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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR  
ST. IVES PROPERTY OWNERS' ASSOCIATION, INC.

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR  
ST. IVES PROPERTY OWNERS' ASSOCIATION, INC.

This DECLARATION made this 2th day of January, 1992, by ST. IVES PARTNERS, L.P., a Tennessee limited partnership (hereinafter sometimes referred to as the "Developer").

RECITALS

Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community known as ST. IVES COMMUNITY, with permanent Common Properties for the benefit of the community; and

Developer desires to provide for preservation of the values and amenities in the community and for the maintenance of said Common Properties; and to this end, desires to subject the real property described in Article II, together with such Additional Land as may be added hereto as provided in Article II, to the covenants, restrictions, easements, affirmative obligations, charges, and liens, hereinafter set forth, each and all of which is and are hereby declared to be for the benefit of the Property and each and every Owner of any and all parts thereof; and

Developer has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

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Developer has caused or will cause to be incorporated under the laws of the State of Tennessee, ST. IVES PROPERTY OWNERS' ASSOCIATION, INC., a Corporation Not for Profit, for the purpose of exercising the above functions and those which are more fully set out hereinafter:

DECLARATION

NOW, THEREFORE, the Developer subjects the real property described in Article II, and such Additional Land as may be added and subjected hereto pursuant to Article II hereof to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as "the Covenants") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01. Additional Land. "Additional Land" shall mean real property that may become subject to this Declaration in accordance with the terms and conditions of Article II hereof.

1.02. Association. "Association" shall mean ST. IVES PROPERTY OWNERS' ASSOCIATION, INC., a Tennessee corporation Not for Profit.

1.03. Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.04. Common Expense. "Common Expense" shall mean and include (1) expenses of administration, maintenance, repair to or replacement of the Common Properties; (2) expenses agreed upon as Common Expenses by the Association; (3) expenses declared Common Expenses by the provisions of this Declaration; and (4) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

1.05. Common Properties. "Common Properties" shall mean those areas land with or without any improvements thereon which are conveyed to the Association or to any governmental entity and required to be maintained by the Association, and are intended for the common use and benefit of all Owners, the Developer and Developer's guests, including without limitation, Lots 51, 52 and 53, St. Ives Estates, as shown by plat of record in Plat Book 46, page 130, in the Register's Office of Hamilton County, Tennessee, and all access, maintenance and security fence easements designated on said plat as Common Property Easements, and that certain Easement granted from Alice B. Shelley to St. Ives Partners, L.P., a Tennessee Limited Partnership, by document of record in Book 3730, page 319, in the Register's Office of Hamilton County, Tennessee.

1.06. Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.07. Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for ST. IVES COMMUNITY and By-Laws for ST. IVES PROPERTY OWNERS' ASSOCIATION, INC. and any Supplemental Declaration filed pursuant to the terms hereof.

1.08. Developer. "Developer" shall mean ST. IVES PARTNERS, L.P., a Tennessee limited partnership, and its successors and assigns.

1.09. Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family.



1.19. Property or Properties. "Property" or "Properties" shall mean the Existing Land and any Additional Land which is subject to this Declaration or any Supplemental Declaration under the provisions hereof.

1.20. Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.21. Permit. Shall mean the right of a Permittee and that Permittee's immediate family (i.e., husband, wife and children) to use the Common Properties, subject to the terms and provisions hereof, for a period of one (1) year from the date of the issuance thereof.

1.22. Permittee. Any natural person to whom a Permit has been issued. Permittees shall have no voting rights hereunder. The use of the Common Properties by Permittees shall be governed by this Declaration and by the Rules and Regulations promulgated by the Board. Permittees shall be subject to paying special assessments at times designated by the Board and in the same amount as Owners; Permits may be terminated, without pro-rata reimbursement to Permittees, for violations of this Declaration and/or of the Rules and Regulations promulgated by the Board, and/or for failure to pay special assessments. No person shall be a Permittee unless that person is the head of a household. The total, maximum number of persons that may have Permits at any given time shall be equal to 10 plus the number of the recorded lots then owned by Developer, provided that no Permit may be terminated prior to the end of its one (1) year period because of a lot sale by Developer. The head of the family living in the residence located on Lot 65, Applewood Subdivision, Unit 4, as shown by plat of record in Plat Book 68, page 286, in the Register's Office of Hamilton County, Tennessee, shall have the right to be one of these Permittees; provided that said right

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shall terminate if (a) said head of said household does not request and pay for a permit for one full year, or (b) the permit issued to said head of said household is terminated for cause (i.e., non-payment, violation of the provisions of this document or the Rules and Regulations) and remains terminated for one full year.

ARTICLE II

PROPERTIES, ADDITIONAL LAND AND COMMON PROPERTIES AND IMPROVEMENTS THEREON

2.01. Existing Land. The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants, is located in Hamilton County, Tennessee and is more particularly described as follows: As shown on Exhibit "A" attached hereto and made a part hereof.

2.02. Additional Land. Additional lands may become subject to this Declaration in the following manner:

A. Additions. Developer, its successors and assigns, shall have the right from time to time, without further consent of the Association, to bring into the plan and operation of this Declaration, contiguous additional realties in future stages.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the Additional Land which shall extend the operation of the Covenants of this Declaration to such complementary additions.

The Supplementary Declaration may contain such complementary additions, modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of Developer to the plan of this Declaration and any such additions and modifications shall be of different character, if any, of Additional Land and as are not inconsistent with the requirements of all governmental authorities having jurisdiction over the same.

B. 11078013. The Association may not merge or consolidate with another association.

2.01. Common Properties and Improvements Thereon.

- A. The Developer intends to develop the Existing Land in accordance with the plat of St. Ives Community of record in Plat Book 46, page 130, in the Register's Office of Hamilton County, Tennessee; provided, however, the Developer reserves the right to review and modify said plat from time to time, with the approval of all governmental authorities having jurisdiction.
- B. The Developer shall convey to the Association, from time to time, such property, as it, in its sole discretion, deems appropriate. Thereafter, such property shall be included within the term "Common Properties".
- C. The Developer has improved the Common Properties as lakes, parks, access easements, maintenance easements and security fence easements.
- D. Developer, at its sole option and expense, may build and improve the Common Properties with such other improvements as it deems desirable.
- E. If the Developer submits Additional Land to this Declaration, it may provide such improvements and amenities on the Common Properties within the Additional Land as it shall deem necessary or desirable to adequately service the needs of the Owners.

B. Mergers. The Association may not merge or consolidate with another association.

2.03. Common Properties and Improvements Thereon.

A. The Developer intends to develop the Existing Land in accordance with the plat of St. Ives Community of record in Plat Book 46, page 130, in the Register's Office of Hamilton County, Tennessee; provided, however, the Developer reserves the right to review and modify said plat from time to time, with the approval of all governmental authorities having jurisdiction.

B. The Developer shall convey to the Association, from time to time, such property, as it, in its sole discretion, deems appropriate. Thereafter, such property shall be included within the term "Common Properties".

C. The Developer has improved the Common Properties as lakes, parks, access easements, maintenance easements and security fence easements.

D. Developer, at its sole option and expense, may build and improve the Common Properties with such other improvements as it deems desirable.

E. If the Developer submits Additional Land to this Declaration, it may provide such improvements and amenities on the Common Properties within the Additional Land as it shall deem necessary or desirable to adequately service the needs of the Owners.

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F. Developer hereby grants to Tim Downey a perpetual easement to erect and to have it maintained at the expense of the Association, on Common Property Lot 51 a sign, which may not exceed 3 square feet in size, informing the public that St. Ives was developed by him.

### ARTICLE III

#### ASSOCIATION

3.01. Membership. The developer and every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest of at least fifty percent (50%) in any Lot which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Owner upon the conveyance of any Lot and recording of the Deed of conveyance in the Register's Office of Hamilton County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.02. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. A Member casting a vote representing a Lot owned by such Member shall

not be entitled to cast an additional vote for the Dwelling Unit upon said Lot. When one or more co-owners sign a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, each co-owner will be entitled to a fractional vote equal to his fraction of ownership. The Developer shall be entitled to one (1) vote for each Lot owned by it.

#### ARTICLE IV

##### THE BOARD OF DIRECTORS

4.01. Board of Directors. Subject to Section 4.12 of this Article hereinafter, the administration of the Property on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of five natural persons of legal age, each of whom shall be an Owner, a member of the household of an Owner, or the nominee of an entity, other than a natural person, which is an Owner.

4.02. Election. At each annual meeting, subject to the provisions of Section 4.12 hereof, the Association shall elect those members of the Board as required under Sections 4.02 and 4.03 hereof who shall serve the terms set out in Section 4.02 hereof; provided, however, the members of the Board elected to succeed those appointed by the Developer as provided herein may be elected at a special meeting duly called for that purpose by Developer, the Board elected at that special meeting to serve until the first annual meeting of the Association held thereafter. At least thirty (30) days prior to any annual meeting of the Association, the Board shall elect from the Association a Nominating Committee of

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not more than two (2) Owners (none of whom shall be members of the Board) which shall recommend to the annual meeting one nominee for each position on the Board to be filled at that particular annual meeting. Nominations for a position on the Board may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by five (5) or more Owners and by the nominee named therein indicating his willingness to serve as a member of the Board, if elected.

4.03. Term. Members of the Board shall serve for a term of two (2) years; provided, however, that three (3) members of the first Board elected by the Association at the annual meeting thereof shall be elected and shall serve for a term of one (1) year and the other two (2) members shall be elected and serve for a term of two (2) years. Thereafter, all Board members elected each year shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

4.04. Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President, the remaining Board members and the Manager. Any member of the Board may be removed from membership on the Board by a two-thirds (2/3) majority affirmative vote of the Association except in the event of the death of a member which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a member, the disability of a member which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a member shall cease to be an Owner, a member of the household of an Owner, or the owner of an entity, other than a natural person, which is an Owner. Whenever a vacancy occurs on the Board for any reason, the remaining members shall elect a successor member to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which

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time said vacancy shall be filled by the Association for the unexpired term, if any.

4.05. Compensation: The members of the Board shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

4.06. Powers and Authority of the Board. The Board, for the benefit of the Property and the Association, shall enforce the provisions of this Declaration, these By-Laws, and the Rules and Regulations governing the Property. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

- A. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility services for the Common Properties.
- B. The services of a person, or firm to manage its affairs ("Herein called "Manager"), to the extent deemed advisable by the Board as well as such other personnel as the Board shall determine to be necessary or proper for the operation of the Property whether such personnel are employed directly by the Board or are furnished by the Manager. All persons employed to manage or assist in the management or maintenance of the Property shall be employed upon such terms as the Board deems appropriate, which terms may be profitable to the Manager. The Manager may be ST. IVES COMMUNITY DEVELOPMENT CORPORATION, a Tennessee Corporation, its successors or assigns. The Board may delegate any of its duties, powers or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.



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C. Legal and accounting services necessary or advisable in the operation of the Property and the enforcement of this Declaration, these By-Laws, and any Rules and Regulations made pursuant thereto.

D. A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Board, Association and Owners as obligees, in an amount to be determined from time to time by the Board.

E. Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise, and without the necessity of approval by any Owner, furnishings and equipment and other personal property on the Common Properties and to provide maintenance, repair and replacement thereof.

F. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of this Declaration, these By-Laws or any Rules or Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Property or for the enforcement of this Declaration, these By-Laws, or the Rules and Regulations.

The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made from Common Expenses. The provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper.

4.07. Additional Powers of the Board. The Board shall have the right to create, manage, maintain, improve and otherwise deal with the Common Properties as may be necessary or convenient in the operation and

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management of the Common Properties, and in accomplishing the purposes set forth herein. The Board, in so doing, shall be deemed the agent of the Owners, and such shall collect, conserve, allocate and expend money received from the Owners in a manner consistent with such agency relationship and in conformity with the Declaration, these By-Laws and the Rules and Regulations.

The Board shall have the right to grant a Permit to any natural person seeking to become a Permittee, upon the payment by such person, in advance, of a Permit fee equal in amount to the then existing Annual Assessment. Each Permit so issued shall be valid for a period of one (1) year from its date of issuance.

4.08. Meetings of the Board. Meetings of the Board shall be held at such places within or without the State of Tennessee as the Board shall determine. Three (3) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association. The Board shall annually elect all of the officers set forth in Section 5.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

4.09. Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two Board members.

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4.10. Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

4.11. Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

4.12. Developer Performs Functions. The rights, duties and functions of the Board shall be exercised by individuals (who need not be Owners) appointed by Developer until such time as Developer, in its sole discretion, shall call a special meeting of the Association to elect a Board to succeed the individuals appointed by Developer. The Developer may appoint an advisory Board composed of Owners to serve with the Board appointed by the Developer as provided for in this Section. The advisory Board members shall have no voting rights. Prior to calling the meeting of the Association to elect a Board to succeed the individuals appointed by Developer, Developer may execute and record in the Register's Office of Hamilton County, Tennessee a document stating that Developer reserves unto itself, its successors

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or assigns, the rights given to the Board in Article X hereof, and stating that said reservation, notice of which is thus provided, shall survive the election of a Board to succeed the individuals appointed by Developer. Thereafter, Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee a document assigning those rights to the Board.

4.13. Notice of Election. After the election of the Board to succeed the first Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

4.14. Fiscal Year. The fiscal year shall be determined by the Board.

4.15. Special Committees. The Board by resolution duly adopted may designate one or more special committees, each committee to consist of two (2) or more Owners appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. Each Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Owners to fill vacancies on Special Committees.

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4.16. Rules and Regulations. The Board shall have the Power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of, the Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall become effective.

4.17. Limitation on Capital Additions, Etc. Except as permitted in Article 4.06(E) and Article XI, the Board shall authorize no structural alterations, capital additions to, or capital improvements of, the Common Properties, any of which or with others on an annual cumulative basis would require an expenditure in excess of Five Thousand Dollars (\$5,000.00) without approval of a majority vote of the Association; or any of which or with others on an annual cumulative basis would require an expenditure in excess of Ten Thousand Dollars (\$10,000.00) without approval of two-thirds of the vote of the Association; provided however, that the limitations on expenditures herein established shall be adjusted at such times as the Board, in its sole discretion, determines to be reasonable, and on the basis of such Consumer Price Index as the Board may, in its sole discretion, from time to time, select to use as the basis of its decision to adjust said expenditure limitations; and, provided however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof

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without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be

strict performance of any of the terms, covenants, conditions or restrictions in the Rules and Regulations or to exercise any right, option or notice; but such action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect

ARTICLE V

THE ASSOCIATION: MEETINGS, OFFICERS, ETC.

5.01. Quorum. The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the Owners of Lots subject to assessment under Section 8.05A or Owners entitled to cast at least fifty (50) votes, whichever is less, in response to notice to all Owners properly given in accordance with Sections 5.02 or 5.03 of the By-Laws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes which are represented at such meeting

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5.02. Annual Meeting. There shall be an annual meeting of the Association on the first Monday of March at 6:00 P.M. at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting the Board shall furnish to the Owners: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Owner; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous year and if then available, for the current fiscal year, together with the allocation thereof to each Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Owners who were not present at the annual meeting if not previously provided. Developer reserves unto itself, its successors or assigns, for a period of 10 years from the date on which the first Board is elected to succeed the individuals appointed by Developer pursuant to Article IV, Section 4.12, the right to approve or disapprove the budget for the coming year.

5.03. Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or by at least one-third (1/3) of the Owners by written notice, delivered to all Owners not less than seven (7) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

5.04. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with this Declaration or other such rules adopted by the Board.

5.05. Officers. The officers of the Association and of the Board shall be the same and shall be a Chairman, President, Vice-President, Secretary, and Treasurer. Except as provided in 4.12, each officer shall be required to be an Owner, and a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

A. Chairman. The Chairman shall preside at all meetings of the Board and may exercise the power ordinarily allocable to the Chairman of a board, including the appointment of committees.

B. President. The President shall preside at all meetings of the Association and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees.

C. Vice-President. In the absence of inability of the President, the Vice-President shall perform the functions of the President.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

E. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.



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## ARTICLE VI

LIABILITY AND INDEMNIFICATION

6.01. Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association: (i) shall not be liable to the Owners or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for their own willful misconduct, bad faith, or failure to exercise that degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances in like positions; (ii) shall have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for their own willful misconduct, bad faith, or failure to exercise that degree of diligence, care and skill which ordinarily prudent men would exercise under similar circumstances in like positions; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Common Properties, or which might in any other way be assessed against or imputed to them as a result of or by virtue of their capacity as such Board members and/or officers.

6.02. Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation, counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative, instituted by any one or more Owners or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is, or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association or of the Board, or otherwise. The indemnification by the Association set forth in this Article VI shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

6.03. Costs of Suit In Actions Brought by One or More Owners on Behalf of All Owners No suit shall be brought by one or more but less than all Owners on behalf of all Owners without approval of a majority of Owners and, if approval is obtained, the plaintiff's expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Owners against other Owners, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Owners as defendants, in which event the plaintiff's expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

6.04. Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board and the Association, and all Owners shall have no right to participate other than through the Board in such defense. Suits against one or

...all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Owners at their expense.

ARTICLE VII

PURPOSES, USES AND RESTRICTIONS

7.01. Common Properties. The Common Properties shall be used for the purposes specified by the Board in the rules and regulations, including but not limited to, the following:

- A. lakes for recreation or aesthetic view;
- B. parks for recreation or aesthetic view;
- C. access easements;
- D. maintenance easements;
- E. security fence easements;
- F. equipment maintenance easements.
- G. water level variance easements.

The Common Properties shall remain permanently as open space except as improved and there shall be no subdivision of same, except as otherwise herein provided for. No building, structure or facility shall be placed, installed, erected, or constructed in or on said Common Properties, unless it is purely incidental to one or more of the uses above specified. No physical access to Common Property Lot 53 shall be available to any Owner whose Lot does not have a common boundary with Common Property Lot 53. Physical access to Common Property Lot 52 shall be available to any Owner whose Lot does not have a common boundary with Common Property Lot 52, but only upon that part of Common Property Lot 52 which is not submerged where it fronts on Ridgerock Drive. Physical access to Common Property Lot 51 shall be available to any Owner whose Lot does not have a common boundary with Common Property Lot 51, but ingress and egress to and from Common Property Lot 51 shall only be available where it has a common boundary with Ridgerock Drive. Additional physical access to Common Property Lots 51, 52 and 53 shall, in the Developer's discretion, be made available by amendment(s) to this Declaration.

No amendment shall be made affecting the Common Properties which fails to satisfy the requirements, if any, of governmental authorities having jurisdiction, and subject to the provisions of Article VII, Section 7.23 hereof, no amendment shall be made which in any manner impairs or diminishes the rights of the members of the Association in the Common Properties. This shall not prevent the Developer from submitting Additional Land hereto as provided for herein.

No Owner of a Lot may construct any Improvement upon any Common Property.

7.02. Dwelling Unit. A Dwelling Unit shall be occupied and used as a single-family private residence.

7.03 Business Use. No panel or commercial trucks shall be parked in driveways or on streets in front of property. No commercial or business shall be permitted within the Properties except that the Developer shall have the right to maintain a sales office upon the Property (including Additional Land), and, until the last Lot being offered for sale has been sold, the Developer may maintain the sales office and one or more model Dwelling Units upon the Property. The sales office may be maintained in the club house which is one of the Common Properties. Nothing contained herein shall prohibit the Association from permitting maintaining or operating concessions, or vending machines, on the Common Properties. No Lot may be used as a means of service to establishments or adjacent property, including but not limited to supplement facilities or an intentional passageway or entrance into a business or another parcel of land, whether or not a part of the Property, unless specifically consented to by the Board in writing.

7.04. Obstructions. No obstruction of the Common Properties shall be permitted.

7.05. Signs. No sign of any kind shall be displayed to the public view from any Lot or from the Common Properties, without the prior written consent of the Association.

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7.06. Animals. No animals, livestock or poultry shall be raised or kept on any lot or in or upon the Common Properties, except that dogs, and other household pets may be kept in any Dwelling Unit, but shall not be allowed to run at large, subject to the Rules and Regulations adopted by the Board.

7.07. Unkempt Conditions. It shall be the responsibility of the Owner to prevent the development of any unclean, unsightly, or unkempt condition on such Owner's Lot or Lots.

7.08. Noxious Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof.

7.09. Permitted Entrances. In order to implement and effect insecticide and woods fire control, the Developer reserves for itself and for the Association and its agent the right to enter upon any lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented (with prior written approval of the Association for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Association detracts from the overall beauty, setting and safety of the Property or Common Properties. Such entrance for the purpose of mowing, cutting, clearing or

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driving shall not be deemed a trespass. The Developer and Association and its agent may likewise enter upon such land to remove any trash or debris which has collected on said lot without such entrance and removal being deemed a trespass. The provisions of this Section 7.09 shall not be construed as an obligation on the part of the Developer or the Association or its agent to mow, clear, cut or prune any lot or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the owner(s) of the lot upon which such work was done.

7.10. Satellite Dishes. No satellite dishes, T.V. antennas or other such structures shall be allowed on any lot, or on any structure on any lot.

7.11. Parking. Each Owner shall provide space for parking automobiles off the street prior to the occupancy of any Dwelling Unit constructed on a lot or subdivision of lots in accordance with reasonable standards established by the Board. No overnight street parking is allowed.

7.12. Outdoor Lights. Any Owner may be required, in the discretion of the Board or architectural committee, to erect and maintain outdoor lights at such locations and of such design as is acceptable to the Board or architectural committee. Without intending to restrict the authority of the Board or architectural committee in this regard, examples of lights which may be required are: tree lights, gas lights, spot lights, etc. The Board or architectural committee will make these requirements simultaneously with house plan and/or landscaping plan approvals.

7.13. Square Foot Requirements. Single level homes shall contain not less than 2,600 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages. All non-single level homes shall contain not less than 3,000 square feet of enclosed, heated and air-conditioned floor space, exclusive of garages.

7.14. Driveways. All driveways on lots shall be constructed of concrete, unless alternate material is approved by the Board or architectural committee.

7.15. Mobile Homes and Towed Vehicles. No mobile type of home or house trailer shall be placed or permitted to remain on any Lot. No boat trailers, recreational vehicles and/or motor home type vehicles, campers, or other towed vehicles may be kept on any Lot without the prior written approval of the Association.

7.16. Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of the Hamilton County Health Department Regulations.

7.17. Temporary Structures. No outbuilding, garage, shed, tent, trailer, or temporary building of any kind shall be erected, constructed, permitted, or maintained prior to commencement of the erection of a Dwelling Unit; provided, however, that this Section shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any Dwelling Unit nor the use of adequate Porta Potty facilities for workmen, the provision of which shall be required during such construction.

7.18. Occupancy Before Completion. No structure on any Lot shall be occupied until a dwelling house and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any building are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The Owner of any Lot violating either of these provisions shall be liable to the Board for liquidated damages at the rate of One Hundred and No/100 (\$100.00) Dollars per day the violations occur, and to

payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from the Board or Architectural Committee if construction is not resumed within said ten (10) days.

7.19. Outbuildings. No trailer, tent, barn, servants quarters, or other similar outbuilding or structures shall be placed upon any Lot at any time, either temporarily or permanently other than temporary construction equipment vans or sheds during the course of construction. There shall be no treehouses or exterior storage structures. This provision shall not be construed to prohibit the Board or architectural committee from permitting structures normally associated with swimming pools.

7.20. Tanks and Garbage Receptacles. No fuel tanks shall be allowed, whether within or without a Dwelling Unit; within or without any accessory building, within or without a screened area or buried underground. Garbage receptacles shall be placed in a screened area, approved fence, shrubbery or combination thereof, when placed next to the road for garbage pickup.

7.21. Wells. No private water wells may be drilled or maintained on any residential Lot without the written consent of the Board.

7.22. Subdivision of Lots. Subject to the provisions of Section 7.23 of this Article, no lot shall be combined with another Lot, and no Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board.

7.23. Developer Reserves Rights. Notwithstanding any other provisions herein to the contrary, Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of



any Lot to become a part of the Common Properties, and to cause portions of Common Property Lots to become a part of any of the Lots bordering them, provided that not more than 3,000 square feet of any one given Common Property Lot may be added to any one given Lot bordering it, and provided that not more than 21,000 total square feet of any one given Common Property Lot may be added to the Lots bordering it.

7.24. Lawn Care. All unimproved and improved Lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly cut. All Lots must be kept clean, even during the construction process, and, where lawns and landscaped areas have been developed then those lawns and landscaped areas must be well maintained; shrubbery must be trimmed properly; lawns must be regularly cut, raked and kept clean and free of weeds; grassed areas must be regularly fertilized and overseeded. In the event that a Lot Owner fails to maintain his Lot in accordance herewith, the Board may do so and may recover the costs incidental thereto from the Lot Owner.

7.25. Easements Reserved. The Developer reserves unto itself, its successors and assigns, and to the Association, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground to erect, maintain and use a fence for security purposes within the Security Fence Easement areas shown on said plat. This easement and right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar, reasonably necessary activity.

7.26. Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, clear debris and landscape, within 120 days from the date of the damage, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers

of this provision may be made only upon the Board establishing that the overall purpose of this Declaration would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners. If the Owner has not commenced restoration, repairs or removal within said period of time and the damage is in excess of eighty percent (80%) of the value of the Lot and improvements immediately prior to such damage, the Association, in addition to other remedies set forth herein, is and shall be permitted to have the damaged remains removed and to landscape the Lot, and shall have a lien on the Lot as set out in Section 8.08 for the amount of all costs, expenses, including reasonable attorney's fees, incurred in connection with said work.

7.27. Roofs. Roof pitches must be a minimum of 10/12, unless otherwise approved by the Board or architectural committee. All roofs must be of architectural qualityingles, shakes or slate.

7.28. Fireplaces. All fireplace inserts must be capped with a shroud at the point where the flue reaches the top of the chimney.

7.29. Rear Elevations. When a Dwelling Unit will have a rear elevation that faces a Common Property, then the quality of the finish of the rear elevations must be equal to the quality of the finish of the front elevation thereof.

7.30. Chimneys. Chimneys must be constructed of brick, sto or stone, and those chimneys on the exterior must have a foundation.

7.31. Garages. Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with Board or architectural committee approval. No carports may ever be permitted. No garage door may face the street upon which the Dwelling Unit fronts. The inside walls of garages must be finished, and garage doors may not be allowed to stand open.

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7.32. Set-Back Requirements. Minimum front, side and rear set-back lines will be determined by the Board or architectural committee.

7.33. Adjoining Lot Damage. Any damage done to any adjacent or adjoining lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly and the street must be kept clean during construction.

7.34. Material Quality. Only quality materials and design will be accepted on any structure built on any Lot. PermaStone and asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Board or architectural committee.

7.35. Fences. No chain link fences will be allowed on any Lot. Wooden fences may be constructed with the prior written approval of the Board or architectural committee.

7.36. Air Conditioning And Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

7.37. Sidewalks. It is the obligation of each Lot Owner subsequent to developer to install a sidewalk, which must be colored and stamped in accordance with Board or architectural committee plans, along his Lot frontage in accordance with Board or architectural committee specifications by the time the residence is completed or within one (1) year from date of purchase of the lot, whichever is later.

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7.38. Neat Condition. No garden tools, wheel barrows, lawn mowers, bicycles, and other toys or equipment of any nature shall be left unattended in the yard of any Lot visible from any street when not in use. In the event that any Lot Owner shall after three (3) days written notice from the Board or architectural committee fail to remove any of the above described items from the yard, then the Owner of any Lot violating this provision shall be liable to the Board or architectural committee for liquidated damages at the rate of Twenty-Five Dollars (\$25.00) per day until said items are removed and to payment of such court costs and attorney's fees as may be incurred.

7.39. Sodding. Prior to occupancy of the residence, the front yards of all Lots must be sodded. Prior occupancy may be approved by the Board or architectural committee if weather conditions prohibit sodding. Front yards must also have installed sprinkler systems. All side and rear yards fronting on Common Properties must be sodded.

7.40. Exterior Siding. All exterior siding must be approved in writing by the Board or architectural committee. All masonite siding must have laps no greater than six inches. Houses using masonite siding on all exterior sides must be true lap siding and not artificial laps.

7.41. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

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7.42. Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

7.43. Mailboxes. All mailboxes must be masonry and of a type consistent with the character of the property shall be selected and placed by the Owner of each Lot and shall be maintained by the Owner to compliment the residences and the neighborhood. Design for mail boxes must be approved by the Board or architectural committee

7.44. Approved Builders. Only builders that have been approved by the Board or architectural committee shall be permitted to construct Dwelling Units in the development. The Board or architectural committee shall maintain a list of approved builders which list shall be made available to Lot Owners and prospective purchasers. The Developer may from time to time, in its sole discretion, change the approved builders list by adding names of additional builders and/or by deleting names of builders no longer approved; provided, however, that the number of approved builders shall not fall below four (4). An Owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list at the time the construction contract is entered into.

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7.45. No Waterway Use. No boat of any kind shall be permitted upon nor shall any swimming be permitted in, any waterway, stream, lake or pond on Common Properties. No garbage, trash, or other refuse shall be dumped into a waterway, stream, lake or pond on the Common Properties. Owners will be assessed \$500.00 fine for each violation of this provision, in addition to assessments and cost of removal.

7.46. Decks. All exterior wood decks must be painted in accordance with the requirements of the Board or Architectural Committee.

7.47. Tree Removal. No trees or shrubs shall be removed prior to obtaining approval of the Developer or the Architectural Review Committee. The majority of the trees may not be removed from any lot except in the area of the Lot upon which the house and driveway are to be constructed. Except for view enhancement, excessive removal of trees will be deemed to be a nuisance to the adjoining neighbors and will mar the beauty of the Development.

7.48. Renting or Leasing. No residence may be rented or leased for period of time that is less than six (6) months.

7.49. Windows. Materials to be used in windows and glass doors must be approved by the Board or the Architectural Committee. Aluminum awnings or jalousie-type windows are not permitted. Window shutters must be sized to match window openings and must be mounted to appear functional.

7.50. Building Requirements. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding or "ston" to compliment the house. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved

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colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Board or the Architectural Committee may make exceptions as to the placement of such roof stacks and plumbing vents.

7.51. Service Area. Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is integral part of the site development plan, using materials and colors that are harmonious with the home it serves.

7.52. Violations and Enforcement. In the event of the violation of, or attempted violation of any one or more of the provisions of this Declaration the Developer, its successors or assigns, or the Association, its successors or assigns, including all parties hereafter becoming Owners of any one or more of the Lots to which the provisions of this Declaration apply, may bring an action or actions against the Owner violating or attempting to violate this Declaration seeking to enjoin such violation, or attempted violation, and the Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorney's fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, either side or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns, or the Board. Further the Developer or the Board may grant variances as to the enclosed dwelling area requirement of a Dwelling Unit, or other restrictions set forth in this Article. If such variances do not, in the sole discretion of the Developer or the board, adversely affect the purposes sought to be attained hereby.

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By Reason the rights of enforcement of the provisions of this Article being given unto Owners of Lots (subject to rights of variance reserved by the Developer and the Board), it shall not be incumbent upon the Developer or upon the Association to enforce the provisions of this Article or to prosecute any violation thereof.

## ARTICLE VIII

### ASSESSMENTS

#### 8.01. Creation of the Lien and Personal Obligation of Assessments.

The Developer, by recordation of this Declaration, for each Lot owned by it within the Properties, and each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Association annual assessments and special assessments for the purposes set forth in Section 8.04 of this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more co-owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the maximum interest rate allowed by law.

#### 8.02 Purpose of Assessments. The assessments levied by the

Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties



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The special assessments shall be used for the purposes set forth in Section 8.04 of this Article.

8.03. Amount of Annual Assessments. The amount of the annual assessments shall be determined by the Board. One assessment shall be paid for each Lot owned by the Owner thereof.

8.04. Special Assessments for Improvements and Additions. In addition to the annual assessments authorized by Section 8.03 hereof, the Association may levy special assessments 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 upon the Common Properties, including the necessary fixtures and personal property related thereto or addition to the Common Properties.

8.05. Property Subject to Assessment.

A. Only land within the Property which has been subdivided into Lots, and the plats thereof recorded, shall constitute a Lot for purposes of these assessments. Projected locations for future platted lots shown on the Master Plat will not be subject to assessment, unless and until such locations are subdivided into Lots, and the plat thereof recorded.

8.06. Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot or in any other way.

The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee of a Utility easement.
- (b) All properties dedicated and accepted by a local public authority and devoted to public use.
- (c) All Common Properties as defined in Article I hereof;
- (d) All Properties exempted from taxation by the laws of the State of Tennessee, upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels or similar classification of the Owners.
- (e) At any time as there is a total combined number of non-Developer Owners and Permittees of less than 30, then the Developer will pay for as many annual assessments as is equal to the difference between 30 and the total combined number of non-Developer Owners and permittees, with each annual assessment thus determined to be payable by Developer to be hereinafter referred to as a "Developer pay obligation". All Lots owned by Developer that are in Excess of the number of "Developer pay obligations" shall be exempt from the assessment.

8.07. Date of Commencement of Annual Assessments.

A. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board to be the date of commencement. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

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B. The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.

C. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 8.03 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Lots in Additional Land if the assessment commences at a time other than the beginning of any assessment period.

D. The due date of any special assessment under Section 8.04 hereof shall be fixed in the resolution authorizing such assessment.

8.08. Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefor, the Association is hereby granted a lien upon each Lot and the Improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, interest on past due amounts, and reasonable attorney's fees, incurred by the Association in enforcing the lien upon said Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

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title shall not be liable shall be absorbed and paid by all Owners as a part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

9.03. Amendments. No Amendment to this Article IX shall adversely affect the rights of any First Mortgagee whose Mortgage was recorded prior to the Amendment unless such Mortgagee consents to such Amendment.

9.04. Extension of Benefits to Other Mortgagees. By subordination agreement executed by a majority of the Board, the benefits of Sections 9.02 and 9.03 of this Article may be extended to Mortgagees not otherwise entitled thereto.

9.05. Mortgagees' Approval of Certain Actions. Except as provided in Article VII, Section 7.23, unless at least seventy-five percent (75%) of the First Mortgagees (based upon one vote for each First Mortgage owned) of the Lots have given their prior written approval, the Association shall not be entitled to:

- A. By act or omission seek to abandon; partition, subdivide, encumber, sell or transfer the Common Properties owned, directly or indirectly, by the Association;
- B. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot Owner;
- C. By act or omission change or abandon the plan of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of the units, the maintenance of the Common Properties or the upkeep thereof; or

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## ARTICLE IX

MORTGAGES; MORTGAGEES AND PROCEDURES AND RIGHTS RELATING THERE TO

9.01. Register of Owners and Mortgagees. The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association Board in writing of his interest in such Lot, and shall furnish such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any Mortgage and the name of the Mortgagee on any Lot, and the recording information which shall be pertinent to identify the Mortgage and Mortgagee. The Mortgagee may, if it so desires, notify the Association of the existence of any Mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

9.02. Subordination of Lien to First Mortgagees. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event a First Mortgagee shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring

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8.09 Lease, Sale or Mortgage of Lot. Whenever any Lot may be leased or mortgaged by the Owner thereof, the Association, upon written request the Owner of such Lot, the proposed lessee, purchaser or mortgagee, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association the Owner of such Lot; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the rent, or the proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before payment of any rent, proceeds of purchase or mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.



upon any ground, including purely aesthetic considerations, which, in the sole discretion of the Board or committee, shall be deemed sufficient; provided however, the committee or the board in its decisions shall allow for individual preferences of architecture and landscape but not at the expense of loss of harmony of appearance and design within St. Ives Community. To this end traditional, and conservative contemporary architecture, in scale and balance with the lot shall be observed. Landscaping shall be consistent with architecture by way of example, but not limitation, round or underground homes or unusual colors or intensities thereof shall not be permitted. No alterations in the exterior appearance of any Dwelling Unit, building, fence or other structure shall be made without like approval. One (1) copy of all plans and related data shall be furnished to the Board or committee for its records. In the event said plans, location, specifications, or construction schedule shall have been properly submitted to the Board, and the Board should within thirty (30) days of such submission, fail to give notice of approval or disapproval, such plans, locations, specifications of construction schedule shall be deemed to be approved in full. In the event of the completion of a Dwelling Unit without any proceedings being brought to enjoin the same, it shall be conclusively presumed that the plans, location, specifications, or construction schedule of such Dwelling Unit have been approved. The Board or architectural committee shall have the right to approve or disapprove the number of square feet of enclosed dwelling area that is proposed to be within a Dwelling Unit; to stipulate whether or not a proposed Dwelling Unit must be a one-story, one and one-half story or two-story Dwelling Unit; to determine the front, side and rear setback requirements for each proposed Dwelling Unit, and to determine whether or not fences may be erected, where they must be erected and of what material they must be constructed, to determine



whether or not a swimming pool may be installed on a Lot, where it must be located and generally to approve or disapprove the plans and specifications therefor, to require the installation of, and approve or disapprove of the plans and specifications for, a sidewalk, to determine whether or not trees may be cut. The Board or architectural committee shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Board or architectural committee and shall initially be set at \$200.00. However, notwithstanding the provisions of this paragraph, neither the Board, nor an architectural committee appointed by the Board, may permit the erection, placement or alteration of any Dwelling Unit, building, swimming pool, mail receptacle, fence, or other structure, drives or parking areas, or landscaping unless the same shall comply with the requirements of Article VII hereof.

10.02. Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under Section 10.01 will be withheld unless such plans, location, and specifications comply with the provisions of Article VII of this Declaration, the general guidelines of Section 10.01, and unless such construction schedule complies with the provisions of Section 10.03. Approval of the plans and specifications by the Board or an architectural committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

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10.03. Exterior Completion. The exterior of all Dwelling Units and other construction must be completed within six (6) months after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. During the process of construction, all construction debris, including dirt on roads, etc. will be cleaned up on a daily basis. The Owner of a Lot having a common boundary with a lake shall install, before construction and/or landscaping commences, and maintain during entire construction and/or landscaping process, a silt screen approved by the Board or the architectural committee.

10.04. Licensing. All contractors, landscape architects and others performing work on a Lot must be duly licensed by the State of Tennessee to do such work.

## ARTICLE XI

### EMINENT DOMAIN

11.01: Board's Authority. If all or any part of the Common Properties (excluding personality) is taken or threatened to be taken by Eminent Domain, the Board is authorized and directed to proceed as follows:

A. To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems necessary or advisable, to aid and advise it, in all matters relating to such taking and its affect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements, with respect to such taking or attempted taking, and (iv) deciding if, how and when to restore the Common Properties

B. To negotiate with respect to any such taking, to grant any permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

C. To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

11.02. Notice to Owners and Mortgagees. Each Owner and each First Mortgagee on the records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

11.03. Reimbursement of Expenses. The Board and the Association shall be reimbursed for all attorneys', engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of; any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

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request. The complainant, at his expense, and the Committee at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two (2) members of the Committee and may be adjourned from time to time as the committee in its discretion deems necessary or advisable. The Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 12.07, the decision shall be final and binding upon the complainant.

12.06. Questions of Law. Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

12.07. Questions of Fact; Arbitration. If there shall be any dispute as to any material fact, either the Committee or the complainant may, at its option, within ten (10) days after notice of the decision as provided for in section 12.05, submit the same to arbitration in accordance with the provisions of arbitration adopted by the American Arbitration Association by filing with the arbitrator a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Committee. In the event of arbitration, each party shall bear one-half (1/2) of the expense thereof.

12.08. Exclusive Remedy. The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Committee, the Association, the Board of Directors or any member of the Association in his capacity as such member without first complying with the procedures for complaints herein established.

12.01. Scope: The procedures set forth in this article for Owners complaints shall apply to all complaints regarding the use or enjoyment of property or any portion thereof on regarding any matter within the control jurisdiction of the Association, including, without limitation, decisions or Association of the Board of Directors of the Association.

12.02. Grievance Committee: There shall be established a Grievance Committee (referred to in this Article as "the Committee") to receive and coordinate all Owner complaints. The Committee shall be composed of the President of the Association and two other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee.

12.03. Form of Complaint: All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and two other Owners appointed by and serving at the pleasure of the Board. Consideration by the Committee. Within twenty (20) days of receipt of a complaint, the Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reason therefor. Within ten (10) days after notice of the decision, the complainant may proceed under Section 12.05, but if complainant does not, the decision shall be final and binding upon the complainant.

12.05. Hearing Before the Committee: Within ten (10) days after notice of the decision of the Committee, the complainant may request a hearing before the Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's of the decision of the Association, equivalent a hearing before the Committee. The President of the Association, the complainant, the complainant's hearing shall be held within twenty (20) days of receipt of complainant's

OWNER COMPLAINTS

ARTICLE XII

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12.09. Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like shall be the sole responsibility of complainant. All expenses of the Committee incident to such complaint shall be deemed a Common Expense of the Association.

### ARTICLE XIII

#### REMEDIES ON DEFAULT

13.01. Scope. Each Owner shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

13.02. Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the By-Laws, or the Rules and Regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for in Section 8.01, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate and not in conflict with the provisions of this Declaration and By-Laws, by an aggrieved Owner.

13.03. Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Association, if successful, shall, in addition to the relief provided for in Section 13.02, be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorneys' fees.

13.04. Waiver. The failure of the Association or of an Owner to enforce any right, provision, covenant or condition which may be granted herein or the receipt or acceptance by the Association of any part payment of an assessment shall not constitute a waiver of any breach of a Covenant, nor shall same constitute a waiver to enforce such Covenant(s) in the future.

13.05. Election of Remedies. All rights, remedies and privileges granted to the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration and By-Laws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, 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 available to any such party at law or in equity.

#### ARTICLE XIV

##### GENERAL PROVISIONS

14.01. Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer, or Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

14.02. Amendments. As long as Developer is exercising the rights, duties and functions of the Board pursuant to Section 4.12 of this Declaration, this Declaration may be amended by the Board at any time. Thereafter, this Declaration may not be amended. No amendment shall be effective until it has been recorded in the Register's Office of Hamilton County, Tennessee. No such amendment may be recorded in the Register's Office of Hamilton County, Tennessee unless it has been executed and acknowledged by the President and Secretary, and the Secretary shall certify on its face that it has been adopted in accordance with the provi-

visions of this Section; provided, that, in the event of the disability or other incapacity of either, the Vice-President shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

E. The certificate referred to in Paragraph D of this Section shall be in substantially the following form:

C E R T I F I C A T E

I, \_\_\_\_\_, do hereby certify that I am the Secretary of St. Ives Property Owners' Association, Inc. and that the within amendment to the Declaration of Covenants and Restrictions For St. Ives Community and By-Laws For St. Ives Property Owners' Association, Inc. was duly adopted by the Board of said Association in accordance with the provisions of Section 14.02 of said Declaration.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary  
St. Ives Property Owners' Association, Inc.

No amendment shall be made affecting the Common Properties which is in any manner inconsistent with the permitted uses and purposes for such properties set out in Section 7.01. No amendment to this Declaration shall be made which shall adversely affect the rights of Mortgagees under Section 9.03.

14.03. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner on the records of the Association at the time of such mailing. Notice to



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one or two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Developer under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

11 Ridge Rock Road  
Signal Mountain, TN 37377  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The address for the Board, the Association, or any officer thereof may be changed by the Secretary or President of the Association by executing, acknowledging, and recording an amendment to this Declaration stating the new address or addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

14.04. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

14.05. Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

14.06. Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

14.07. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

14.08. Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

14.09. Effective Date. This Declaration shall become effective upon its recording.

14.10. Rights Releasable by Developer. Any right given to the Developer herein may be released by it upon filing an amendment hereto in the Register's Office of Hamilton County, Tennessee.

IN WITNESS WHEREOF, the Developer has executed, or caused to have executed by its duly authorized officers this Declaration on the date first above written.

ST. IVES PARTNERS, L.P.,  
A Tennessee limited partnership

BY: ST. IVES COMMUNITY DEVELOPMENT  
CORPORATION, GENERAL PARTNER

By: Timothy W. Downey  
Title: TIMOTHY W. DOWNEY,  
Vice-President

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STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

On this 6TH day of January, 1992, before me personally appeared Timothy W. Downey, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Vice-President of ST. IVES COMMUNITY DEVELOPMENT CORPORATION, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer thereof, and, who, upon oath, acknowledged St. Ives Community Development Corporation to be the General Partner of ST. IVES PARTNERS, L.P., the within named bargainer, a Tennessee limited partnership, and that it as such General Partner, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the partnership by itself as General Partner.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

*[Signature]*  
NOTARY PUBLIC

My commission expires:

July 26, 1992



01/09/92

MISC

240.00

\*\*240.00

EXHIBIT A

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:  
 Lots One (1), Seven (7), Eight (8), Nine (9), Ten (10),  
 Eleven (11), Seventeen (17), Eighteen (18), Nineteen (19),  
 Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three  
 (23), Twenty-four (24), Twenty-five (25), Twenty-six (26),  
 Twenty-seven (27), Twenty-eight (28), Twenty-nine (29),  
 Thirty (30), Forty-eight (48), Forty-nine (49), Fifty (50),  
 Fifty-one (51), Fifty-two (52), and Fifty-three (53), St.  
 Ives Community, as shown by plat of record in Plat Book 46,  
 page 130, in the Register's Office of Hamilton County,  
 Tennessee.  
 REFERENCE is made for prior title to deed of record in Book  
 3697, page 470, in the Register's Office of Hamilton County,  
 Tennessee.

049211

SARAH P. DEFRIESE  
 REGISTER  
 HAMILTON COUNTY  
 STATE OF TENNESSEE

'92 JAN 9 AM 9 15

BY: K. Linn  
 DEPUTY

RECPT. # 514002

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES PROPERTY OWNERS' ASSOCIATION, INC.

The above Declaration which is recorded in Book 3930, Page 222, in the Register's Office of Hamilton County, Tennessee is hereby amended as follows:

Section 7.37 of "Article VII, Purposes, Uses and Restrictions" is amended to read as follows:

7.37. Sodding. Prior to occupancy of the residence, the front and side yards of all lots must be sodded. Prior occupancy may be approved by the Board or Architectural Committee if weather conditions prohibit sodding. Front yards must also have installed sprinkler systems. Neither sodding nor sprinkler systems are required for back yards.

EXCEPT AS OTHERWISE INDICATED, SAID DECLARATION AND BY-LAWS REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

In witness whereof, the following owners of existing lots in St. Ives Community and the Board of Directors and Architectural Committee have consented and executed this Amendment this 22<sup>nd</sup> day of December, 1993.

St. Ives Community Development Corporation, a Tennessee corporation, as Developer and Acting Architectural Committee for St. Ives Property Owners' Association, Inc.  
by: Geal. C. Coss  
Tpt C. Moss, President

RED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
3 GEORGIA AVENUE  
HATTANOOGA, TN.

AE

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES  
PROPERTY OWNERS' ASSOCIATION, INC.

The above Declaration which is recorded in Book 3930, Page 222, in the Register's Office of Hamilton County, Tennessee is hereby amended as follows:

Section 7.37 of " Article VII, Purposes, Uses and Restrictions" is amended to read as follows:

7.37. Sidewalks. It is the obligation of each Lot Owner subsequent to Developer to install a sidewalk, which must be constructed of exposed aggregate in accordance with Board or architectural committee plans, along his Lot frontage on any road in accordance with Board or architectural committee specifications by the time the residence is completed or within one (1) year from the date of purchase of the Lot, whichever is earlier.

EXCEPT AS AMENDED HEREIN, SAID DECLARATION AND BY-LAWS REMAIN IN FULL FORCE AND EFFECT.

In witness whereof, the following owners of existing lots in St. Ives Community and the Board of Directors and Architectural Committee have consented and executed this amendment this 12 day of Nov., 1993.

Lot Owners:

St. Ives Community Development Corporation, a Tennessee Corp. as developer and acting Board and Architectural Committee for St. Ives Property Owners' Assn. Inc.  
by: Ted C. Moss  
TED C. MOSS, President

Page One

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES  
PROPERTY OWNERS' ASSOCIATION, INC.

The above Declaration which is recorded in Book 3930, Page 222, as amended in Book 4259, Page 837 and Book 4296, Page 965, in the Register's Office of Hamilton County, Tennessee, and with certain rights assigned in Book 4115, Page 940, said Register's Office, is hereby amended as follows:

Section 2.03 of Article II, " Properties, Additional Land and Common Properties and Improvements Thereon" is amended to add the following provision:

2.03 Common Properties and Improvements Thereon.

F. In the event the St. Ives Property Owners' Association, Inc., or such other entity or successor in title to the common properties, should be dissolved, then the common properties, which includes lakes, parks and easements pertaining thereto, shall be divested from the Association and conveyed to the individual property owners of the St. Ives Subdivision adjoining the lakes, parks and easements, or otherwise as mutually agreed upon between the individual property owners of the St. Ives Subdivision. The Town of Signal Mountain shall not be responsible for the continued use and maintenance of the common properties.

Except as amended herein, said Declaration and By-Laws remain unchanged and in full force and effect.

In witness whereof, the Board of Directors and Developer of St. Ives Community have executed this instrument this 7th day of July, 1994.

St. Ives Community Development Corporation, a Tennessee corporation, as Developer for St. Ives Community.

by: Ted C. Moss  
Ted C. Moss, President

Ted C. Moss  
Ted C. Moss, Director

Anne K. Moss  
Anne Moss, Director

ASSIGNMENT OF DUTIES, FUNCTIONS, POWERS  
AND RIGHTS OF ARCHITECTURAL COMMITTEE  
FOR ST. IVES COMMUNITY

Whereas, Article X of the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc., as recorded in Book 3930, Page 222, and as amended in Book 4259, Page 837 and Book 4296, Page 965, in the Register's Office of Hamilton County, Tennessee, (hereinafter Declaration) provides that the Board of Directors (hereinafter Board) or an Architectural Committee appointed by the Board shall act as the Architectural Committee to perform those duties and functions as set out in said Article X; and

Whereas, in accordance with Section 4.12 of Article IV of the Declaration, St. Ives Community Development Corporation as Developer, hereinafter Developer, under assignment of record in Book 4115, Page 940, said Register's Office, has exercised its right to reserve unto itself, its successors or assigns, the rights and powers given to the Board under Article X, to which the acting Board (appointees of the Developer) has consented.

Whereas, in accordance with Section 4.12 of Article IV, Developer and the Board have adopted resolutions assigning the duties, functions, powers and rights of the Board of Directors to act as said Architectural Committee to the Developer. Said Section states in part: "Prior to calling the meeting of the Association to elect a Board to succeed the individuals appointed by Developer, Developer may execute and record in the Register's Office of Hamilton County, Tennessee a document stating Developer reserves unto itself, its successors or assigns, the rights given to the Board in Article X hereof, and stating that said reservation, notice of which is thus provided, shall survive the election of a Board to succeed the individuals appointed by Developer. Thereafter, Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning those rights to the Board."; and

Whereas, Developer and the Board hereby record this instrument to formalize the reservation by Developer and the assignment of the duties, functions, powers and rights of the Architectural Committee from the Board of Directors to the Developer.

Now, therefore, in consideration of the premises, St. Ives Community Development Corporation, a Tennessee corporation, as acting Developer and Ted C. Moss and Anne Moss as acting Board of Directors under the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners'



Association, Inc., does hereby assign, transfer and set over unto Temo Enterprises, Inc., a Tennessee corporation, all duties, functions powers and rights of the Architectural Committee as established under Article X of the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc. as recorded in Book 3930, Page 222, and as subsequently amended, in the Register's Office of Hamilton County, Tennessee.

This Assignment shall act as an assignment and further the reservation, which Developer does hereby reserve unto itself, its successors or assigns, of all duties, functions, powers and rights given to the Board of Directors to act as Architectural Committee under Article X of said Declaration.

Further, this instrument shall provide Notice to all persons that this assignment and reservation shall survive the election of a Board to succeed the Developer or, those appointed thereby, as the Board and that the Developer shall have the right to continue to exercise the duties, functions, powers and rights as Architectural Committee until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning said duties, functions, powers and rights to the Board of Directors. This shall include any assignment and transfer of all maintenance responsibilities by Developer to a Homeowners' Association for St. Ives Community.

In witness whereof, St. Ives Community Development Corporation has executed this instrument in its capacity as Developer and Ted C. Moss and Anne Moss as Board of Directors under the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc., this \_\_\_\_ day of March, 1994.

St. Ives Community Development  
Corporation

by: Ted C. Moss  
Ted C. Moss, President

Ted C. Moss  
Ted C. Moss, Director

Anne Moss  
Anne Moss, Director

Association, Inc., does hereby assign, transfer and set over unto Temo Enterprises, Inc., a Tennessee corporation, all duties, functions powers and rights of the Architectural Committee as established under Article X of the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc. as recorded in Book 3930, Page 222, and as subsequently amended, in the Register's Office of Hamilton County, Tennessee.

This Assignment shall act as an assignment and further the reservation, which Developer does hereby reserve unto itself, its successors or assigns, of all duties, functions, powers and rights given to the Board of Directors to act as Architectural Committee under Article X of said Declaration.

Further, this instrument shall provide Notice to all persons that this assignment and reservation shall survive the election of a Board to succeed the Developer or, those appointed thereby, as the Board and that the Developer shall have the right to continue to exercise the duties, functions, powers and rights as Architectural Committee until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning said duties, functions, powers and rights to the Board of Directors. This shall include any assignment and transfer of all maintenance responsibilities by Developer to a Homeowners' Association for St. Ives Community.

In witness whereof, St. Ives Community Development Corporation has executed this instrument in its capacity as Developer and Ted C. Moss and Anne Moss as Board of Directors under the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc., this \_\_\_\_ day of March, 1994.

St. Ives Community Development  
Corporation

by: Ted C. Moss  
Ted C. Moss, President

Ted C. Moss  
Ted C. Moss, Director

Anne Moss  
Anne Moss, Director

ASSIGNMENT OF DUTIES, FUNCTIONS, POWERS  
AND RIGHTS OF ARCHITECTURAL COMMITTEE  
FOR ST. IVES COMMUNITY

Whereas, Article X of the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc., as recorded in Book 3930, Page 222, and as amended in Book 4259, Page 837 and Book 4296, Page 965, in the Register's Office of Hamilton County, Tennessee, (hereinafter Declaration) provides that the Board of Directors (hereinafter Board) or an Architectural Committee appointed by the Board shall act as the Architectural Committee to perform those duties and functions as set out in said Article X; and

Whereas, in accordance with Section 4.12 of Article IV of the Declaration, St. Ives Community Development Corporation as Developer, hereinafter Developer, under assignment of record in Book 4115, Page 940, said Register's Office, has exercised its right to reserve unto itself, its successors or assigns, the rights and powers given to the Board under Article X, to which the acting Board (appointees of the Developer) has consented.

Whereas, in accordance with Section 4.12 of Article IV, Developer and the Board have adopted resolutions assigning the duties, functions, powers and rights of the Board of Directors to act as said Architectural Committee to the Developer. Said Section states in part: "Prior to calling the meeting of the Association to elect a Board to succeed the individuals appointed by Developer, Developer may execute and record in the Register's Office of Hamilton County, Tennessee a document stating Developer reserves unto itself, its successors or assigns, the rights given to the Board in Article X hereof, and stating that said reservation, notice of which is thus provided, shall survive the election of a Board to succeed the individuals appointed by Developer. Thereafter, Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning those rights to the Board."; and

Whereas, Developer and the Board hereby record this instrument to formalize the reservation by Developer and the assignment of the duties, functions, powers and rights of the Architectural Committee from the Board of Directors to the Developer.

Now, therefore, in consideration of the premises, St. Ives Community Development Corporation, a Tennessee corporation, as acting Developer and Ted C. Moss and Anne Moss as acting Board of Directors under the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners'

Association, Inc., does hereby assign, transfer and set over unto Temo Enterprises, Inc., a Tennessee corporation, all duties, functions powers and rights of the Architectural Committee as established under Article X of the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc. as recorded in Book 3930, Page 222, and as subsequently amended, in the Register's Office of Hamilton County, Tennessee.

This Assignment shall act as an assignment and further the reservation, which Developer does hereby reserve unto itself, its successors or assigns, of all duties, functions, powers and rights given to the Board of Directors to act as Architectural Committee under Article X of said Declaration.

Further, this instrument shall provide Notice to all persons that this assignment and reservation shall survive the election of a Board to succeed the Developer or, those appointed thereby, as the Board and that the Developer shall have the right to continue to exercise the duties, functions, powers and rights as Architectural Committee until such time as it shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning said duties, functions, powers and rights to the Board of Directors. This shall include any assignment and transfer of all maintenance responsibilities by Developer to a Homeowners' Association for St. Ives Community.

In witness whereof, St. Ives Community Development Corporation has executed this instrument in its capacity as Developer and Ted C. Moss and Anne Moss as Board of Directors under the Declaration of Covenants and Restrictions for St. Ives Community and By-Laws for St. Ives Property Owners' Association, Inc., this 10<sup>th</sup> day of March, 1994.

St. Ives Community Development  
Corporation

by:

Ted C. Moss  
Ted C. Moss, President

Ted C. Moss  
Ted C. Moss, Director

Anne Moss  
Anne Moss, Director

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 10<sup>th</sup> day of March, 1994.

William D. Jones  
Notary Public

My Commission Expires: 10-11-97

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss and Anne Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the Board of directors (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainor, a corporation, and that they as such Board of Directors executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Board of Directors.

WITNESS my hand and seal, at office in Chattanooga, Tennessee this 10<sup>th</sup> day of March, 1994.

William D. Jones  
Notary Public

My Commission Expires: 10-11-97

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SARAH D. THILSE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

07/18/94 MISC

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BY: Sarah D. Thilse  
DEPUTY

708134

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES  
PROPERTY OWNERS' ASSOCIATION, INC.

The above Declaration which is recorded in Book 3930, Page 222, as amended in Book 4259, Page 837 and Book 4296, Page 965, in the Register's Office of Hamilton County, Tennessee, and with certain rights assigned in Book 4115, Page 940, said Register's Office, is hereby amended as follows:

Section 2.03 of Article II, " Properties, Additional Land and Common Properties and Improvements Thereon" is amended to add the following provision:

2.03 Common Properties and Improvements Thereon.

F. In the event the St. Ives Property Owners' Association, Inc., or such other entity or successor in title to the common properties, should be dissolved, then the common properties, which includes lakes, parks and easements pertaining thereto, shall be divested from the Association and conveyed to the individual property owners of the St. Ives Subdivision adjoining the lakes, parks and easements, or otherwise as mutually agreed upon between the individual property owners of the St. Ives Subdivision. The Town of Signal Mountain shall not be responsible for the continued use and maintenance of the common properties.

Except as amended herein, said Declaration and By-Laws remain unchanged and in full force and effect.

In witness whereof, the Board of Directors and Developer of St. Ives Community have executed this instrument this 7th day of July, 1994.

St. Ives Community Development Corporation, a Tennessee corporation, as Developer for St. Ives Community.

by: [Signature]  
Ted G. Moss, President

[Signature]  
Ted C. Moss, Director

[Signature]  
Anne Moss, Director

PREPARED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
813 GEORGIA AVENUE  
CHATTANOOGA, TN

*Book 4296*

*11-3-94*

BOOK 4378 PAGE 736

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainer, a corporation, and that he as such president executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 7th day of July, 1994.

*William D. Jones*  
Notary Public

My Commission Expires: 10-11-97

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss and Anne Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the Board of Directors (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainer, a corporation, and that they as such Board of Directors executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Board of Directors.

WITNESS my hand and seal, at office in Chattanooga, Tennessee, this 7th day of July, 1994.

*William D. Jones*  
Notary Public

214232

Commission Expires: 10-11-97

SARAH R. FRIESE  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

07/18/94 MISC

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BY: *Robert T. Miller*  
DEPUTY

708135

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES  
PROPERTY OWNER'S ASSOCIATION, INC.

The above Declaration which is recorded in Book 3930, Page 222, as amended in Book 4259, Page 837, refiled in Book 4388, Page 775, Book 4296, Page 965, and in Book 4378, Page 735, in the Register's Office of Hamilton County, Tennessee, and with certain rights assigned in Book 4115, Page 940, and in Book 4378, Page 732, said Register's Office, is hereby amended as follows:

Article VII, "Purposes, Uses and Restrictions" is amended to add Section 7.53 as follows:

Section 7.53. Obligation of the Association to maintain and cut Town of Signal Mountain Property along streets of St. Ives Community. The ten (10) foot, more or less, strip of land belonging to the Town of Signal Mountain lying between the edge of the paved and curbed streets of St. Ives Community and the front lot line of each lot shall be regularly cut and maintained by and at the expense of the Association. The expense shall be a common expense to the Association. The Association shall keep the grass cut to a normal lawn cutting height so as to keep the grassed areas along the paved and curbed streets attractive and uniform in appearance.

Except as amended herein, said Declaration and By-Laws remain unchanged and in full force and effect.

In witness whereof, the Board of Directors and Developer of St. Ives Community have executed this amendment this 29th day of November, 1994.

St. Ives Community Development  
Corporation, a Tennessee  
corporation, as Developer for  
St. Ives Community

by: Ted C. Moss  
Ted C. Moss, President

Ted C. Moss  
Ted C. Moss, Director

Anne Moss  
Anne Moss, Director



AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ST. IVES COMMUNITY AND BY-LAWS FOR ST. IVES  
PROPERTY OWNER'S ASSOCIATION, INC.

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The above Declaration which is recorded in Book 3930, Page 222, as amended in Book 4259, Page 837, refiled in Book 4388, Page 775, Book 4296, Page 965, and in Book 4378, Page 735, in the Register's Office of Hamilton County, Tennessee, and with certain rights assigned in Book 4115, Page 940, and in Book 4378, Page 732, said Register's Office, is hereby amended as follows:

Article VII, "Purposes, Uses and Restrictions" is amended to add Section 7.53 as follows:

Section 7.53. Obligation of the Association to maintain and cut Town of Signal Mountain Property along streets of St. Ives Community. The ten (10) foot, more or less, strip of land belonging to the Town of Signal Mountain lying between the edge of the paved and curbed streets of St. Ives Community and the front lot line of each lot shall be regularly cut and maintained by and at the expense of the Association. The expense shall be a common expense to the Association. The Association shall keep the grass cut to a normal lawn cutting height so as to keep the grassed areas along the paved and curbed streets attractive and uniform in appearance.

Except as amended herein, said Declaration and By-Laws remain unchanged and in full force and effect.

In witness whereof, the Board of Directors and Developer of St. Ives Community have executed this amendment this 29th day of November, 1994.

St. Ives Community Development Corporation, a Tennessee corporation, as Developer for St. Ives Community

by: Ted C. Moss  
Ted C. Moss, President

Anne Moss  
Ted C. Moss, Director

Anne Moss  
Anne Moss, Director

PREPARED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
813 GEORGIA AVENUE  
CHATTANOOGA, TN.

PREPARED BY WILLIAM D. JONES  
ATTORNEY AT LAW  
813 GEORGIA AVENUE  
CHATTANOOGA, TN

RETURN TO  
PIONEER TITLE AGENCY, INC.  
513 GEORGIA AVENUE  
CHATTANOOGA, TN.

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be president (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainor, a corporation, and that he as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

WITNESS my hand and seal, at office in Chattanooga, TN, this 29th day of November, 1994.

William D. Jones  
Notary Public

My Commission Expires: 10-1-97

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, William D. Jones, of the state and county aforesaid, personally appeared Ted C. Moss and Anne Moss with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged themselves to be the Board of Directors (or other officer) authorized to execute the instrument of the St. Ives Community Development Corporation, the within named bargainor, a corporation, and that they as such Board of Directors executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by themselves as Board of Directors.

WITNESS my hand and seal, at office in Chattanooga, TN, this 29th day of November, 1994.

William D. Jones  
Notary Public

My Commission Expires: 10-1-97

STATE OF TENNESSEE  
HAMILTON COUNTY  
REGISTER  
PAKELA HURST  
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DEPUTY  
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