

This instrument prepared by:
Southern Land Company, LLC
1550 W. McEwen Drive, Suite 200
Franklin, Tennessee 37067

*Black Creek
The Ridges Section 1
Lots 1-63*

**NINTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR BLACK CREEK;
JOINDER AND CONSENT OF OWNER**

THIS NINTH AMENDMENT AND SUPPLEMENTAL DECLARATION TO COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CUMMINGS COVE (this "Ninth Amendment") is made effective July 23, 2015 by OBAR INVESTMENTS, LLC ("Declarant") pursuant to the provision of Article XVI, Paragraph 3(d) of the Existing Declaration (as defined hereinbelow), which grants the Declarant the right to amend the Existing Declaration.

RECITALS:

A. Declarant previously recorded that certain Declaration of Covenants, Conditions, and Restrictions for Cummings Cove dated February 24, 1999, recorded in Book 5295, Page 639, in the Register's Office of Hamilton County, Tennessee ("ROHCT"), as amended in Book 5341, Page 164, Book 5610, Page 72, Book 7903, Page 36, and Book 9561, Page 74, Book 9695, Page 897, Book 9768, Page 147, Book 9826, Page 910, and Book 9928, Page 925 (collectively, the "Existing Declaration"), all recorded in the ROHCT. Pursuant to the Seventh Amendment to the Existing Declaration, the name of the Community was changed from "Cummings Cove" to "Black Creek" or "Black Creek Mountain."

B. Declarant was assigned the rights of the previous Declarant under the Existing Declaration pursuant to an Assignment dated October 28, 2011, and recorded in Book 9509, Page 163, in the ROHCT.

C. Declarant is creating a Neighborhood of residential Lots to be designated as The Ridges Section 1 of Black Creek, consisting of Lots 1 through 64, as shown on the plat recorded at Plat Book P3 102, Page 25, in the ROHCT (the "Plat").

D. All Lots set forth on the Plat (the "New Lots") are subject to the Existing Declaration and this Ninth Amendment (collectively, the "Declaration").

E. All capitalized terms used but not defined in this Ninth Amendment shall have the meanings given to them in the Existing Declaration.

**ARTICLE I.
STATEMENT OF AMENDMENT**

1.1 The New Lots shall constitute a Neighborhood, which shall be referred to as "The Ridges at Black Creek." The New Lots are subject to the terms and provisions of the Declaration and any deed conveying title to all or any portion of the New Lots shall be subject to the Declaration, as amended from time to time, whether or not specifically stated in the deed.

1.2 The Ridges at Black Creek is a residential neighborhood and is subject to the zoning ordinances of Chattanooga City and Hamilton County, which may be amended from time to time. The Ridges at Black Creek is also subject to the following covenants, conditions, and restrictions:

(a) The New Lots are subject to City of Chattanooga R-3 (P.U.D.) zoning requirements, a front setback of fifteen feet (15'), a side setback of five feet (5'), no rear setback, and any easements described in Plat.

(b) The New Lots are designated as "Single Family Home" residential lots. All one-story structures on the New Lots shall have a minimum of 1,200 square feet, exclusive of open porches, garages, and basements. Two-story structures shall have a minimum of 1,000 square feet on the ground floor, exclusive of open porches, garages, and basements.

1.3 Lots 60 through 63 are hereby designated as Common Areas. Lots 60 through 63 are not subject to Assessments.

ARTICLE II. EASEMENTS

2.1 Easements for Affected Lots. Each of the New Lots set forth on Exhibit A attached hereto and incorporated herein by reference (each an "Affected Lot" and collectively, the "Affected Lots") is designed such that the patio garden "courtyard" side of each Affected Lot will have the use of the non-courtyard side of the adjacent Affected Lot. Likewise, the Owner of each Affected Lot will have the ability to cross over the adjacent Affected Lot for the purpose of maintenance upon reasonable notice to the owner of the adjacent Affected Lot.

2.2 Grant of Easement. The second unnumbered paragraph of Article 5, Section 1(y), of the Declaration shall not apply to the New Lots. There is hereby granted to each Affected Lot a use easement, as hereinafter described, over a portion of each adjacent Affected Lot as shown on the attached Exhibit A (the "Easement Area"). Each Affected Lot may serve as both a Benefited Lot and a Servient Lot, as hereinafter defined, depending on its relationship to the adjacent Affected Lots.

2.3 "Use Easement" shall mean a perpetual, non-exclusive easement on, over and across the Easement Area of the adjoining Affected Lot (the "Servient Lot") for access, ingress, egress and use by the Owner or occupant of the adjacent Affected Lot (the "Benefited Lot") for the following purposes and in the following manner:

(a) to landscape, maintain and irrigate the Easement Area. The Owner of the Benefited Lot shall maintain the plants and lawn covering of the Easement Area to the same degree and consistent with the landscaping and lawn covering of the Benefited Lot, and in any case subject to and consistent with the any guidelines established by Declarant or the ARC; provided, however, that no plants, hedges or other landscaping features shall be allowed to block or obscure any windows located on the Unit on the Servient Lot and no trees may be planted by the Owner or occupant of the Benefited Lot on the Servient Lot.

(b) to use and enjoy the Easement Area for all purposes for which the yard area of any Lot may be used, consistent with the Declaration, provided, however, that the Owner of the Benefited Lot shall not construct any permanent or temporary structure that would interfere with maintenance activities on the Unit or otherwise on the Servient Lot.

2.4 Extent of Easement Area. Notwithstanding the general description above, it is intended that the Easement Area run from the property line of the Benefited Lot to the wall of the Unit on the Servient Lot if the Unit on the Servient Lot is more than three (3) feet from the property line of the Benefited Lot, resulting from an irregularly shaped lot, an irregular line on the Unit on the Servient Lot, the placement of the Unit on the Servient Lot, the minimum required width between the Units on the Servient Lot and the Benefited Lot, or any other reason. Further, the Easement Area shall be deemed to run from the front building line of the Unit on each Servient Lot or, if a fence is constructed on the Benefitted and Servient Lots as shown on Exhibit B, from the fence line, to the rear building line of the Unit on the Servient Lot, as shown on Exhibit B. In the event any portion of the Easement Area is greater than three (3) feet from and parallel to the property line of the Benefited Lot, such portion of the Easement Area shall be deemed an expansion of the Easement Area (the “Expansion Area”) and the Owner of the Servient Lot shall have the right to build any permanent new construction or expansion of the Unit within the Expansion Area, at which time the Use Easement in favor of the Benefited Lot shall terminate as to that portion of the Expansion Area over which improvements are constructed.

2.5 Activities Within Easement Area. Nothing shall be done or permitted within any Easement Area that would constitute a threat or hazard to the health and safety of the individuals occupying the dwelling on the Servient Lot that defaces the Unit on the Servient Lot or that adversely affects the integrity, structure or strength of the Unit on the Servient Lot. The ARC is expressly authorized to develop rules and regulations applicable to such activities.

2.6 Easement for Construction and Maintenance. There is hereby granted to each Servient Lot a Construction and Maintenance Easement over a portion of each Benefited Lot. Further, the Owner of each Servient Lot reserves within the Easement Area the right to perform the acts set forth below, which shall not be deemed inconsistent with the Use Easement. “Construction and Maintenance Easement” shall mean a perpetual, non-exclusive easement on, over and across the Benefited Lot for access, ingress, egress and use by the Owner or occupant of the Servient Lot for the following purposes and in the following manner:

(a) as reasonably necessary to perform and complete, in a prompt, efficient and good and workmanlike manner, any construction or other work (whether original, remodeling or repair) on the Unit on the Servient Lot, as previously approved by ARC, and to promptly repair any damage caused by such construction or other work.

(b) as reasonably necessary to perform maintenance and repairs to the Unit and other structures, including without limitation, any fence, located on the Servient Lot, provided, however, that such maintenance shall be limited to reasonable times of the day and shall be conducted in a reasonable manner.

(c) as reasonably necessary to perform maintenance of any permitted encroachment or overhang by a structure located on the Benefited Lot and extending over the Servient Lot.

ARTICLE III. RECREATIONAL FACILITIES

3.1 Notwithstanding anything to the contrary in the Declaration, the Owners of the New Lots shall have the privilege of using the recreational facilities that are part of the Club Property, excluding the golf course and any property and facilities that are for the exclusive use of persons with golfing privileges other than a limited number of rounds of golf that may be provided to New Lots by the Club (the “Recreational Facilities”). The Owners shall be assessed as an Assessment under the Declaration, whether as a Special Assessment, Neighborhood Assessment or otherwise, a separate monthly fee for the

JOINDER AND CONSENT OF OWNER

The undersigned, the owner of the New Lots, hereby joins in this Amendment.

MBSC Black Creek, LLC

By: _____
Brian S. Sewell, President

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, Molly S. Phillips, a Notary Public of said County and State, personally appeared Brian S. Sewell, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of MBSC BLACK CREEK, LLC, a Tennessee limited liability company, the within named bargainor, a limited liability company, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its President.

Witness my hand and seal, at Office in Franklin, Tennessee, this 23rd day of July, 2015.

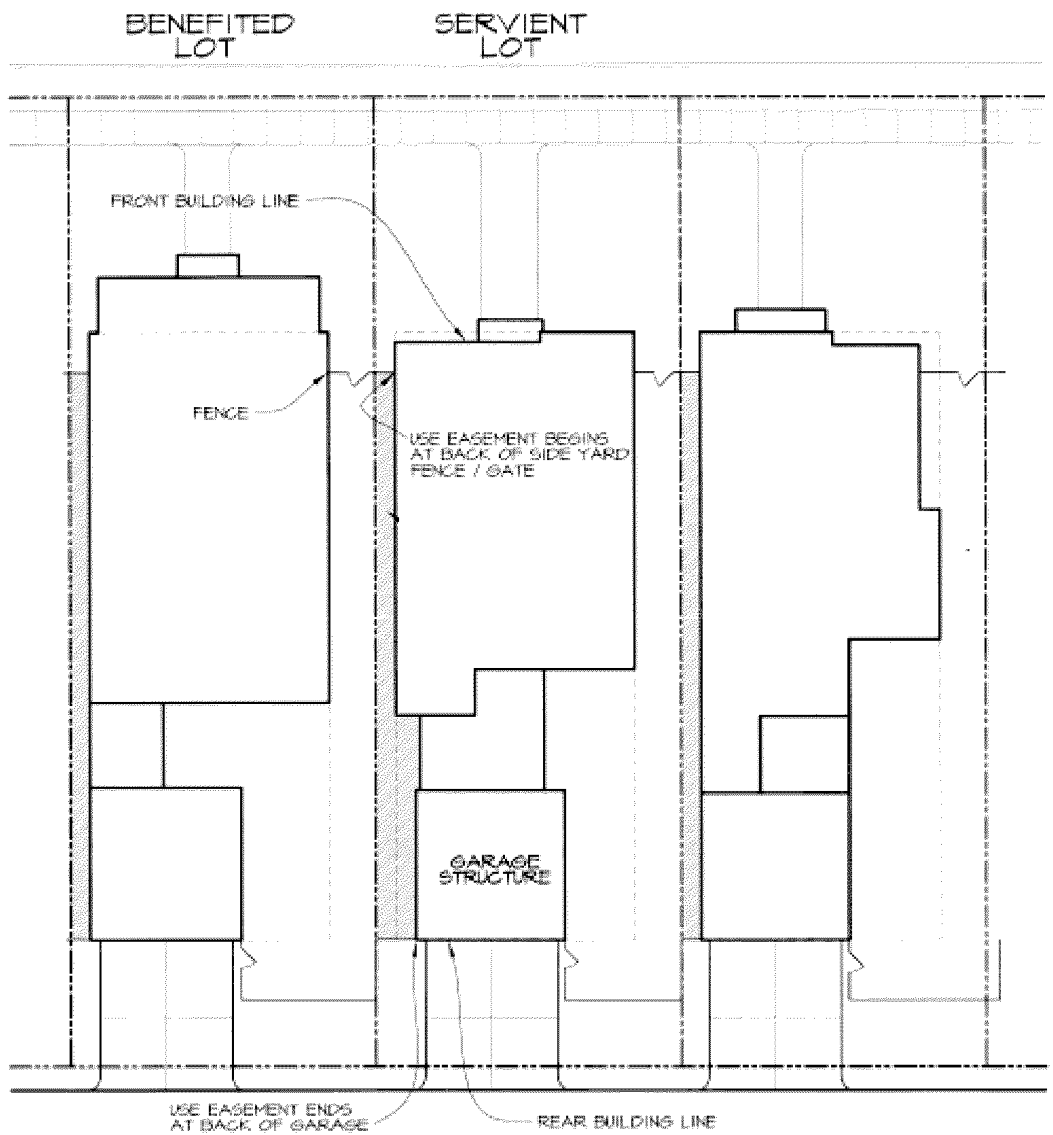
Notary Public
My Commission Expires: _____

EXHIBIT A

AFFECTED LOTS

Lots 6-15, 17, 19, 20 and 31, 33-37, shown on that certain plat described as The Ridges Section 1 of Black Creek, as shown on the plat recorded at Plat Book P3 102, Page 25, in the Register's Office of Hamilton County, Tennessee (the "Plat").

EXHIBIT B
EASEMENT AREA



"EXHIBIT B"
USE AND ACCESS EASEMENT