: _____

Date: _____

Owner

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

Builder

Name: _____

Address: _____

Telephone: _____ Fax: _____

e-mail: _____ Other _____

To the best of my knowledge and belief, the house constructed on lot _____ in Grey's Creek has been built in accordance with the approved plans and spec's dated _____ and have verified compliance and correction of all outstanding violations prior to occupying or transferring ownership of the above property.

Owner / Builder's Signature: _____

Date: _____

Gray's Creek DESIGN REVIEW COMMITTEE

Name: _____

Date: _____