

**RETURN TO:**  
RTB Holdings, LLC  
1644 Rossville Avenue  
Chattanooga, Tennessee 37408

*MAL*  
**GREENTECH HOMES  
1644 ROSSVILLE AVE  
CHATT TN, 37408**

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Register of Deeds **MARC GRAVITT**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR BLACKBERRY COVE, CHATTANOOGA, TENNESSEE**

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This Instrument Prepared by ~~and After Recording Return to:~~

The Scarce Law Firm, P.C.  
412 Georgia Avenue, Suite 102  
Chattanooga, TN 37403  
(423)805-3794

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR BLACKBERRY COVE, CHATTANOOGA, TENNESSEE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this \_\_\_ day of September, 2018, by RTB Holdings, LLC, or its' assigns, as the "Developer" and Pete Cory and Miles Raborn as the "Property Owner."

**Background**

A. Property Owner is the owner of certain real property located in the City of Chattanooga, Hamilton County, Tennessee, and being more particularly described in Exhibit "A" hereto attached and herein incorporated.

B. The Property Owner and Developer have entered into a Development Agreement whereby Developer has agreed to develop the Property, creating thereon a residential development known as Blackberry Cove, in accordance to the terms and conditions as set forth therein.

C. The Property Owner and Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development (herein defined) to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every Owner (herein defined) of any and all parts thereof.

D. It is the plan of the Property Owner and Developer to devote the Lots (herein defined) in the Development solely to restricted single family residential purposes.

E. The Property Owner and Developer have deemed it desirable, for the efficient preservation of the values and amenities in the Development, 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 (herein defined) 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.

F. Developer shall cause to be incorporated under the laws of the State of Tennessee, Blackberry Cove Homeowners Association, Inc., a Tennessee non-profit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

**Declaration:**

NOW, THEREFORE, the Property Owner and Developer subjects the Property, as described in Exhibit "A" hereto attached and herein incorporated, 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; and these Covenants shall touch and concern and run with the Property and each Lot thereof.

**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 Association. "Association" shall mean Blackberry Cove Homeowners Association, Inc., a Tennessee non-profit corporation, formed pursuant to the Charter filed with the Tennessee Secretary of State on September 5, 2018.

1.02 Board of Directors or Board. "Board of Directors" or "Board" shall mean the governing body of the Association established pursuant to the By-Laws.

1.03. By-Laws. "By-Laws" shall mean the by-laws of the Association.

1.04 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Board or the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums expended by the Board pursuant to the provisions of this Declaration or in administering the Development.

1.05 Common Properties. "Common Properties" shall mean those items of personal property, fixtures or areas of land with any improvements thereon, whether owned in fee simple or by virtue of an easement, license or otherwise, which are conveyed to the Association and/or are intended for the common use and enjoyment of all Owners (e.g., park areas, sidewalks and entrances signs) a non-exclusive list of which is set forth on Exhibit B.

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

1.07 Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and any subsequent Declaration or amendments hereto filed pursuant to the terms hereof.

1.08 Development. "Development" shall mean the whole of Blackberry Cove development as being developed by Developer, including the Property described on Exhibit "A" and all other property later subjected to this Declaration, if any.

1.09 Developer. "Developer" shall mean RTB Holdings, LLC, a Tennessee limited liability company and its successors and assigns.

1.10 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other mortgages.

1.11. First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a first mortgage.

1.12 Home. "Home" shall mean any building situated within the Development designated and intended for use and occupancy by a single family.

1.13 Lot. "Lot" shall mean any numbered parcel of real property as depicted on the Plat recorded from time to time related to the Property.

1.14 Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

1.15 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners who are Members of the Association.

1.16 Mortgage. "Mortgage" shall mean a deed of trust, as well as a mortgage.

1.17 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of any Mortgage.

1.18 Owner or Owners. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot situated in the Development but, notwithstanding any applicable theory of a Mortgage, shall not mean or refer to the Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. The Developer may be an Owner.

1.19 Property or Properties. "Property" or "Properties" shall mean all of that real property currently owned by Developer and described in Exhibit "A" hereto attached and herein incorporated.

1.20 Property Owner. "Property Owner" shall mean Pete Cory and Miles Raborn.

1.21 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 real property.

## **ARTICLE II** **ORGANIZATION**

2.01 Formation of Homeowner's Association. Developer shall cause Blackberry Cove Homeowner's Association, Inc. to be formed for the purpose of preserving and enhancing the general quality of the Development.

2.02 Purpose. The Developer has caused the Association to be formed and incorporated under the laws of Tennessee for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges and performing all the duties and obligations set forth in this Declaration, maintaining the Common

Properties and to collect and disburse all assessments and charges necessary for such maintenance, administration and enforcement of the same. Every person who is an Owner is and shall be a member of the Association as more particularly set forth in the Bylaws of the Association.

2.03 Adoption of By-Laws. Developer shall cause the By-Laws to be drafted and duly adopted by the Association, which shall govern the Association and its actions as relate to the Development.

### **ARTICLE III** **PROPERTIES AND COMMON PROPERTIES**

3.01 Property. The real property which is covered by this Declaration (including both Lots already subdivided and yet to be subdivided as well as Common Properties) is described on **Exhibit "A"**, which shall be held, transferred, sold, conveyed, leased and occupied, subject to the Covenants contained in this Declaration.

3.02 Additions to Property. Developer may subject additional real property to this Declaration in the following manner or any other lawful manner.

(a) Additions by Developer. The Developer, its successors and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional properties in future stages of the Development beyond that described in **Exhibit "A"** so long as they are contiguous with or in some reasonable manner related to the then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a body of water, road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this section shall be made by filing a Supplemental Declaration of Covenants and Restrictions with respect to the additional property which shall extend the operation and effect of the Covenants of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth. The Supplemental Declaration may contain such complementary additions and/or modifications of the Covenants contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration.

(b) Separate Associations. For any property subjected to this Declaration pursuant to the provisions of this section, there may be established by the Developer, at its option, additional associations limited to the Owners and/or residents of such additional property in order to promote their social welfare, including their health, safety, education, culture, comfort and convenience of such additional property, to separately administer the affairs of the additional property, and to make and enforce rules and regulations and the Covenants.

(c) Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and

obligations may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Covenants established by this Declaration.

3.03 Association and Board Access. The Common Properties shall be used for the common benefit of the Owners and to enhance the appearance and livability of the Development. The enforcement of this Declaration and the management, maintenance and control of the Common Properties and the other business of the Development shall be conducted by the Association and the Board as provided herein and in the By-Laws. To the extent reasonably necessary to enforce this Declaration, the Association shall have the right to access any Lot (but not enter any Home) and the same shall not be deemed a trespass.

#### **ARTICLE IV** **PURPOSES, USES AND RESTRICTIONS**

4.01 Lot Residential Use. All of the Lots in the Development shall be, and be known and described as, residential Lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family residential dwelling, subject to the terms and conditions as herein specified. Lots may only be used for residential purposes. "Residential," refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon. Lots, or any portion thereof, shall not be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by the Developer in writing.

4.02 Multi-family Residences and Businesses. Homes shall not be designed, patterned, constructed or maintained to serve, or for the use of, more than one single family, and Homes shall not be used as a multiple family dwelling at any time, nor used in whole or in part for any business service or commercial activity where patrons or customers come and go, where commercial deliveries of supplies or equipment are made, or which otherwise is inconsistent with ordinary residential uses.

4.03 Greentech Homes As Sole Builder. Developer intends to manage and plan the aesthetics and construction of the entire Development. Accordingly, until Homes are constructed on all Lots and unless specifically waived by the Developer, Greentech Homes, LLC shall serve as the sole and exclusive builder of Homes in the Development. All purchases and sales of Lots are conditioned upon such purchasers entering into a construction contract with Greentech Homes, LLC for the construction of any Home thereon and purchasers of Lots may not hire other builders to construct any Home in the Development. Purchaser has a period of not more than 90 days from closing on the purchase of a Lot to enter into a construction contract with Greentech Homes, LLC and then to break ground on construction of said home within nine (6) months thereafter. If the purchaser is unable or unwilling to comply with the deadlines contained in this Section, then



Developer shall have the right but not the obligation to repurchase the Lot from the purchaser at the original sales price less an inventory restocking fee of \$10,000.00.

4.04 Detached Buildings. Detached garages, outbuildings or servant's quarters shall not be placed upon any Lot without the prior written consent of the Board, which consent may be withheld for any reason or no reason in the Board's sole discretion.

4.05 Garages. All garages must be courtyard, side or rear loading.

4.06 Fences. All fences, walls and retainer walls must be approved by the Developer or Architectural Review Committee. A drawing showing location, height, material and any other pertinent information required by the Developers or Architectural Review Committee shall be submitted. No wire or chain link fences are allowed. Vinyl, wrought iron, wood, or aluminum fences may be approved by the Developer or Architectural Review Committee in accordance with Article VI of this Declaration. All fences shall be painted or stained. No fence shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of a corner Lot, no fence shall be allowed closer to the side street than the side elevation facing that street. No fence shall be over four (4) feet in height. Any fence joining Common Properties may be required to be of a specific design.

4.07 Lawn Care. For the benefit of the Development, Owners are required to keep their lawns and landscaping healthy and manicured, including but not limited to keeping shrubs appropriately trimmed and lawns appropriately mowed and free of weeds and debris. The Developer and/or the Association may, in their sole discretion, elect to provide Owners a basic lawn care service (such as mowing grass and raking leaves) on either a voluntary or a mandatory basis; if same is provided on a voluntary basis, then Owners participating in the service may be charged a fee to cover the cost of service, which shall be in addition to the Association's customary assessments, and if same is provided on a mandatory basis, then the cost of service shall be a Common Expense.

4.08 Signs. No sign of any kind shall be displayed from any Lot, with the exception of a (i) customary "For Sale" signs to facilitate the sale of a Lot or Home or (ii) any sign used by "The Lea Team" associated with Keller Williams Realty in promoting or marketing any Lot or Home for sale.

4.09 Yards. The front, the side and rear of each Lot must be sodded with fescue, zoisia, or other grass approved by the Board.

4.10 Sidewalks. All Lots must have sidewalks as designated according to the plans and specifications as filed with the City of Chattanooga.

4.11 Animals. No sheep, swine, goats, horses, cattle, burrows, fowls (excluding household birds such as parrots and parakeets) or any like animals shall be permitted to be kept or to remain on any of the Lots, or to roam at large at the Development. There shall be no kennels permitted on any Lot for the commercial breeding or boarding of domestic pets. Pet owners shall not allow pets to roam unattended, and pets shall be leashed if off their master's Lot. Owners are responsible for cleaning up all animal waste from their pets from the Common Properties.

4.12 Antennas. Television antennae, dishes, radio receivers or senders or other similar devices shall not be attached to or installed on the exterior portion of any Home or other structure on any Lot within the Development, except that twenty inch (20"), or smaller, satellite dishes shall be permitted as long as they are not visible from any angle of the development.

4.13 Vehicle Parking. Vehicles owned by Owners shall be parked only in the Owner's garage or driveway and no on street parking shall be allowed. No inoperable vehicle, tractor or other machinery shall be stored on any Lot at any time, unless kept within a garage. No house trailer, boat or other such vehicle shall be stored at a Lot or otherwise in the Development.

4.14 Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

4.15 Unightly Conditions; Exterior Colors, Styles, and Decor. All of the Homes and Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed, and Homes being kept painted and in a neat and clean condition and in a state of good repair). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot or Home in a neat and clean condition and a good state of repair, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and to put said Lot into a state or condition compliant with this Section, billing the cost of such work to the Owner.

4.16 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development or which may disrupt the peaceful and quiet enjoyment of any other Owner, including but not limited to the emanation of foul odors or disruptive noise.

4.17 Duty to Rebuild or Clear Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner and Developer (with respect to improved Property owned by Developer) shall have the affirmative duty to begin to rebuild, replace, repair, or clear, within a reasonable period of time (but no later than within 1 year), any Home or significant vegetation which shall be damaged or destroyed by fire or other casualty and to complete such rebuilding, replacing, or repairing within 18 months. Variations and waivers of this provision may be made only upon Developer or the Board establishing that the overall purpose of these Covenants 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 Developer or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners. In the event of damage or destruction by fire or other casualty, this provision shall control over other provisions contained herein regarding maintenance to and the condition of Homes and Homes Sites.

4.18 Leasing and Subleasing. All leasing and subleasing of Homes and Lots, or any portion thereof, by and party is prohibited, except as is provided in Section 4.19 below.



4.19 Short Term Rentals. Owners may enter into short term rental agreements with third parties only upon prior written approval of the Board, that may be withheld or rescinded for any reason or no reason at all at any time. Notwithstanding the preceding sentence, in the event that the Developer or its assignee retains ownership of the model home (located on Lot 24), the Developer shall have the absolute and unalterable right to enter into short term rentals of such Home until such time as it divests itself of its interest therein or it affirmatively terminates its right to do such by written agreement or in the event that such practice is prohibited by applicable law

4.20 Driveways and Sidewalks.

(a) Driveways and sidewalks shall be considered and treated as part of the landscaping. Each Dwelling Unit constructed upon a Lot must be served by a driveway and by walkways constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. All other hard surface materials must be approved in writing by the Developer or the Architectural Review Committee. Where a Lot borders on more than one street the Lot shall be entered from the secondary street. It shall be obligatory on all Owners of Lots in this subdivision to construct or place any driveways, culverts or other structures, or gradings which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee. Each and every Lot shall have a Sixty (60) inch wide sidewalk constructed of concrete and offset from the back of the curb by four feet. This sidewalk must be from Lot line to Lot line of each Lot. Sidewalks shall be completed when house is completed, or within one (1) year from purchase of Lot. Developer or Architectural Review Committee may grant an extension if appropriate in its sole discretion.

(b) No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

(c) Any damage done to any street, drive, sidewalk, or curbing by the Owner of any 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.

(d) Driveway Easements. The permanent and perpetual joint use to each Owner of a Lot for ingress and egress and full and free right and liberty for each Owner of a Lot, their tenants, servants, visitors, and licensees in common with all other Lot Owners having the right at all time hereafter, with or without vehicles of any description, for all purposes connected with the

use and enjoyment of the Lot, to have ingress to and over and the right to pass and repass along the driveway easement shown on the Plat for all lawful purposes connected with the use and enjoyment of the Lot, including but not limited to vehicular and pedestrian ingress and egress but for no other purposes.

Notwithstanding the expiration of the covenants and restrictions set forth in this Declaration, the easements and rights of access granted herein are permanent and perpetual and shall run with the land and shall be binding on the Developer, its agents, successors and assigns and all Owners.

4.21 Exterior Finish Materials and Paint.

(a) All exterior finish materials, including without limitation siding, roofing, gutters, windows and doors, and any finish applied to such materials, and including without limitation all paints or stains, mortar or cement, must be approved in writing by the Developer or the Architectural Review Committee.

(b) Exterior paint color and any change to the same shall require the prior approval of the Developer and/or the Architectural Committee.

4.22 Decks. All exterior wood decks and railings on dwelling units whose rear yard adjoins a street or public right of way must be water sealed and/or stained in accordance with the requirements of the Developer or the Architectural Review Committee.

4.23 Swimming Pools. No above ground swimming pools will be permitted. All pools shall be in-ground and shall be fenced. Design, placement and construction details shall be submitted to Developer or Architectural Review Committee for approval of in-ground swimming pools. Fencing must also be approved by Developer or the Architectural Review Committee.

4.24 Spas and Hot Tubs. Spas and hot tubs must be submitted for approval by the Developer or Architectural Review Committee and must be screened from any street or adjacent property. If placed on decks, screening shall be placed around decking to conceal any motors, pipes, etc.

4.25 Playground Equipment. No playground equipment, swing sets, basketball backboards, or similar equipment shall be permitted on any Lot without the written approval of the Developer or Architectural Review Committee. All such equipment must be made of wood and blend with the natural surroundings. The Developer or Architectural Review Committee shall in its sole and absolute discretion determine whether or not any applications meet approval, and such approval shall be on a case-by-case basis and the approval of one application shall not be construed as the basis to approve other applications even if they are substantially similar in nature.

4.26 Right to Enforce. The provisions herein contained shall inure to the benefit of and be enforceable by: (1) the Developer; (2) the Developer's successors or assigns or its duly

authorized representative; (3) the Association; (4) grantees in deeds of Lots conveyed in Blackberry Cove, their respective heirs, executors, administrators or assigns; (5) any Owner or subsequent Owner of any Lots in said development. The costs and expenses incurred for enforcing the provisions of this Declaration including reasonable attorneys' fees shall be borne by the Owner of the Lot against whom enforcement is sought. The failure of any of the above enumerated persons or organization to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach or any breach subsequent thereto. The Developer or the Board may grant variances of the restrictions set forth in this Declaration if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

By the reason of the rights of enforcement of these restrictive covenants being given unto Owners of Lots (subject to rights of variances reserved by the Developer and the Board), it shall not be incumbent upon the Developer or the Board to enforce the provisions of these restrictive covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these restrictive covenants by any person other than itself.

#### **ARTICLE V** **VIOLATIONS AND ENFORCEMENT**

5.01 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Covenants, the Developer, its successors or assigns, or the Association, its successors or assigns, including the Board acting on behalf of the Association, and any and all parties hereinafter becoming Owners, acting individually, of any one or more of the Lots to which provisions of these Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, for specific performance and the said Owner if found to be in violation or attempted violation shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys' fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. The Developer or the Board may grant variances to these Covenants, if such variances do not, in the sole discretion of the Developer or the Board, adversely affect the purposes sought to be obtained hereby.

#### **ARTICLE VI** **ARCHITECTURAL CONTROL**

6.01 Architectural Control and Design Review Committee.

(a) The Developer shall have sole architectural and design review authority for the Development until the Developer has transferred governing authority of the Development to the Board in accordance with Section 5.02 of the By-Laws provided, however, that prior to calling the meeting of the Association to elect the Board to succeed the Developer as provided in the Bylaws, the Developer may execute a document stating that the Developer reserves unto itself, its successors or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer.

Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute a document assigning these rights to the Board. Upon such occurrence, the Board shall establish a Design Review Committee as soon as is practicable, which shall consist of three (3) members of the Association as shall be designated by the Board. When such Committee has been established, the Developer shall transfer reviewing authority to it.

(b) No Home shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading or other improvement shall be made to any Lot or Lot nor shall construction be permitted to commence on any Home, other building, structure, fence, exterior lighting, swimming pools, children's play areas, decorative appurtenances, or structures of any type by an Owner until said Owner shall submit and receive approval for a new home application or home modification application including:

(i) A site development plan which in addition to other site plan details shall clearly show the proposed location of the Home on the Lot and the location of all improvements or proposed improvements on and to the Lot including but not limited to all driveways, sidewalks, parking areas, patios and decks.

(ii) A detailed landscape plan showing the location of all trees with a diameter of five inches or more and indicating which of those trees, if any, are to be removed, and showing the location and type of all plantings proposed to be located on the Lot. All of which shall be in strict compliance with the provisions of this Declaration.

(iii) The proposed building plans and specifications (including height and composition of roof, siding or other exterior materials and finishes) of any improvements proposed to be constructed or located upon any Lot. Said plans and specifications shall be in sufficient detail so as to enable the Developer or the Design Review Committee to determine whether or not such improvements conform to the provisions of this Declaration, and whether such improvements are suitable and consistent with the intent of this Declaration. In such cases the determination of the Developer or the Design Review Committee shall be final.

(c) Every application shall be submitted to the Developer or the Design Review Committee for approval at least fifteen (15) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Design Review Committee shall be subject to prior approval of the Developer or the Design Review Committee as provided in the preceding sentence.

(d) The Developer or the Design Review Committee shall give written approval or disapproval of the application within fifteen (15) days of submission. However, if written approval or disapproval of the plans is not given within fifteen (15) days of the submission, the plans shall be deemed to have been approved. Developer or Design Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and

conditions and for the time periods established by the Developer or the Architectural Review Committee.

(e) In the event of the completion of any Home on any Lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, then said Home shall be conclusively presumed to have had such approval.

(f) The Developer or the Design Review 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 Developer or the Design Review Committee and shall be set initially at **Two Hundred Fifty and No/100 Dollars (\$250.00)**. Developer or the Design Review Committee may in their sole and absolute discretion from time to time adjust or waive this fee.

(g) The architectural and design review shall be directed towards preventing excessive or unsightly grading, indiscriminate clearing of the Property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the locations and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

7.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictions and Covenants of this Declaration. Approval of the plans and specifications by the Developer or the Architectural Review 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.

5.03. Licensing. All Builders, contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Tennessee or any other governmental authority having jurisdiction in order to construct a Home on a Lot or to perform services for an Owner.

## ARTICLE VII ASSESSMENTS

7.01 Creation of the Lien and Personal Obligation of Assessments. 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 initiation assessments, annual assessments or special assessments for the purposes set forth in 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 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 on all the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from the due date to the date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner. Neither the liability for assessments, nor the amount of assessments, shall be reduced or avoided due to the fact that all or any portions of the Common Properties or other portions of the property are not completed. If Owner releases a Lot or a Home, Owner remains primarily liable for the assessments.

7.02 Amount of Initiation Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described in the By-Laws, each Owner of a Lot shall pay to the Association a one-time initiation assessment in the amount of \$250.00, which shall be paid on the date that ownership of any such Lot to an Owner is transferred to such Owner. Initiation assessments shall be due and payable on each transfer of any such Lot to a new Owner, unless such transfer is to a related entity of the previous Owner and is done solely for tax or estate planning purposes.

7.03 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties and for such other reasons consistent with these provisions, including but not limited to construction of a clubhouse and/or swimming pool.

7.04 Amount of Annual Assessment. The amount of the annual assessments shall be initially set at \$500.00 but may be amended from time to time by the Developer and affixed at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of the Members (as they are defined in the Bylaws). Thereafter the amount of the annual assessments shall be set by the Board of Directors unless seventy-five per cent (75%) of the Members who are in attendance or represented by proxy vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

7.05 Special Assessments for Improvements and Additions. In addition to the annual assessments, the Developer or 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 the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of **seventy-five percent (75%)** of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall have



been sent to all Members at least **thirty (30)** days in advance setting forth the purpose of the meeting. (This does not apply until transfer from Developer to Board.) At any such meeting, the Developer shall have the number of votes provided in the Bylaws.

7.06 Property Subject to Assessment. Only land within the Property which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

7.07 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 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 III 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 classifications of the Owners.
- (e) Developer-owned and Builder-owned Lots and Lots remaining vested in the name of Miles Raborn and Pete Cory ("original landowners"); provided however, the assessments will be due once Builder has transferred lots to a new Owner or Developer has transferred a lot to an Owner that is not a builder. Notwithstanding the foregoing, Builder will be responsible for assessments twenty-four (24) months from date he/she took title to the Lot.

7.08 Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence on the first day of a month following transfer of title to the Owner from the Developer or Builder. The annual assessment shall be due and payable on the first (1<sup>st</sup>) day of the year. The amount of the first annual assessment shall be pro-rated at the time of title transfer. If less than six (6) months remain in the calendar year, Owner shall pay at the time of title transfer the pro-rata amount of the remainder of the current year, plus the following year's annual assessment. Thereafter, payment is due annually on the first (1<sup>st</sup>) day of each year and shall be considered late and subject to penalty and interest after thirty (30) days

(b) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

7.09 Lien. Recognizing that the necessity for providing proper operation and management of the Property 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 and reasonable attorney's fees which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of the 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.

7.10 Lease, Sale or Mortgage of Lot. Whenever any Lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, 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 by 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 the 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, proceeds of the sale or mortgage shall be applied by the lessee, purchaser or mortgagee first to the payment of any then delinquent assessment or installments thereof due to the Association before payment of any rent, proceeds of sale 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 assessment 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 grantor(s) the amounts paid by the grantee(s) therefor.

**ARTICLE XIII**  
**RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS,**  
**UTILITIES, AND INSURANCE**

8.01 Responsibility for Damage to Lot or Home. Damage which occurs to a Lot is the responsibility of the Lot Owner, and the Lot Owner shall be responsible for the prompt reconstruction and repair after the casualty. In the event the Owner fails to make such repairs, Developer or Association reserves the right to make such repairs and assess the Owner for the cost of such repairs plus fifteen percent (15%) of all sums expended in repair or reconstruction as a fee for the Developer's or Association's services. Should said Owner fail to promptly pay said assessment to the Developer, the Developer may elect to exercise any remedy contained in Article XI herein.

8.02 Maintenance. Each Owner shall be solely responsible for the maintenance and upkeep of his Lot, Home and/or all buildings and other structures and fences thereon and shall keep the same in good order and repair with no peeling paint at all times. Neither the Developer nor the Association shall have any obligation for the maintenance, repair or reconstruction of any Lot, Home, Common Properties or any other structure situated thereon.

8.03 Utilities. Each Owner shall be required to have all utilities serving said Lot or Home separately metered.

8.04 Insurance. Each Owner shall secure insurance on his or her Home in amounts such Owner deems appropriate but not less than the minimum replacement value.

### **ARTICLE IX** **USE RESTRICTIONS**

No use or practice shall be permitted on the Lot which is the source of annoyance to Owners or tenants, or which interferes with the peaceful possession and the proper use of the Lots by its residents. All parts of the Lots shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No improper, offensive, or unlawful use shall be made of the Lot, Home or improvements thereon or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies which require maintenance, modification, or repair of any improvements on a Lot or Home shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

### **ARTICLE X** **OWNER COMPLAINTS**

10.01 Scope. The procedures set forth in this Article for Owner complaints shall apply to all complaints of Owners regarding the use and enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including without limitation, decision of the Association or another Owner without first complying with the procedures for complaints established herein.

10.02 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 Board and sent in the manner provided for in Section 16.02.

10.03 Consideration by the Board. Within twenty (20) days of receipt of a complaint, the Board shall consider the merits of the same and notify the complainant in writing of its decision and the reasons therefor. With ten (10) days after notice of the decision, the complainant may proceed under Section 11.05; but if complainant does not, then the decision shall be final and binding upon the complainant.

10.04 Hearing Before the Board. With ten (10) days after notice of the decision of the Board, the complainant may, in writing, request a hearing before the Board. Such hearing shall be held with twenty (20) days of receipt of complainant's request. The hearing may be adjourned from time to time as the Board, in its sole discretion deems necessary or advisable. The Board 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.

10.05 Further Relief. After complying with the provisions of this Article, an Owner may pursue additional relief at law or equity as he deems himself to be entitled.

**ARTICLE XI**  
**COMPLIANCE. DEFAULT AND REMEDIES**

11.01 Each Lot Owner shall be governed by, and shall comply with, the terms of this Declaration, and rules and regulations adopted pursuant thereto, as they all may be amended from time to time. A default shall entitle the Developer to the relief described in sub-paragraphs (b) and (c) of this Article XI.

11.02 Each Lot Owner shall be liable for assessments and the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, invitees, or lessees.

11.03 In the event of any violation of the provisions of this Declaration, or rules and regulations promulgated pursuant thereto by any Lot Owner (either by his conduct or by the conduct of any occupant of his Lot), the Developer, or its successors or assigns shall have each and all of the rights and remedies which may be provided for in this Declaration, or said rules and regulations, or which may be, available at law or in equity, and may prosecute and action or other proceedings against such defaulting Lot Owner and/or others for enforcement of any lien, or for damages or injunction or specific performance or for judgement for payment of money and collection thereof. All expenses of the Developer in connection with any such action or proceeding, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with the interest thereon at the maximum interest rate allowed by Tennessee Law, until paid shall be charged to and assessed against such defaulted Lot Owner, and the Developer shall have a lien for all the same, upon the Lot, of such defaulting Lot Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or Lot or located elsewhere on the Property; provided however, the such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Lot. In the event of any such default by any Lot Owner, the Developer shall have the right to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against each defaulting Lot Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Developer.

11.04 Upon the violation of any restriction or condition or regulation adopted by the Developer, the Developer shall have the right, in addition to any other rights provided for in this Declaration:

(a) To enter upon the Lot, as to which such violation or breach exists, and to summarily, abate and remove at the expense of defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or;

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

**ARTICLE XII**  
**NON-LIABILITY OF THE DEVELOPER**

The Developer shall not be liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as the Developer, except for any acts or omissions found by a Court to constitute a fraud. The Developer shall not be liable to any Lot Owner for the acts or omissions of any other Lot Owner or any third party.

**IF, NOTWITHSTANDING THE PROVISIONS ABOVE, DEVELOPER IS FOUND TO BE LIABLE TO ANY LOT OWNER, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION OR ANY AGREEMENT WITH A LOT OWNER, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE DEVELOPER AND THE DEVELOPERS OFFICERS, MEMBERS AND EMPLOYEES, AND ANY OF THEM TO THE LOT OWNER AND ANYONE CLAIMING BY OR THROUGH THE LOT OWNER, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES, INCLUDING ATTORNEYS FEES AND COSTS AND EXPERT WITNESS FEES AND COSTS OF ANY NATURE WHATSOEVER RESULTING FROM OR IN ANY WAY RELATED TO THE DEVELOPMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL PROFIT RECEIVED BY THE DEVELOPER FROM THE SALE OF THE LOT OWNED BY THE LOT OWNER. ITS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES, CLAIM OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.**

**ARTICLE XIII**  
**TRANSFER OF DEVELOPER'S RIGHTS TO ASSOCIATION**

At such time as the Developer no longer owns any Lot subject to this Declaration, or at such earlier time as the Developer transfers its rights pursuant to an instrument in writing, as set forth in Section 5.02 of the By-Laws, the Association shall thereupon succeed to and shall be vested with all of the rights, privileges, powers, obligations, and remedies of the Developer under this Declaration, except with respect to Section 15.04(e) relating to consent to amendments which approval right shall remain with Developer for the duration specified therein.



**ARTICLE XIV**  
**REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES**

14.01 Register of Owners and Mortgages. 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 in writing of his interest in such Lot, together with such recording information that 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. The Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

14.02 Subordination of Lien to First Mortgages. 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 the respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) 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, and the costs of proceedings and attorney's fees 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, and the costs of proceedings and attorney's fees as to which the party so acquiring title shall not be liable shall be absorbed or paid by all Owners; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments or costs of proceedings and attorney's fees from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

**ARTICLE XV**  
**MISCELLANEOUS**

15.01 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 or Home subject to this Declaration, their respective legal representatives, heirs successors and assigns.

15.02 Notices. All notices given under this Declaration, unless otherwise specified herein, must be in writing and will be effectively served upon delivery or, if mailed, upon the first to occur of receipt by the addressee or the expiration of forty-eight (48) hours after deposit in first class or certified United States mail, postage prepaid, sent to the Owner or Mortgagee at its last known address, or such other address as such may designate from time to time by written notice



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

RTB Holdings, LLC, as Developer  
1644 Rossville Avenue  
Chattanooga, TN 37408

15.03 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Tennessee. All persons subject to the terms of this Declaration hereby irrevocably submit to the jurisdiction of any state or federal court sitting in Hamilton County, Tennessee, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Declaration and irrevocably waives any objection which it may now or hereafter have to the laying of venue in any such action or proceeding in any such forum.

15.04 Amendments. This Declaration may be amended at any time in the following manner:

(a) Written notice of the subject matters of any proposed amendment shall be given to each Owner.

(b) The proposed amendment must be approved in writing suitable for recording in the Register of Deeds for Hamilton County, Tennessee by the Owners of not less than seventy five percent (75%) of the Lots.

(c) No amendment shall discriminate against any Lot Owner, or against any Lot or class or group of Lots, unless the Lot Owners so affected shall consent. No amendment shall change any Lots unless the Owner of the Lot(s) and all record holders of liens thereon shall join in the execution of the amendment, and the provisions of all other relevant Articles of this instrument are complied with.

(d) The original of each amendment must be duly recorded.

(e) Notwithstanding any other provision of this Section 15.04, until such time as the Developer has sold 100% of the Lots to third party purchasers and has assigned its interest therein to the Association as prescribed under the By-Laws, or until such other time as is prescribed by the Developer, Developer shall have the sole ability to amend this Declaration without the consent or approval of any other person and for a period of two (2) years following the Developer assignment of its rights, the written consent of the Developer is also required to amend this Declaration.

15.05 Severability. The invalidity in whole or in part of any covenant or restrictions, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Declaration, shall not affect the validity of the remaining portions thereof.

15.06 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 thereof.

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


15.08 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.

15.09. Governing Law. The provisions of this Declaration shall be governed and interpreted under the laws of the State of Tennessee.

15.09 Effective Date. This Declaration shall become effective upon its recording in the Office of the Register of Deed for Hamilton County, Tennessee.



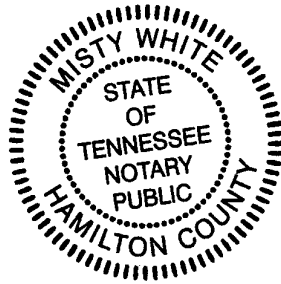
IN WITNESS WHEREOF, Developer and Property Owner have caused this Declaration to be executed this the 28 day of September, 2018.

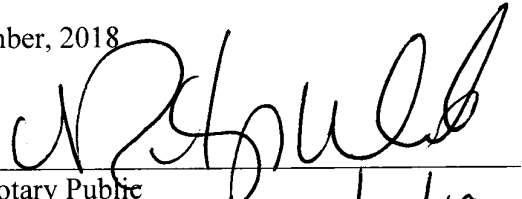
  
\_\_\_\_\_  
Pete Cory, as Property Owner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Pete Cory, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand, at office, this 28 day of September, 2018



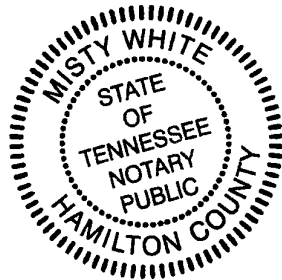
  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/23/19

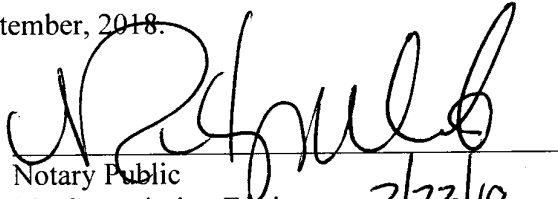
  
\_\_\_\_\_  
Miles Raborn, as Property Owner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Miiles Raborn, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, executed the foregoing instrument for the purpose therein contained.

WITNESS my hand, at office, this 28 day of September, 2018.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2/23/19

**EXHIBIT A**

**Property Description**

SITUATED IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSE:  
BEING Lots 1 through 26, Blackberry Cove PUD, as shown on plat of record in Plat Book 113,  
Page 186, in the Register's Office for Hamilton County, Tennessee to which reference is hereby  
made for a more particular description thereof.

Being a portion of Map Parcel No. 159K-A-009.

For prior title see deed in Deed Book 10519, Page 69, recorded in the Register of Deed's Office  
for Hamilton County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

Any and all matters, including but not limited to Conditions, Restrictions, Reservations,  
Limitations, Easements, Stipulations, Notes, etc., as set out on plat recorded in Plat Book 113,  
Page 186, in the said Register's Office.

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

**EXHIBIT B**

**Common Elements**

Park areas, sidewalks, entrance sign, drainage system (ponds)

*Mark Phifer* dotloop verified  
05/05/19 12:34 PM EDT  
YU2W-XHX8-MNHM-VQQ1

*Laurie Phifer* dotloop verified  
05/05/19 12:34 PM EDT  
VMZQ-ERBM-YTHI-FBOR