



Boulevard Trails Homeowners' Association

WILD GINGER TRAIL
CHATTANOOGA, TENNESSEE 37415

COVENANTS, CONDITIONS AND RESTRICTIONS

These Covenants, Conditions and Restrictions (hereinafter CC&Rs) are promulgated to ensure the maintenance of a high-quality residential environment within the boundaries of Boulevard Trails. These CC&Rs are for the purpose of enhancing and protecting the value, desirability, livability and attractiveness of Boulevard Trails for the benefit of all Members. All provisions of the CC&Rs shall be binding upon all parties holding Membership in Boulevard Trails.

1. LAND USE AND BUILDING TYPE:

Boulevard Trails shall be used for single family residential purposes only, and no building shall be erected, altered, placed, or permitted to remain, on any lot other than a side-by-side duplex or triplex for residential family dwelling.

2. DUES/ASSESSMENTS:

The Board may levy monthly or annual dues, or special assessments which shall constitute a personal obligation of each Member. Dues or assessments not paid within thirty (30) days from the due date will accrue a \$25.00 late fee each month the dues are unpaid.

3. ARCHITECTURAL CONTROL:

No building shall be erected, placed, or altered on any lot until construction plans and specifications have been approved in writing by the Board.

4. FENCES AND WALLS:

No fence or wall shall be erected, placed, or altered, on any lot other than by approval of the Board.

5. EASEMENTS:

Easements to each individual lot for maintenance of sanitary sewage lines, utility lines and drainage easements are, or may be, shown on the subdivision plats, and are hereby reserved for the purposes shown. The easements for each lot and improvements in the easements shall be maintained continuously by the Member, except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES:

Members must be considerate of neighbors. No member or resident shall engage in noxious, offensive, intimidating, or threatening activity which may become an annoyance, threat or nuisance, or in any other way interfere with the quiet enjoyment or quality of life of others. Harassing activity,

whether solitary or repetitive, will not be tolerated. Harassment includes words, gestures, or actions which tend to annoy, alarm, threaten, intimidate or abuse another person. Police assistance may be requested to enforce this CC&R provision.

7. TEMPORARY STRUCTURES:

No trailer, storage building, play structure or other outbuilding shall be placed upon any lot at any time unless approved in writing by the Board.

8. SIGNS:

No sign of any kind shall be displayed to the public view on any lot, except one not more than five feet square advertising the property for sale. Any request for exception must have written Board approval.

9. PETS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. When outdoors the Member must assure that their dog is under direct control at all times and relieves itself only on the Member's lot. Cats, fish, birds or other household pets are permitted if kept indoors at all times.

10. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash or garbage shall be kept in a clean and sanitary condition. All garbage and trash containers shall be covered, securely closed, and stored in the garage. Garbage and trash containers shall not be put out sooner than the night prior to garbage service and shall be picked up the same day as garbage service.

11. EXTERIOR COLOR:

The color of the roofs and exterior of all townhomes shall be maintained unless a change in color is approved by the Board.

12. STRUCTURAL MAINTENANCE AND REPAIR:

Members shall assure that their residence is maintained in good condition and repair at all times. The Board may require Members to take reasonable actions to preserve property values as well as maintain the appearance and overall livability conditions in Boulevard Trails. In the event of damage to, or destruction of, any townhome by fire, windstorm, or other cause, it shall be the obligation of the Member to restore the same without undue delay.

13. LANDSCAPE MAINTENANCE:

The Board may establish standards for the design and maintenance of landscape trees, shrubs, beds, and sod. The Board may contract with a lawn/landscape maintenance service to ensure consistency of standards. The established configuration of trees, shrubs, beds, and sod back to the air conditioning unit, shall not be removed, modified, or added to, without prior written Board approval. All flowers must be planted in landscape beds or in containers and must not interfere with lawn/landscape maintenance. All dead trees and shrubs shall be replaced with like kind, unless alternatives are approved in writing by the Board.

14. SECURITY LIGHTING:

Post lamps installed outside the front entrance to their residence should be maintained in good working order. In addition to the cosmetic and architectural benefit of such lamps, they are the only source of street and residential lot illumination. The post lamp should be illuminated from dusk to

dawn. Electric post lamps should be illuminated with a compact fluorescent bulb rated within the range from 9 – 20 watts. Gas post lamps should have the flame control set mid-way or higher.

15. ROOFING:

When a townhome is in need of a new roof, from normal weathering or disaster (wind, fire, etc.), the replacement roofing material shall be of like quality, style and color.

16. RESTRICTIONS:

No mobile home, junked, or inoperable vehicles; tent, shack or other similar item, vehicle or structure shall be placed or permitted to remain on any lot. No watercraft, recreational vehicle or any unlicensed or unregistered vehicle may be operated or parked on any lot or street in the subdivision or stored outside an enclosed garage. No commercial vehicles shall be parked or kept on any of the streets or on any lot except while loading and unloading. No rental or lease of any dwelling is permitted.

17. SATELLITE DISHES, PLAY STRUCTURES, ETC.:

Satellite dishes, not be over twenty-four inches in diameter, may be permitted, as authorized by the Telecommunications Act of 1996. Placement of, a satellite dish must be approved by the Board. Basketball goals and other play structures shall not be allowed on any lot.

18. WINDOW COVERINGS:

All windows fronting on Wild Ginger Trail or Dayton Boulevard must be covered with one of the following window treatments:

- 1) White venetian blinds with horizontal louvers, or
- 2) Solar control vinyl window film. Mirrored films are not acceptable.

19. ENDORSEMENTS:

No Member shall have the authority to endorse or recommend any product or service or person in the name of the Association without the consent of the Board.

20. ENFORCEMENT

Enforcement may be by proceedings at law or equity against any person or persons violating or attempting to violate these CC&Rs, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorney fees to be recovered by the Homeowners' Association.

21: RIGHT OF ENTRY TO TERMINATE VIOLATIONS:

In the event of a violation of the provisions of the CC&Rs, the Board may give written notice to the Member to remove or terminate the violation. In the event the Member fails to remove, or terminate the violation within the time specified in the notice of violation, the Board shall have the right to enter upon the Member's lot for the purpose of terminating the stated violation. Such right shall be exercisable by the Board, only after fifteen (15) days' written notice to the Member of its intent to enter and terminate the violation, unless, in the discretion of the Board, an emergency necessitates a shorter period of time.

22. AMENDMENTS:

The CC&Rs may be amended, repealed, or altered, in whole or in part, by a vote of not less than fifty-one percent (51%) of the Members. These CC&Rs shall be binding on all Members. Any such

amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.

23. SEVERABILITY:

Invalidation of any one of these CC&Rs by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

PREPARED April, 2014
Michael Eiseman, President
125 Wild Ginger Trail
Chattanooga, Tennessee 37415

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, a Notary Public of the State and County aforesaid, personally appeared Michael Eiseman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of the Boulevard Trails Homeowners' Association, and that he/she as such officer, being authorized so to do, executed the foregoing instrument on behalf of the Association for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 2014

Notary Public
My Commission Expires: