

Prepared by: GT Issa Construction, LLC  
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State of Tennessee Hamilton County Register of Deeds **PAM HURST**

## CASTLEGATE SUBDIVISION

### DECLARATION OF COVENANTS AND RESTRICTIONS

GT Issa Construction, LLC ("the Developer") hereby declares that it is the lawful owner in fee simple of all lots in Castlegate Development, as recorded at Book and Page: P3 101 45, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision, and for the protection of it, its successors in trust or assigns, and the protection of future Owners of any one or more of said lots, does hereby impose upon all said lots, the following Restrictive Covenants, which shall run with the land, to-wit:

1. All of said lots in Castlegate shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached, single family dwelling with attached garage. No carports are permitted. Developer must approve style/type garage door. Garage doors may not be allowed to stand open. The inside wall of garages shall be finished.
2. Where Developer approval is required hereunder, Developer may issue written Architectural Guidelines so that Builders and Owners will have advance notice as to what actions will automatically have Developer approval.
3. No residence shall be designed, patterned, constructed, or maintained to serve the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, or used as housing for persons unrelated to any Owner, nor used in whole or in part for any business service or activity, or for any commercial purpose, nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
4. No building shall be located on any lot nearer than twenty-five (25) feet to the front property line or nearer than twenty (20) feet to any side street property line. No residential structure shall be located closer than twenty-five (25) feet to any rear line. No structure shall be located closer than twenty-five (25) to any rear property line on all interior lots. No structure shall be located nearer than ten (10) feet to any side property line. Swimming pools, pool facilities, outdoor fireplaces, etc., may be located within these boundaries, provided written approval is given by Developer, and no violation of City PUD R-1 rules exist.
5. It is provided that no more than one dwelling shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a lot, or part of a lot, as a means of public

OC 17572



and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands.

6. The Developer reserves the right to transfer, at his sole discretion, its authority, rights, or duties, in whole or in part, to a Board of Directors or Association whenever it so decides, but in no event shall the transfer be less than two years from the date of the recording of these Restrictions.
7. No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may become an annoyance or nuisance to the neighborhood. No trucks larger than pick-ups, or personal type vans, are permitted to be parked in subdivision. No liquor, beer, wine, or other intoxicating substances shall be sold within the boundaries of said subdivision.
8. Athletic equipment such as, but not limited to, basketball backboards shall not be permitted in front of any house. Portable basketball goals may be permitted. All playground equipment, excluding traditional swing sets, must be approved by Developer.
9. No part of any lot shall be used for residential purposes until first a completed dwelling house conforming fully to the provisions of this instrument, shall have erected thereon, the intent of this Paragraph (9) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding, or other structure as a temporary living quarters before or pending the erection of a 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. Notwithstanding, anything herein to the contrary, Developer and Builder reserves the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as Developer and Builder is engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision. Developer must approve type, location, and duration of use of any construction trailer.
10. No modular, manufactured, or trailer homes shall be allowed. Only on-the-job stick-built homes shall be allowed.
11. No sheep, swine, goats, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or remain on any of the lots. There shall be no kennels for commercial purposes permitted on any lot in the subdivision. The keeping of dogs, cats, or other household pets are permitted. Pet owners shall not allow pets to roam unattended. Excessive barking of dogs shall be considered an "offensive activity" and shall be controlled by the pet owner. Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. The Developer or Board of Directors shall, in their sole discretion, have the authority to determine what constitutes an

“unreasonable” number, or a “dangerous” pet. No dog pens, kennels, or such shall be allowed without the written consent of the Developer or the Board.

12. 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.
13. All of said lots in said subdivision must, from the date of purchase, be maintained by the Owner or Builder in a neat and orderly condition (grass being cut when needed, as well as leaves, broken tree limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street. In the event that the Owner of a lot, including an Owner who is a Builder, fails, of his own volition, to maintain his lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition and shall bill the Owner Two Hundred Percent (200%) of the cost of such work. All Owners/Builders must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction. All Owners in the development shall keep cars, trucks, and delivery trucks off the curbs of the street.
14. Curb cuts shall be made with a concrete saw and driveways shall be built so as to form a smooth transitional surface from the street. Any damage done to the curb, street, or sidewalk by the Owner of any lot or by a Contractor employed to build improvements on any lot, shall be repaired immediately at the expense of the Owner or Contractor. If damage is not repaired in a timely fashion, Developer shall repair at Owner/Contractor's expense at cost plus One Hundred Percent (100%).
15. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers, with or without wheels, campers, camper trailers, boats or other watercraft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are obviously inoperable, or do not have current tags, shall not be permitted except within enclosed garages. Vehicles of any type must not be parked on the street with the exception of vehicles belonging to visitors to the property. Commercial or service vehicles relating to servicing or repair of the residence, must not be parked on the street for a period exceeding eight (8) hours. No overnight parking. Any vehicle parked on the street that is deemed a nuisance by the Developer or Board of Directors, shall be towed. A registered letter will be mailed to the residence and if vehicle is not removed within Twenty-Four (24) hours, it will be towed at Owner's expense. No vehicle of any type can park on a sidewalk at any time. This paragraph shall not apply to any commercial vehicle providing service or making deliveries to or on behalf of the Association, or Developer, or their agents. Visitors shall not be allowed to park on the street. No major repairs to any automobile, boat, or other vehicle are to be done in the driveway, yard, or street.
16. All fences, walls, and retainer walls must be approved by the Developer. Developer shall approve location, height, and material of all fences. No wire, wood, or chain link

fences are allowed. No fence shall be allowed any closer to the street than the rear elevation of the dwelling. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street.

17. Each lot Owner shall at all times maintain all structures located on such lot, including driveways and approved fences, in good repair which shall include exterior painting, as needed. Also, each lot Owner shall keep all approved landscaping in good and presentable condition.
18. No vegetable gardens shall be allowed.
19. No Owner, guest, or tenant shall hand laundry from outside a dwelling. No outside clotheslines shall be erected.
20. In order to preserve the aesthetic and economic value of all lots within the development, each Owner/Builder shall have the affirmative duty to rebuild, replace, repair, or clear and landscape to original state within a reasonable period of time, any building, improvements, and significant vegetation which shall be damaged or destroyed by fire or other casualty. Any variation or waiver of same may be given only by the Developer or the Board of Directors in their sole discretion.
21. No dwelling unit may be rented or leased.
22. Before any dwelling on any lot shall be occupied, a connection with the sewer system meeting applicable municipal codes shall be made.
23. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns the following rights, privileges, and powers: to subdivide lots, to combine lots, parts of lots, or to rearrange boundaries of lots.
24. Any residence being erected on a lot shall be completed within Eight (8) months from the date of the pouring of the footings for said residence. No dwelling shall be occupied until it has been completed. The only exception may be considered in the cases of landscaping, etc., due to inclement weather or other excusable conditions. Any exceptions must be approved by Developer.

#### ARCHITECTURAL REVIEW

25. All house plans must be approved by an Architectural Review Committee consisting of the Developer. The Architectural Review Committee shall have sole architectural and design review authority for the development. At or prior to such time as the Developer has transferred governing authority to the Board, the Developer may execute and record in the Register's Office of Hamilton County, Tennessee, a document stating that the Developer reserves unto the Architectural Review Committee the architectural and design reviewing authority provided in this document,

and stating that said reservation shall survive the election of the Board to succeed the Developer. Thereafter, the Architectural Review Committee shall continue to exercise the rights thus reserved to it until such time as Developer shall execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning these rights to the Board.

26. No dwelling house shall be erected or permitted to remain on any lot in the subdivision unless it contains the minimum number of square feet of enclosed living area, exclusive of open porches, screen/no wood porches, garages, eaves, steps and basements (whether finished or not), set forth below:

All residences must be a minimum of 2,400 square feet for one and one-half (1 ½) or two (2) story homes and 2,000 square feet for rancher homes.
27. All houses shall have an acceptable frontal appearance from the main street fronting said lots.
28. All landscaping must be approved by the Architectural Review Committee. A minimum of One (1) hardwood tree shall be planted in the front yard. All lots must be sodded from the street to the rear corner elevation of the house. Landscaping must be completed upon completion of house or occupancy. All HVAC units and garbage receptacles shall be screened from public view either with landscaping or an enclosure that is approved by the Architectural Review Committee. No fuel tanks shall be used. LP gas only.
29. There shall be no more than one dwelling erected on any one said lot and all houses shall be neatly painted. The Architectural Review Committee must approve all colors. Foundation blocks must be covered on front and sides with brick or stone. Siding may be Hardie Plank, etc., to be approved by Architectural Review Committee. No asbestos siding shall be used on any residence. All main levels must be four (4) sides brick or stone. Rear foundation must be brick and remaining areas to be Hardie Plank.
30. All roofs shall be of 10:12 minimum pitch or more and be roofed with dimensional shingles.
31. Standard mailbox – bronze decorative mailbox without lights shall be used.
32. Each residence constructed upon a lot must be served by a driveway and paved with concrete. Location and size of driveway must be approved by Architectural Review Committee.
33. All pools, pool houses, etc., must be approved by Architectural Review Committee as to location, style, materials, and size. There shall be no detached garages or outbuildings permitted without Developer approval and must be finished the same as the house.

HOMEOWNERS' ASSOCIATION

34. The Developer has caused, or may in the future cause, the Castlegate Homeowners' Association ("Association") to be formed as a non-profit Tennessee Corporation for the purpose of preserving and enhancing the general quality of the Development by maintaining and keeping in good repair common areas and being responsible for maintaining all drainage areas that were originally maintained by Developer. Full control of the Association automatically shall be vested with the lot Owners upon the sale of the Thirty-Second (32<sup>nd</sup>) lot in the Development.
35. At the time of purchase of any lot by an Owner, the Owner shall pay a One Hundred and 00/100 Dollar (\$100.00) initiation fee plus a Five Hundred and 00/100 Dollar (\$500.00) yearly fee to the Association. The initiation fee will not be paid by any Builder purchasing a lot from Developer, but will in that instance be paid at the time the Builder resells the lot to a new Owner.
36. 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 the terms and provisions of these covenants and pay to the Developer or Association annual assessments or special assessments for the purposes set forth in this document. These assessments shall be fixed, established, and collected as herein provided. The Owner or Owners of each lot shall be personally liable to the Developer or Association for the payment of all assessments, whether annual or special, which shall be levied while such party or parties are such Owners of said lot. The annual and special assessments, together with such interest thereon and cost of collection shall be a charge and continuing lien on the lot and all the improvements thereon against which such assessment is made. Unpaid assessments shall bear interest from the due date to the date of payment at the rate set by the Developer or Board, and said rate can be changed from time to time so that the rate is reasonably rated 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 on the number of original lots. If Owner leases a lot and/or dwelling unit, Owner remains liable for the assessments.
37. The annual assessments levied by the Developer or Association are for the improvement and maintenance of the common areas such as mowing, landscape, and landscape maintenance.
38. Until the transfer of governing authority from the Developer to the Board, the amount of the annual assessment shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate for improvement and maintenance of the common areas until the Developer has completed building. Thereafter, the amount of the annual assessments shall be set by the Board of Directors, unless Sixty-Six and Two-Thirds Percent (66 2/3%) 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 Covenants.

39. In addition to the annual assessments, the Developer or the Association may levy special assessments for the purpose of defraying the cost of any construction or unexpected repair of a capital improvement upon the common areas, or the cost of any addition to the common areas provided that any such assessment shall have the assent of Sixty-Six and Two-Thirds Percent (66 2/3%) of the vote of the Owners who are in attendance or represented at a duly called meeting of at least Thirty (30) days advance notice, which notice sets 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 Covenants.**
40. Only land within the property, which has been subdivided into lots, and the plat thereof filed for public record, shall constitute a lot for purposes of these assessments. No Owner may exempt himself from liability from any of the common areas by abandonment of his lot in any way. Developer-owned and Builder-owned lots shall be exempt from the assessment charge and lien created herein. However, the assessment 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.
41. The annual assessment provided for herein shall commence on the date of transfer of title to the Owner from the Developer or Builder. The amount of the first annual assessment shall be prorated at the time of title transfer. The annual assessment shall be due and payable upon the first day of the year. The due date of any special assessment shall be fixed in the resolution authorizing such assessment. If property is Builder-owned rental property, the annual assessment shall be prorated from first occupancy date, and due upon the first day of the year thereafter.
42. Recognizing the necessity for providing property maintenance of the property entails the continuing paying of cost and expenses thereof, the Developer or 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 Developer or Association in enforcing the lien upon said lot. The lien shall become effective upon a lot immediately upon the closing of the lot. The lien granted to the Developer or Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment as set forth in the document shall constitute a default and this lien may be foreclosed by the Developer or Association.
43. Whenever any lot or improvement may be sold by the Owner and any assessments are owed to the Developer or Association, they shall be collected at closing and paid to the Developer or Association, as applicable.

In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, the Developer, its successors or assigns, including all parties hereinafter becoming Owner of any one or more of the lots in which provisions of the Declaration apply, or the Board, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorney's fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of setback lines, side, rear, or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board of Directors. Further, the Developer or the Board of Directors 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 of Directors, adversely affect the purposes sought to be obtained. Any decision not to enforce any covenant or provision hereof shall not constitute a waiver, and Developer retains exclusive and sole discretion to make such decisions until the Association receives the transfer of Developer's authority.

By reason of the rights of enforcement by the provisions of this section being given unto Owners of lots (subject to the 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 Covenants or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of these Covenants by any person other than itself. Developer may or may not enforce at its discretion.

In the event that for any reason any one of the foregoing protective Covenants and Restrictions be construed by judgment or decree of any court record to be invalid, such action shall in no way affect the other provisions which shall remain in full force and effect. The Developer hereby declares that said Restrictions are not interdependent, and any one would have been adopted even without the others.

Each and every one of the aforesaid Covenants, Conditions, and Restrictions, shall attach to and run with each and every one of said lots of land and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every Owner and occupant of said property until 2034 and shall be extended automatically to said lots for a successive period of Twenty-Five (25) years thereafter unless, by action of a minimum of Seventy-Five Percent (75%) of the Owners of the lots, it is agreed to change said Covenants in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee.

Neither the undersigned nor any other Owner of said property shall or will convey, devise, or demise any or either of said lots, or any part of the same, except as being subject to these Covenants, Conditions, and Restrictions and the obligation to observe and perform the same. These Covenants, Conditions, and Restrictions shall run with and be appertained to the said land and every party thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of the said land or the improvements to be made thereon.



If any party or parties shall attempt to violate any of the Covenants or Restrictions, without a written waiver from the Developer or the Association, it shall be lawful for the Developer, its successors, heirs or assigns, or any person or persons owning any of said lots, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such Covenants or Conditions, and either to prevent him or them from so doing, or to recover damages or other dues for such violation including reasonable attorney's fees.

This Declaration may be amended, modified, revoked, or waived in any respect from time to time by Developer, in its sole and absolute discretion, but not without prior consultation with all the Builders in the Development, prior to the date that the governing authority for the Development is transferred from the Developer to the Board. Thereafter, the Developer will be deemed to have more than One Hundred Percent (100%) of the outstanding votes until the Castlegate Development is totally built out in accordance with the By-Laws which shall be recorded at the time of the transfer from the Developer to the Association.

WITNESS my hand this 1<sup>st</sup> day of August, 2015.

GT ISSA CONSTRUCTION, LLC

By: \_\_\_\_\_

Its: Christ Meyer

DEVELOPER

STATE OF TENNESSEE

COUNTY OF HAMILTON

2015

On this 1<sup>st</sup> day of August, 2016, before me, personally appeared Ghasan Issa, the within named bargainer, personally known to me (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of GT Issa Construction, LLC, a Tennessee limited liability company, and acknowledged that as Chief Manager, he executed the foregoing instrument by signing on behalf of the limited liability company by himself as such officer.



Shannon C. Pierce

Notary

My commission expires: 11-10-2018

We, Sukrath Mahajan and Smita Movva, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

Sukrath Mahajan  
Sukrath Mahajan

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Sukrath Mahajan, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 23<sup>rd</sup> day of March, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

Smita Movva  
Smita Movva

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Smita Movva, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 23<sup>rd</sup> day of March, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

We, Andrew J. Crane and Candy J. Crane, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

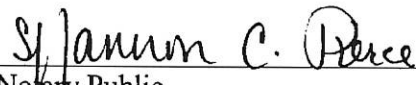
  
\_\_\_\_\_  
Andrew J. Crane

STATE OF TENNESSEE    )  
COUNTY OF HAMILTON   )

Personally appeared before me, a Notary Public in and for said State and County, Andrew J. Crane, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 13<sup>th</sup> day of May, 2016.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 11-10-2018

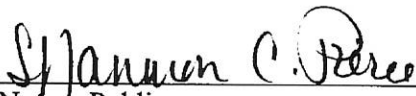
  
\_\_\_\_\_  
Candy J. Crane

STATE OF TENNESSEE    )  
COUNTY OF HAMILTON   )

Personally appeared before me, a Notary Public in and for said State and County, Candy J. Crane, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 13<sup>th</sup> day of May, 2016.



  
\_\_\_\_\_  
Notary Public  
My commission expires: 11-10-2018

We, James Edward Johnson and Janie Diane Johnson, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

James Edward Johnson  
James Edward Johnson

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, James Edward Johnson, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 31<sup>st</sup> day of March, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

Janie Diane Johnson  
Janie Diane Johnson

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Janie Diane Johnson, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 23<sup>rd</sup> day of March, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

We, Marion David Haddock, Jr. and Susanne B. Haddock, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

*Marion David Haddock, Jr.*  
Marion David Haddock, Jr.

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Marion David Haddock, Jr., the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 29<sup>th</sup> day of March, 2016.



*Shannon C. Pierce*  
Notary Public  
My commission expires: 11-10-2018

*Susanne B. Haddock*  
Susanne B. Haddock

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Susanne B. Haddock, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 29<sup>th</sup> day of March, 2016.



*Shannon C. Pierce*  
Notary Public  
My commission expires: 11-10-2018

I, Jack M. Rowland, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

*Jack M Rowland*

Jack M. Rowland

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Jack M. Rowland, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 2<sup>nd</sup> day of June, 2016.

*Patty W. Jantz*  
Notary Public  
My commission expires: 4/8/18



We, Ryan Boozer and Julie Ana Mitchell Boozer, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

Ryan Boozer  
Ryan Boozer

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Ryan Boozer, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 3<sup>rd</sup> day of <sup>June</sup>~~March~~, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

Julie Ana Mitchell Boozer  
Julie Ana Mitchell Boozer

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

/ Personally appeared before me, a Notary Public in and for said State and County, Julie Ana Mitchell Boozer, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 3<sup>rd</sup> day of <sup>June</sup>~~March~~, 2016.



Shannon C. Pierce  
Notary Public  
My commission expires: 11-10-2018

We, James Frederick Blair and Kathy Jean Blair, approve and accept the Castlegate Covenants and Restrictions dated August 1, 2015.

*James Frederick Blair*  
James Frederick Blair

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, James Frederick Blair, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 6<sup>th</sup> day of June, 2016.



*Shannon C. Pierce*  
Notary Public  
My commission expires: 11-10-2018

*Kathy Jean Blair*  
Kathy Jean Blair

STATE OF TENNESSEE )  
COUNTY OF HAMILTON )

Personally appeared before me, a Notary Public in and for said State and County, Kathy Jean Blair, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this 6<sup>th</sup> day of June, 2016.



*Shannon C. Pierce*  
Notary Public  
My commission expires: 11-10-2018