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This instrument prepared by:
The McAdoo Firm
Matthew A. McAdoo, Esq.
506 Picture Ridge Drive
Chattanooga, Tennessee 37421



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State of Tennessee Hamilton County
Register of Deeds, **PAM HURST**

**RESTRICTIVE COVENANTS AND CONDITIONS
FOR
BEAR VALLEY DEVELOPMENT SUBDIVISION**

WHEREAS, Thomas W. Hughes and Herbert Allen Hughes Jr are the owners of property in Hamilton County, Tennessee, known as Bear Valley Subdivision as shown on plat recorded in Plat Book P3 Page 94, Lot 1-2021 Black Bear Pass, Lot 6- 2016 Black Bear Pass, Lot 7-2004 Black Bear Pass, Lot 2-2029 Black Bear Pass, Lot 3-2036 Black Bear Pass, Lot 8-2044 Black Bear Pass, Lot 9-2052 Black Bear Pass, Lot 10-2060 Black Bear Pass, Lot 4-7414 Bear Lake Cove, Lot 5-7406 Bear Lake Cove, Harrison Tennessee 37343, Registrar's Office, Hamilton County, Tennessee. The owners intend to form an LLC which shall be known as Bear Valley Development and if formed shall be known as Developer instead of the individuals.

WHEREAS, it is our intent, purpose and desire to ensure that the various lots in said subdivision are developed into a residential section, and for such purposes, there are imposed on the various lots, unless specified otherwise, the Restrictive Covenants and Conditions hereinafter set forth, which shall be deemed to be a part of the consideration for the conveying of said lots and said Restrictive Covenants and Conditions shall run with the land, the same being for the use, protection, and benefit of the present and future owners of lots in said subdivision are to be effective, whether or not they are set forth specifically in subsequent conveyances.

These Restrictive Covenants and Conditions are in addition to any municipal or governmental regulations of ordinances, which are now, or may be at some future time, in effect and applicable thereto, and if any one or more of these restrictive covenants and conditions shall be deemed to be overruled thereby, inferior thereto, and inapplicable to the exempt of said conflict, but such overruling of one or more of the following provisions, either in whole or part, shall not invalidate any of the remaining provisions or parts thereof. If any of the Restrictive Covenants and Conditions set forth herein, or any permitted variance thereto, shall be held invalid by any Court of competent jurisdiction, the remainder of the provisions of this instrument, and the application to purpose of circumstances other than to such the same may be held invalid, shall not be affected thereby.

The Restrictive Covenants and Conditions set forth herein shall be interpreted, administered and enforced by Developer until such time that the Bear Valley Property Owners Association ("Bear Valley Association") is formed as set forth herein. The determination of Bear Valley Association is expressly set forth in Section 1 herein. Developer shall remain a voting member of the Bear Valley Association until such time

that all remaining lots of Bear Valley Association have been sold and/or transferred.

(1) HOME OWNERS ASSOCIATION. The Developer and the initial lot owners shall constitute a committee with the authority to form a Home Owners Association (HOA) to ensure the enforcement of these Restrictive Covenants and Conditions and to ensure the maintenance of Bear Valley Development. Each lot owner shall be a voting member of the Bear Valley Association. The Bear Valley Association shall be formed on or after the sale and legal transfer of the sixth (6) lot. The board Chair, Treasurer and Secretary of the Bear Valley Association shall be comprised of no less than 3 individual lot owners which shall each be elected by a simple majority of the then existing lot owners. The operation and conduct of Bear Valley Association shall be governed by the most current version of the Roberts Rules of Order.

The Initial Assessment and monthly HOA fees shall be initially payable to the Developer and thereafter to the Bear Valley Association, once established. All funds payable to the Developer will be transferred to the Bear Valley Association once that Association has been established. The Bear Valley Association shall have the power to adopt bylaws which shall supersede this paragraph. Owners by acceptance of a deed of conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay the following Home Owners Association (HOA) annual assessment, month fees and special assessments:

- (a) Initial assessment. An initial assessment of \$600 shall be due and payable at the time of closing.
- (b) Monthly HOA Fees. The monthly HOA fees are due and payable for each individual lot, regardless of joint or common ownership. Monthly HOA fees of Fifty (\$50.00) Dollars shall be due and payable on the first calendar day of each month after the month in which such lot closing occurred. The monthly HOA fee shall be subject to increase, decrease or modification as determined by the Bear Valley Association.
- (c) Special Assessments. In addition to the monthly HOA fees, the Bear Valley Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unanticipated repair or replacement of capital improvements, or any future capital improvement(s) deemed necessary by the Association.
- (d) Purpose of Assessments. The fees and/or assessments will be used to fund neighborhood lighting, upkeep of Right of Way's and Easements to include road repair, private lake maintenance, dock maintenance, water run-off, landscaping and lawn service and any other ongoing maintenance necessary for the preserve and enhance the shared community assets.

The Developer or Bear Valley Association, once established, may file with the Hamilton County Register of Deeds a Notice of Lien to evidence any delinquent assessment, but the

Association shall not be under any duty to file said Notice of Lien, and its failure or omission to do so shall not in any way impair or affect the Association's lien and rights against an owner or his property.

- (2) NO LOT SUBDIVIDED. No lot may be subdivided.
- (3) RESIDENCE. Each lot is to be occupied by a single-family residence.
- (4) RESIDENTIAL PURPOSE. No residence or structure shall be permitted to operate and/or maintain any commercial enterprise or business for which a business license for operation is required by any local, state or federal governing body
- (5) PRIVATE ROADS. The roadways of Bear Valley Development are for the sole and exclusive use of its owners. The public use of the roadways of Bear Valley Development is strictly prohibited. No right of access to or use of said roadways shall be created or implied as a result of any permitted or unpermitted use or access of the same by any member of the public.
- (6) APPROVAL. No principal dwelling, building, addition, pool, fence or structure of any kind shall be erected, placed or altered on any lot until the construction plans and/or specifications and a plan showing the location(s) of the building, fence or structure has received prior written approval of Developer and/or Bear Valley Association as to quality of workmanship and materials harmony of external design with existing structures and as to location with respect to topography and finish ground-elevation.
- (7) DWELLING SIZE: The principal dwelling structure must have a minimum of: (1) ONE STORY STRUCTURE - 1800 square feet, exclusive of porches and garages, on the basic ground level; (2) TWO STORY STRUCTURE- a combination of 2000 square feet, exclusive of porches and garages on the basic ground level and the second level. The ground level of any two-story structure shall be no less than 1000 square feet. It expressly stipulated that no area below the ground floor level, shall be included in calculating the square footage of the structure for the purposes of this provision. For the purposes this provision, a "split level" residence shall be deemed a two-story structure and held to applicable standards set forth herein.
- (8) HARD SURFACE. All residences must have a hard surface driveway (asphalt or concrete) from the street to the dwelling. Said driveway must be installed no later than Six (6) months after occupancy of the dwelling.
- (9) BUILDING LOCATION. No building shall be located on any lot front lot line or easement than less 45 feet, nor nearer than 25 feet to any interior lot line or easement, and not nearer than 35 feet to any side street line or easement, without written permission of Developer and/or Bear Valley Association. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of the building providing however, that this shall not be construed to permit any portion of the building on the lot to encroach upon another lot. NO PROVISION OF THIS PARAGRAPH SHALL BE CONSTRUED TO PERMIT ANY STRUCTURE TO BE ERECTED SO THAT IT DOES NOT CONFORM TO THE APPLICABLE ZONING LAWS AND REGULATION. It is stipulated that no fence of any kind or character shall be located

except to the rear of the home and out to within 2 ft. of the property lines or easement, further, as to corner lots, no fence shall be erected nearer than 35 feet from the side street line, such fence shall not be nearer to the side line than the line of the dwelling.

(10) LOT AREA AND WIDTH. No more than One (1) dwelling shall be erected or maintained on any one lot; providing however, that this will not prevent the use of one or more lots or parts of lots as a single building lot, providing that the division or rearrangement of boundary lines of the subdivision shall not increase the number of lots originally platted.

(11) PROPERTY LINES. It shall be permissible for Developer to rearrange boundary lines of lots, if so desired, and to combine lots or parts of lots into one building plat, provided the same does not result in an increase in the number of lots once the subdivision plat has been recorded.

(12) NUISANCES. No noxious or offensive activity of any kind shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to residents of Bear Valley Property or adjoining land owners. Specifically, tractor trucks or oversized vehicle shall not be frequently or habitually kept parked on a driveway, nor shall the owner of any lot in the subdivision, park a tractor truck or any other oversized or commercial vehicle in the street or streets herein. Further, trucks larger than pick-ups including motor homes, campers and boats cannot be parked continuously for over Twenty-Four (24) hours on any street in Bear Valley Development or in any conspicuous location on any lot.

(13) TEMPORARY STRUCTURES. No part of any lot shall be used for residential purposes until first a completed dwelling, conforming fully to the provisions of this instrument, shall have been created thereon, the intent of this paragraph being to prevent the use thereon of a garage, incomplete structure, motor home, trailer, barn, tent, outbuilding or other structure as a temporary living quarters before or pending the erection of permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

(14) CONSTRUCTION PERIOD. Any residence being erected on a lot shall be completed within eighteen (18) months from the date the lot is cleared and/or prepared for commencement of construction. Lots purchased in advance of building a dwelling, must start construction no later than twelve (24) months from the date of purchase.

(15) LIVESTOCK AND POULTRY. No animals (wild or domestic), livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and are not determined to be a nuisance as defined herein. For avoidance of doubt, any property owner may maintain poultry for personal use and enjoyment.

(16) EQUESTRIAN LOTS. Bear Valley Development expressly grants equestrian rights and privileges to run with lots Six (6) and Seven (7). For avoidance of doubt,

Equestrian lots have been determined to be only such lots that are greater than or equal to Five (5) acres. Accordingly, the restrictions set forth in section 7 above shall not apply to the possession of horses on any lot which has been deemed as an Equestrian Lot by Bear Valley Development. Furthermore, all covenants and restrictions not expressly waived herein shall be deemed to apply to ALL Bear Valley Development lots, including those deemed an Equestrian Lot.

(17) GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish or waste. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Waste receptacles shall be removed from the street after service no longer than a twenty-four (24) hour period.

(18) SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot, unless such a system is designed, located and constructed in accordance with the requirements, standards, and recommendations of local public health authorities. Written Approval of such systems must be obtained from said local health authorities and provided to Bear Valley Development prior to the instillation of said system.

(19) FOUNDATIONS VENEERS. No exposed concreted block may be used on the exterior of any dwelling. The front and end foundations of a building must be covered with brick, stone or stucco. The rear foundations of all corner lots must be covered with brick, stucco or stone.

(20) PORCHES AND STEPS. All front porches must be masonry construction with all elevations of same covered with brick or stone and the steps of all porches on the front of the house must be brick or stone, unless a prior written variance from this provision is obtained in accordance with paragraph 3 herein.

(21) ROOF. The roof of the dwelling and attached garage must be a minimum pitch of 4/12 and covered with architectural shingles. This requirement will not apply to porches.

(22) FUEL TANKS. No fuel storage tank(s) of any kind may be stored above the ground except for propane tanks of which the capacity does not exceed 100 gallons and shall not be exposed from the street.

(23) CLEARANCE OF DEBRIS. In the construction of a residence upon a lot, the builder shall keep all debris cleared from the street or streets bounding the lot; and, before any residence is occupied, all debris must be removed from the entire lot.

(24) FENCES: Chain link fences are expressly prohibited. Kennels used for the containment of dogs may be permitted. However written approval must be obtained pursuant to section 2 above.

(25) PROPERTY MAINTENANCE. All buildings and improvements to the lots in said subdivision must from their completion, be maintained by the owner in a neat, well-repaired and well-maintained condition. All of said lots in said subdivision must, from 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 and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that any owner fails of his own volition to maintain his lot in a neat and orderly condition, the Developer, the Bear Valley Association or their duly appointed agent, upon prior written notice of not less than Seven (7) calendar days, may cause a duly licensed and professional service to enter said lot without liability and proceed to perform such services necessary to render said lot in an orderly condition and shall bill the reasonable cost of such work to the owner of said lot. All property owners in the subdivision are requested to aid in keeping cars, trucks and delivery trucks off the curbs of the streets. Additionally, all owners of lots must keep the street clean and clear of concrete block-concrete, mud, and building materials while residence is under construction.

(26) Compliance with all applicable storm water regulations and the deposit and/or presence of any mud and dirt on any road(s) which are a result of storm water runoff or construction traffic are responsibility of lot owners.

(27) GRASS. All front yards, not expressly determined by Developer and/or Bear Valley Association to remain natural shall be covered with Fescue.

(28) SIGNS. No sign or character shall be displayed or placed upon any part of the property except those advertising the properties for sale and those used by a builder to advertise the property during the construction and sales period, said signs referring only to the premises on which displayed. No such sign shall exceed nine (9) square feet in size nor have an overall height exceeding four (4) feet above the ground level.

(29) SATELLITE DISHES. Satellite receivers or dishes must be located so that they are not visible from the street on which the dwelling fronts and from side streets in the case of a corner lot.

(30) TERMS OF COVENANTS. These covenants run with the land and are binding on all parties and all persons claiming under them for a period of twenty - five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the then owner of the lots has been recorded agreeing to change said covenants in whole or in part

(31) STREETLIGHTS AND MAILBOXES. Each homeowner is required to install a small residential streetlight and mailbox per the Developer and/or Bear Valley Association's specifications.

(32) POOLS. Prior written approval is required from the Hamilton County Department of Health prior to the construction or installation of any in-ground pools.

(33) ENFORCEMENT. In the event of violation or attempted violation of any one or more of the foregoing Restrictive Covenants and Conditions, the party or parties guilty thereof shall be subject to and liable at the suit of Developer or Bear Valley Association their heirs or assigns, to be enjoined by proper process from such violation, and shall be further liable for such changes. In the event of any enforcement action, suit or proceeding arising out of or in connection with these Restrictive Covenants and Conditions, the

prevailing party shall be entitled to recover reasonable attorney's fees, expenses and cost incurred in said enforcement action, suit or proceeding.

(34) NOTICE. All notices, requests or other communications required or contemplated by these Restrictive Covenants and Conditions shall be in writing and shall be delivered by first class mail, postage prepaid, addressed to the appropriate party at the address below, or to such other party or address as may be hereafter specified by written notice:

Bear Valley Development
Attn. Allen Hughes
P.O. Box 834
Ooltewah, TN 37363

(35) SEVERABILITY. The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

(36) APPLICABILITY TO OTHER LANDS. It is expressly stipulated that these restrictive covenants and conditions are applicable only to the land referenced above, and they do not apply to any other property in the area or vicinity, owned by Developer. Specifically, Developer, its successors or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions or unrestricted.

(37) RESERVED RIGHTS. Bear Valley Development Partnership reserves the right to amend any and all of the above terms when deemed necessary to maintain the quality and integrity of Bear Valley Development Subdivision.

(38) ROAD MAINTAINENCE. All Bear Valley Roads (Black Bear Pass, Bear Lake Cove) repairs are the responsibility of Bear Valley Association.

(39) EASEMENTS AND MAINTAINENCE. Pond area easements including drainage easement, dam and access easements are to be maintained to the standard of the Hamilton County Water Quality Program by Developer and/or Bear Valley Association. Hamilton County Water Quality Program reserves the right to access at any time the 50' wide private roads and utility easements for Black Bear Pass and Bear Lake Cove and the pond access easements to inspect drainage, detention areas and facilities and any pond facilities. Water quality easements and other drainage related to facilities installed by the Developer cannot be filled altered or changed in any way without permission from the Hamilton County Water Quality program. Any cutting, filling or construction within 10 feet subsurface surface sewage areas (25 feet from basement cut) require prior written approval from the Health Department and a recording of corrective plat.

(40) VARIANCE. No variance from these restrictive covenants and conditions shall be permitted unless prior written approval of such variance is provided by Developer and/or Bear Valley Association. The Developer and/or Bear Valley Association shall have absolute authority and discretion to approve or deny any request of variance or exemption from these Restrictive Covenants and Conditions.

Signature Page to follow

SIGNATURE PAGE

By W. Allen Hughes Jr, Owner Signature

W. Allen Hughes Jr, Printed

2/13/18, Date

By Thomas W Hughes, Owner Signature

Thomas W Hughes, Printed

2/13/18, Date

State of Tennessee
County of Hamilton

Before me, the undersigned Notary Public of the state and county aforesaid personally appeared, Thomas W. Hughes and Herbert Allen Hughes Jr identified to me by satisfactory evidence and who acknowledged that they executed the foregoing instrument as their free act and deed.

Witness my hand and seal at office in Chattanooga, Tennessee this 13th day of February, 2018.

Shana Knight

Notary Public SEAL



Date of expiration of Commission: 7/9/18

Bear Valley Historical Timeline and Proposed Completion Events

January 2005 Acquired 31.66 acres at 7521 Davis Mill Rd zoned A-1

March 2006 Hired Beginnings Point Survey to create digital auto-cad drawing of boundary

January 2007 Hired MAP Engineering to coordinate soil Survey

February 2007 Hired Beginnings Point Survey to conduct 100' Grid Staking

February 2007 Hired Tim Baxter to conduct high density soil map

July 2009 Hired MAP Eng to design Bear Lake and Storm Water Management System – See Storm Water Pollution Program and Hydrology Report

August 2009 Received approval from TVA for grading plan within TVA's easements subject to general conditions for any land use on a TVA transmission line right-of way

August 2009 Received Land disturbing permit - HLC 34 from Hamilton County Water Quality Program

August 2009 Run-off management permit application

August 2009 received permit from State of Tennessee Dept of Environment and Conservation TNR111791 to begin Bear Lake

August 2009 Hired ADR Construction to clear property for Bear Lake

August 2009 Hired Beginning Points Survey to complete Grid Staking for soil survey Lots 1-10

August 2009 Hired Ooltewah Clearing and Grinding for timber and stump clean up

September 2009 Hired Beginnings Points to mark Bear Lake Dam

September 2009 Hired McDaniel Construction to construct Bear Lake Dam and storm water drainage system

September 2009 Hired Erosion Control Specialist to install run-off fencing barriers

September 2009 requested lot variances for subdivision with Regional Planning Agency

September 2009 Paid Chattanooga-Hamilton County Health Department inspection fee for Lots 1-10

October 2009 hired Gallet (Terracon) Eng Firm to conduct soil testing during construction of Dam for Bear Lake

December 2009 Hired Erosion Control Specialist to hydro-seed disturbed soil consisting of Bermuda on lake interior, Love grass on back of dam and fescue on bank adjacent to Black Bear Pass in Bear lake area.

December 2010 Signed Inspection and Maintenance agreement with Hamilton County Water Quality Program regarding inspection maintenance of water quality program. Owners are responsible for long term maintenance of storm water measures.

April 2010 began aquatic life in Bear Lake with addition of 50 adult bream and the application of first round phosphorus fertilization based on counsel from Bill Phillips, Marine Biologist

December 2010 Regional Planning Agency, Chattanooga Health Department, City and County Engineers department and the Planning Commission Staff recommended approval of subdivision at December 13 meeting

January 2011 hired McDaniel and Sons to finish grade entrance and perform grading for Black Bear Pass and Bear Lake Cove. GIS assigned addresses.

April 2011 Began researching options for development i.e. home styles, restrictions etc. Determined market timing was not in line with development launch.

April 2011 Expanded aquatic life in Bear Lake by adding additional 300 1-3" blue gill bream and 100 northern strain large-mouth bass

April 2012 Expanded aquatic life by adding 100 blue channel catfish and 10 grass carp

April 2012 experienced clearing assistance with major weather events

Sept 2012 Completed primary clearing and burning

January 2013 began interviewing potential builders and developers for the build out of Bear Valley Subdivision.

Summer 2017 priced lots

October first offer for lot one

February 2018 closed Lot 1 for \$75,000

Beginning Points Survey re-surveyed lot lines for EPB install

April EPB Installed Power and High-Speed internet services

June 2018 Transactions completed for Lot 5 \$79,000 and Lot 7 \$87,000 to original investors

July 2018 Waterline installation completed by Karey Humphry Construction supplying Eastside Utility water to every lot.

Proposed expanded community area at Bear Lake end 2018

Initial phase of entrance proposed completion early 2019

Phased one of 20' wide road pavement completion proposed summer 2019

Phase two of Road pavement proposed summer 2020