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COVENANTS AND RESTRICTIONS

FOR

Garland Estates

Subdivision

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GARLAND ESTATES SUBDIVISION

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

RECITALS

This Declaration made by Bharati A. Desai (sometimes referred to as "Developer" or "Declarant"), as owner of the real property located in Chattanooga, Hamilton County, Tennessee, more particularly described according to the plat ("Plat") of Garland Estates, Lots 1-22 recorded in Plat Book 111, Page 142 in the Register's Office of Hamilton County, Tennessee, (sometimes referred to as "GARLAND ESTATES" or the "Property"). Developer submits this instrument for the purposes contained herein.

DECLARATION

Developer declares that townhouses shall be constructed on the real property described in the Plat and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and occupied subject to the following terms and conditions, limitations, restrictions, easements, covenants, liens, and charges, all of which are declared and agreed to be in furtherance of a plan of ownership for GARLAND ESTATES and all of which are declared and agreed to be for the purpose of enhancing, maintaining and protecting the value and attractiveness of the Property. All of said restrictions, easements, covenants, conditions, liens, and charges shall run with the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title and interest in the Property, and shall be binding on and inure to the benefit of the successors in interest of such parties.

ARTICLE I
DEFINITIONS

In addition to the terms elsewhere defined herein, the following terms shall have the following meanings whenever used in this Declaration:

- (a) "ASSOCIATION" shall mean and refer to GARLAND ESTATES Homeowners Association, Inc., a Tennessee nonprofit corporation.
- (b) "BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the governing body of the Association.
- (c) "BYLAWS" shall mean and refer to the bylaws of the Association the initial text of which is set forth in Exhibit C attached hereto and made a part hereof,
- (d) "BUILDING" shall mean and refer to any Townhouse or structure which is part of the Improvements on the real property.
- (e) "DECLARATION" shall mean and refer to this Declaration as the same may be amended, changed or modified from time to time.

(f) "DESIGN PRINCIPLES" shall mean and refer to the Design Principles attached as Exhibit "A" hereto, which govern the approval of all plans for construction or improvements.

(g) "IMPROVEMENTS" shall mean and refer to all improvements now or hereafter constructed on the property.

(h) "LOT" shall mean and refer to the numbered parcels depicted on the Plat recorded from time to time related to the Property.

(i) "MORTGAGE" shall mean and refer to any security instrument encumbering any Lot at GARLAND ESTATES. As used herein the term "Mortgage" shall include a Deed of Trust.

(j) "MORTGAGEE" shall mean and refer to the record owner of a beneficial interest under a Mortgage.

(k) "OWNER" shall mean and refer to any person, firm, corporation or other association in which title to a Lot is vested, as shown by the Register's Office of Hamilton County, Tennessee, but excluding those having such interest in a Lot merely as security for the performance of an obligation.

(l) "REGULATION PLAN" shall mean and refer to the Regulation Plan attached as Exhibit "B" hereto setting forth the uses permissible for property subject to this Declaration.

(m) "TOWNHOUSE UNIT" or "Unit" shall mean any one of those residential units located at GARLAND ESTATES.

ARTICLE II RESTRICTIVE COVENANTS

Owner hereby imposes and charges upon all Lots at GARLAND ESTATES for the period set forth herein the following special covenants and conditions which shall run with the land for the use and benefit of the present and future owners of the Lots.

(a) Prior Approval of Plans. All plans for the erection or alteration of any structure on any Lot and Improvements shall be subject to the Design Principles attached hereto as Exhibit "A." No building, Improvement or other structure shall be commenced, erected or placed or altered on the Property unless the dimensions, materials, exterior color scheme and location of such structure shall have been submitted to and approved in writing by the Developer.

However, if the Developer shall fail to approve, disapprove, ask further questions, or request additional information regarding any proposed plans, specifications or locations within thirty (30) days after submission for approval, such plans, specifications and locations shall be conclusively deemed to have received approval. The Developer shall have the right to reject or disapprove any plans which do not comply with these covenants, or which are inconsistent with the architectural standards of GARLAND ESTATES. If approved and erected, the Owner of the Lot shall have the responsibility of maintaining such structures so as to prevent their deterioration and becoming a distraction or an eyesore.

Replacement of members will be with matching material.

Except as may be required by the City of Chattanooga, any and all drainage plans for any Lot shall provide that there shall be no increase in storm waters flowage for any adjoining Lot.

In reviewing the plans, specifications and locations, the Developer shall have the right to require drawings to scale that define in sufficient detail the design of any addition and its relationship to the overall development, and to take into consideration the suitability of the proposed structure and of the materials of which it is to be built. The Developer may also consider the total investment contemplated, the harmony thereof with the surroundings, and the effect of the structure, as planned, on the view from adjacent or neighboring properties.

1. The Townhouse Units will be constructed utilizing common support walls ("Party Walls") that is, walls located on or at the division lines between adjoining Lots and intended to be used by the Owners of the adjoining Lots in the construction and maintenance of the Townhouse Units on those lots. Additionally, the following provisions shall apply with respect to all Party Walls:

(A) Each Party Wall shall constitute a party wall and the adjoining Lot Owners shall each have the right to use the Party Wall jointly with each other.

(B) Except as otherwise provided herein, each Party Wall shall be maintained and kept in repair at all times by, and at the joint cost of, the adjoining Lot Owners.

(C) Should a Party Wall at any time while in use by adjoining Lot Owners be injured by any cause other than the act or omission of either Lot Owner, the Party Wall shall be repaired or rebuilt at their joint expense, provided that any sum received from insurance against such injury or destruction shall be first applied to the repair or restoration of the Party Wall. Should the Party Wall be injured by act or omission of either Lot Owner, the Party Wall shall be repaired or rebuilt at the expense of the Lot Owner whose act or omission injured the Party Wall.

(D) These provisions relating to Party Walls shall be perpetual and shall run with both adjoining Lots. However, these provisions shall not operate to convey to either adjoining Lot Owner the fee of any part of the Lot owned by the other Lot Owner, the creation of rights to a Party Wall being the sole purpose of these provisions.

(E) Any adjoining Lot Owner who engages in construction or repair work as between the adjoining Lot Owners with the approval of the Developer described herein shall have the right to enter onto the property of the other adjoining Lot Owner to the extent it may be reasonably necessary in connection with that work. When entering onto the property of the other adjoining Lot Owner, the Lot Owner undertaking construction or repair work shall take and observe due precaution and care to protect the property of the other adjoining Lot Owner.

(F) No additions or extensions to a Party Wall after its initial establishment shall be permitted except by agreement as required above.

All builders and/or contractors must be licensed currently in the State of Tennessee and approved by The Developer prior to commencing work.

(b) Use of Land.

1. The Lots shall be used for those uses set forth on the Regulation Plan attached as Exhibit "B".

2. 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.

3. Only quality materials and design will be accepted on any structure built on any Lot. Materials will be reviewed or rejected during design review.

4. No satellite dishes or other such structures shall be allowed on any Lot, except on the roofs provided they are not visible from the street.

5. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street.

6. All of the Lots must from the date of purchase from Developer be maintained by the Owner in a neat and orderly condition. The Association shall be responsible for maintaining the grass and landscaping of the Lots and shall contract with a qualified landscape company to provide necessary maintenance service at appropriate intervals in accordance with specifications adopted from time to time by the Association. The Association shall have the permanent and perpetual right of access to all Lots for such purposes.

7. No trailer, mobile home, junked or inoperable vehicles, tent, *shack* or other similar structure shall be placed or permitted to remain on any Lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No travel home, boat or other recreational vehicle may be stored or parked on any Lot, drive or street. No trailer trucks shall be parked or kept on any of the drives or streets or on any Lot. No vehicles may be parked on grass. Parking shall be only in designated spaces on the Owner's property.

8. All mailboxes must be of a material and design approved by the Developer.

9. No garden tools, wheel barrows, lawn mowers, bicycles, other toys, BBQ grills, or equipment of any nature shall be permitted to be left in the front yard or front porch of any Lot nor shall said items be visible from any street. Provided, however, that BBQ grills and bicycles may be stored on back porches. Clothes which are hung outside to dry must be in the rear of the Townhouse Units only. All garbage cans must remain out of view from the street so as not to destroy the attractiveness and the desirable appearance and character of the Townhouse Units. All garbage must be stored in a container with a tight fitting lid. Brush and leaves may be piled along the curb for pick-up if the Owner coordinates this pick-up with the City trash pick-up schedule. Brush and leaves should not be left by the curb longer than ten (10) days. In the event that any Owner shall after three (3) days written notice from the Developer fail to remove any of the above-described items from the front yard or front porch, then the Owner of the Lot violating this provision shall be liable to the Association for liquidated damages at the rate of Twenty- Five Dollars (\$25.00) per day until said items are removed and to payment of court costs and attorneys' fees as may be incurred.

10. Any and all vegetable gardens cultivated by the Owner of any Lot must be small and located in the back yard. Flowers, herbs and grasses are permissible in the front yard.

11. The area in the front, back, and side yards to the curb of all Lots are the responsibility of the Homeowners' Association in order to maintain a neat and orderly appearance.

12. Any sign used as an entrance sign or otherwise identifying the development must be approved in writing by the Developer.

13. Changes to the paint color of the exterior of a Unit shall require the prior approval of the Developer.

14. All dogs must be kept in accordance with applicable local and state laws and ordinances. All animal waste must be picked up from the Lots and common areas, and disposed of properly.

(c) Prohibition of Commercial Use, or Nuisance. All uses shall be governed by the Regulation Plan attached as Exhibit "B". No nuisance shall be permitted or maintained upon any of the Lots. No livestock or fowl shall be kept or allowed to be or remain on any Lot, although ordinary household pets may be kept by the Owners of the Lots. Domestic pets are restricted to no more than three animals per unit. Owners may have a maximum of two dogs and/or one cat only. No other animals are allowed. All animals kept on the premises must weigh at or below forty (40) pounds. No wild animals may be kept on the premises. For purposes of these restrictions, snakes are considered wild animals.

(d) Easements. Developer reserves for itself, its successors and assigns, the Association and the Lot Owners permanent easements as follows:

1. Utility Easements.

(A) The permanent and perpetual use under, along and over those areas shown on the Plat for the installation and maintenance of utility lines, telephone cables, water lines, sewer and drain pipes, gas lines, and other such facilities provided to a Townhouse Unit, including the replacement and/or maintenance of said facilities.

(B) The permanent and perpetual right of reasonable access over, on, under, through and adjacent to the Lots and all Buildings and structures located thereon to access utility lines, telephone cables, water lines, sewer and drain pipes and other such facilities for the purpose of installing, maintaining, repairing and replacing such lines, cables, pipes and other such facilities serving any or all of the Lots and buildings located thereon.

2. 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 times hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the Townhouse Unit, 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 Unit as a townhouse dwelling, including but not limited to vehicular and pedestrian ingress and egress but for no other purposes. The Association is responsible for the maintenance of the driveway and the common rear fence of the Lots. The Association is also responsible for the maintenance of the grass and landscaping on the Lots as provided in Article II (b) 6 above.

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 anyone claiming under it as owner or occupants thereof the Association, as well as on all Owners.

3. Stormwater Easement. The Developer, the City of Chattanooga, the Association and other Owners shall have an easement on all Lots for stormwater retention as may be required by the Developer or the City of Chattanooga from time to time. The stormwater easement is currently the same easement as the utility and ingress and egress easement. The Homeowners' Association shall be responsible for stormwater area maintenance and shall regularly clean and maintain the water quality systems.

(e) Sanitation. Before any Townhouse Unit shall be occupied, the Unit shall be connected to a public sewer.

(f) Right to Abate Violations. If any Owner at any time violates or attempts to violate any of the covenants, conditions, restrictions, agreements, reservations or easements herein provided, the Developer, the Association or any other Owner of a Lot may prosecute any proceedings at law or in equity against the Owner or Owners violating or attempting to violate and to prevent them from so doing or to recover damages for such violations or to obtain specific performance of these covenants.

(g) 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 GARLAND ESTATES, 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 organizations 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 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 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.

(h) Signs on Lots. No sign of any kind shall be displayed to the public view on any Lot except any signs used to advertise the property during the construction or a sales period. If the Developer approves a yard sale, bake sale or other special event pursuant to Article 11(c) hereof, temporary signs may be posted provided these signs are removed within 24 hours after the event.

(i) Amendments and Duration. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of twenty (20) years from the date this Declaration is recorded, after which time *they* shall be automatically extended for successive periods of ten (10) years unless seventy-five percent (75%) of the Lot Owners record an instrument in the office of the Register of Deeds of Hamilton County, Tennessee terminating this Declaration not less than ninety (90) days prior to the expiration of the initial term or any renewal term.

(j) Building Codes. The Property shall not be used or altered in any way that would constitute a violation of the building code or other ordinances of the City of Chattanooga.

(k) Occupancy. For the duration of these Restrictive Covenants, the maximum number of persons who may occupy any Townhouse Unit at GARLAND ESTATES shall be based on the number of bedrooms contained in such residence, shall not be in violation of any governmental ordinances, fire codes, or state laws, and shall be as follows:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>
2	4

Further, it is desirable that the above ratios be maintained for the Townhouse Units, and, to that end, any extension of the nuclear single family will not be permitted by inclusion of in laws or other than the owners and children of owners where such inclusion will exceed the above ratios.

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

(a) Repairs, Etc.

1. Damage which occurs to a Unit or 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 Lot Owner fails to make such repairs or reconstruction promptly, the Developer reserves the right to make such repairs and to assess the Lot Owner therefor, plus fifteen percent (15%) of all sums expended in repair or reconstruction as a fee for the Developer's services. Should said Lot Owner fail to promptly pay said assessment to the Developer, the Developer may elect to exercise any remedy contained in Article V hereof

2. Each Lot Owner shall be solely responsible for the maintenance and upkeep of his Lot and all Buildings and other structures thereon and shall keep the same in good order and repair with no peeling paint at all times.

3. Neither the Developer nor the Association shall have any obligation for the maintenance, repair or reconstruction of any Unit or Lot.

(b) Utilities. Each Lot Owner shall be required to have all utilities serving said Lot separately metered,

(c) Insurance. Each Lot Owner shall secure insurance on his or her unit in amounts such Lot Owner deems appropriate but not less than the minimum replacement value.

ARTICLE IV
USE RESTRICTIONS

No use or practice shall be permitted on the Lot or in the Units which is the source of annoyance to Owners or tenants, or which interferes with the peaceful possession and the proper use of the Units by its residents. All parts of the Townhouse Units 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 Unit or improvements thereon or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of any improvements on a Unit shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

ARTICLE V
COMPLIANCE. DEFAULT AND REMEDIES

(a) 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 V.

(b) Each Lot Owner shall be liable for 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.

(c) 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 an 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 judgment 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 interest thereon at the maximum interest rate allowed by Tennessee Law, until paid shall be charged to and assessed against such defaulting Lot Owner, and the Developer shall have a

lien for all of 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, that such lien shall be subordinate to the lien of a recorded first mortgage or deed to secure debt 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.

(d) 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:

1. 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,

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

ARTICLE VI TRANSFER OF A LOT

(a) Transfers. Any Lot Owner may sell, give, devise, lease or otherwise transfer his Lot, or any interest therein, to any party. The Lot shall remain *subject* to this Declaration.

ARTICLE VII 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 amendment must be approved in writing suitable for recording by the owners of 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 Lot 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) For a period of Five (5) years from the date this Declaration is recorded, the consent of the Developer is also required to amend this Declaration.

ARTICLE VIII
NON-LIABILITY OF THE DEVELOPER

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

(b) The Developer shall not be liable to any Lot Owner for the acts or omissions of any other Lot Owner or any third party.

(c) **IF NOTWITHSTANDING THE PROVISIONS OF PARAGRAPHS (a) AND (b) 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 DEVELOPER'S 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 GARLAND ESTATES DEVELOPMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL PROFIT RECEIVED BY THE DEVELOPER FROM THE SALE OF THE UNIT OWNED BY THE LOT OWNER, OR THE TOTAL AMOUNT OF \$25,000.00, WHICHEVER IS GREATER. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY, CLAIM OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.**

ARTICLE XIV
RELEASE OF ARCHITECT

(a) **Map Engineers, LLC**, a Tennessee professional limited liability company, ("Architect") has served as architect for the Project. Each Owner by acceptance of the deed to the Unit, agrees to look solely to the Developer for satisfaction of any claims. Each Owner hereby releases the Architect from any and all liability in connection with the GARLAND ESTATES.

(b) **IF NOTWITHSTANDING THE PROVISIONS OF PARAGRAPH (a) ABOVE, THE ARCHITECT IS FOUND TO BE LIABLE TO ANY OWNER, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION OR ANY AGREEMENT WITH AN OWNER, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ARCHITECT AND THE ARCHITECT'S OFFICERS, MEMBERS AND EMPLOYEES, AND ANY OF THEM TO THE OWNER AND ANYONE CLAIMING BY OR THROUGH THE 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 GARLAND ESTATES DEVELOPMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL AMOUNT OF \$25,000.00. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY, CLAIM OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

ARTICLE X
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

ARTICLE XI
TRANSFER OF DEVELOPER RIGHTS TO ASSOCIATION

At such time as the Developer no longer has any Lot subject to this Declaration, or at such earlier time a Developer transfers its rights by an instrument in writing, 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 Article VII(e) relating to consent to amendments which approval right shall remain with Developer for the duration specified therein.

ARTICLE XII
ASSOCIATION

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. 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.

ARTICLE XIII
ASSESSMENTS

(a) 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 annual assessments and 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 all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to 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 purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots.

(b) Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, to enforce the provisions of the Declaration, to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the easements and other areas for which the Association is responsible.

(c) Amount of Quarterly Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described herein and in the Bylaws, the amount of the quarterly assessments shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five percent (75%) of the Members who are in attendance or represented by proxy at the annual or any special meeting of the Association vote to increase or decrease the said annual assessment set by the Board. In addition to the Quarterly Assessment, new Members shall pay a one-time \$200.00 assessment to the Homeowners Association. Quarterly Assessments are due by the 5th day of January, April, July, and October respectively. If a Lot is sold midway through a quarter, then the assessment for that quarter shall be prorated.

(d) Special Assessments for Improvements and Additions. In addition to the annual assessments, the 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 capital improvement upon the easements and other areas for which the Association is responsible, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of sixty-six and two-thirds percent (66 2/3%) 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 be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

(e) 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 rights hereunder 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:

1. The grantee of an easement hereunder.
2. All properties dedicated and accepted by a local public authority and devoted to public use.
3. Developer-owned Lots.

(f) Date of Commencement of Quarterly Assessment.

1. The quarterly assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Developer to be the date of commencement.

2. The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year; however, the Board may authorize payment in three (3) equal monthly payments.

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

4. The initial Quarterly Assessments shall be for \$180.00 paid quarterly, or at such amount as the Developer shall designate, from time to time.

(g) Lien. Recognizing that the necessity for providing proper operation and management of the Association entails the continuing payment of costs and expenses therefore, 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 that 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.

(h) 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 such purchase or mortgage shall be applied by the lessee, purchaser or Mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before payment of any rent, proceeds of purchase 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 assessments 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 the grantor(s) the amounts paid by the grantee(s) therefor.

ARTICLE XIV REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES

(a) 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.

(b) 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 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 and 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
AMENDMENT

Until all Units have been sold, Developer has the right to change and/or amend any of the provisions contained in these restrictive covenants. Any such amendment or change shall be in writing and recorded with the Hamilton County Register's Office.

IN WITNESS WHEREOF, _____ has caused this Declaration to be executed this the 11th day of Sept., 2018.

By:  9/11/18

By: _____

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

My Commission Expires:

Notary Public

EXHIBIT A

DESIGN PRINCIPLES

The overriding principle is any change to the exterior of the Unit must be compatible with and enhance rather than detract from the appearance or the value of the whole development.

The Developer has endeavored to build a harmonious living environment in seven Townhouses whose properties extend from the GARLAND ESTATES property line to the rear property line to the South. The Developer encourages individuals to improve their property to suit their lifestyle. The construction of new structures, *such as a storage room* to the rear of the Units are allowed by these covenants, as is. Individual expression of the Owners through landscaping, painting and incidental additions such as window boxes are allowed. All of these and any other alterations to the Units shall be submitted to the Developer for design review to insure compatibility with the Development. The minimum requirements for review are Drawings and/or Specifications that set forth in sufficient detail the proposed design and to ascertain the Scope of Work and its impact on the overall development. The Developer will have thirty (30) days to review the design and determine whether to allow the project, reject the project, or suggest modifications to be made and review the design changes for approval or to reject the project. The decision of the Developer shall be final and binding.

In summation, the Developer does not wish to prescribe designs, materials, methods or programs in these guidelines as it may limit sincere creative endeavor and material improvements to the overall development. However, the Developer retains the authority to reject any alteration proposal it deems inappropriate for any reason the Developer formulates.

EXHIBIT B

REGULATION PLAN

The uses for the GARLAND ESTATES Townhouse development shall be single family residential. Home Occupations, as that term is defined from time to time in the City of Chattanooga zoning ordinance, are permitted.

EXHIBIT C
Initial Text of Bylaws of GARLAND ESTATES

Homeowners' Association, Inc.

BYLAWS FOR
GARLAND ESTATES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME

The following provisions shall constitute the Bylaws of GARLAND ESTATES HOMEOWNERS' ASSOCIATION, INC. (the "Bylaws"), a nonprofit corporation (the "Association") which shall, along with the provisions of the Charter of the Association (the "Charter"), the Declaration of Covenants, Restrictions and Easements for GARLAND ESTATES, as may be amended from time to time (the "Declaration") and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of GARLAND ESTATES, a residential development (the "Development"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

ARTICLE II
OFFICES

The principal office of the Association shall be located at:
Ajit C. Desai and spouse, Bharati A. Desai
910 Mockingbird Drive
Chattanooga, Tennessee 37412

or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III
PURPOSES

The purposes of this Association shall be to provide for the establishment of a residents' association for the government of the Development in the manner provided by the Charter, the Declaration and these Bylaws. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter, the Declaration, or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986, as amended, and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All

present or future owners or tenants, or their employees, or any other person who might use the facilities in the Development in any manner, shall be subject to the covenants, provisions and regulations contained in the Declaration and these Bylaws, as amended, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

ARTICLE IV ASSOCIATION

4.01 Membership The Developer and every person or entity who is a record Member of a fee simple interest or an undivided fee simple interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Member upon the conveyance of any Lot and recording of the deed of conveyance in the Register's Office of Hamilton County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 Voting Rights.

(a) Except as hereinafter provided in Section 4.02(b), Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, each co-owner will be entitled to a fractional vote equal to his fraction of ownership.

(b) The Developer shall be entitled to three (3) votes for each Lot owned by the Developer.

ARTICLE V THE BOARD OF DIRECTORS

5.01 Board of Directors. Subject to Section 5.02 of this Article hereinbelow, the administration of the Development on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of three (3) natural persons of legal age, each of whom, at all times during membership on the Board, shall be a Member, a member of the household of a Member, or the nominee of an entity, other than a natural person, which is a Member.

5.02 Developer Performs Functions. The rights, duties and functions of the Board shall be solely exercised by Developer until such time as the Developer has less than one (1) Lot subject to this Declaration) or January 1, 2019, whichever shall first occur. The Developer may,

in its sole discretion, designate up to three individuals to serve on the *Board on* behalf of the Developer during the period that the Developer is performing the functions of the Board. Such individuals designated by the Developer need not be Members, and may be removed and replaced by the Developer at will. Upon the first to occur of the events set forth above, the Developer shall call a special meeting of Members to elect Directors to succeed to the positions held by individuals designated by the Developer. Notwithstanding the foregoing, the Developer may at any time prior to the occurrence of the events set forth above release its right to designate one or more of the individuals to serve on the Board by calling a special meeting of Members to elect Directors to succeed to such position or positions and thereafter the Members other than the Developer shall be entitled to elect the individual to fill such position or positions of the Board.

5.03 Election. At each annual meeting, subject to the provisions of Section 5.02 hereof, the Association shall elect those members off the Board as required under Section 5.01; provided, however, the members of the Board elected to succeed the Developer shall be elected at a special meeting duly and specifically called for that purpose by the Developer. The Board elected at that special meeting shall serve until the next annual meeting of the Association held thereafter.

5.04 Term. The members of the Board shall serve until the next annual meeting of the Association and until their respective successors are duly elected and qualified, or until their death, resignation or removal.

5.05 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President or the remaining Board members. Any member of the Board may be removed from membership on the Board by the approval of a majority of the votes of those Members of the Association who are in attendance or represented at any special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a Board member, the disability of a Board member which, in the opinion of a majority of the members of the Board, renders such Board member incapable of performing Board duties, or in the event a Board member shall cease to be a Member. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

5.06 Compensation. The members of the Board shall receive no compensation for their services unless expressly authorized for by the Members of the Association, but they shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.07 Powers and Authority of the Board. The Board, for the benefit of the Members of the Association, shall enforce the provisions of the Declaration, these Bylaws, and any rules and regulations made pursuant hereto. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

A. The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

B. Legal and accounting services necessary or advisable in the enforcement of this Declaration, these Bylaws, and any rules and regulations made pursuant hereto.

C. Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

D. Painting, maintenance, repair, replacement and landscaping of the driveway casements, the utility easements and common area utilities, the stormwater casements and detention areas, along with any other common area maintenance that they may determine to be necessary for the benefit of the Subdivision and/or its members.

E. Any other materials, supplies, labor, services, maintenance, repairs, alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any rules or regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the enforcement of the Declaration, these Bylaws, or any rules and regulations made pursuant hereto.

The Board shall have the exclusive right to contract for all goods, services, including security personnel, security lighting, fencing and/or gating, and insurance, payment for which is to be made a Common Expense.

5.08 Additional Powers of the Board. The Board shall be deemed the agents of the Members and as such shall collect, conserve, allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and any rules and regulations made pursuant hereto.

5.09 Meetings of the Board. Meetings of the Board shall be held at such places within or without the State of Tennessee, as the Board shall determine. Two (2) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.04 hercof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

5.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two (2) Board members

5.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.12 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.13 Notice of Election. After the election of the Board to succeed the first Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.14 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

5.15 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations respecting the use and maintenance of the driveway easements, the utility easements, the stormwater easements and the common garbage holding enclosure.. Copies of the Rules and Regulations shall be furnished to each Member prior to the time the same shall become effective.

5.16 Failure to Insist on Strict Performance Not Waiver . The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these By-Laws, or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI
THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

6.01 Quorum. The presence in person or by proxy at any meeting of the Association of at least fifty percent (50%) of the votes entitled to be cast by the Members and Developer shall

constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of Members entitled to cast a majority of the votes which are represented at such meeting.

6.02 Annual Meeting. There shall be an annual meeting of the Association on the first Tuesday of February at such reasonable place and time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Members: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Member; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Member. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Members who were not present at the annual meeting if not previously provided. The Developer, or its successors or assigns, shall have the right to approve or disapprove the budget for the coming year for a period of five (5) years after the date on which the first Board is elected to succeed the Developer pursuant to Section 5.02 hereof.

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Members, or for any other reasonable purpose. Special meetings may be called by a majority of the Board, or by at least twenty percent (20%) of the Members by written notice, delivered to all Members not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

6.04 Officers. The officers of the Association shall be a President, Secretary, and Treasurer. The Developer may, in its sole discretion, designate individuals to fill these positions during the period that the Developer is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Developer need not be Members, and may be removed and replaced by the Developer at will. The Developer shall determine the scope of the authority of each such designated officer.

Once the Developer has turned over authority to a successor Board pursuant to Section 5.02 hereof, the following provisions shall become applicable. Each officer shall be required to be a Member, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be a Member, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

A. President. The President shall be the executive officer of the Association and he shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

B. Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

C. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

ARTICLE VII LIABILITY AND INDEMNIFICATION

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to any Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to any Member or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Development, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such

person may be entitled as a matter of law or agreement or by vote of the Association or the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proven, be borne by all Members as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Members, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Members at their expense.

ARTICLE VIII GENERAL PROVISIONS

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by Developer prior to the election of the first Board to succeed the Developer pursuant to Section 5.02 hereof, and thereafter by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented at a meeting duly called *for* that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Tennessee. At any such meeting the Developer shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, any amendment shall not be required to be recorded with the Register's office but must be kept on file with Developer or the Secretary and available to all Members upon written request.

8.03 Notices. Any notice required to be sent to any Member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when

mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

8.04 Conflict. In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

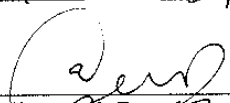
8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their heirs, successors and assigns.

8.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The undersigned as the Developer hereby adopts the foregoing Bylaws of the Association, this 9th day of Sept, 2018.

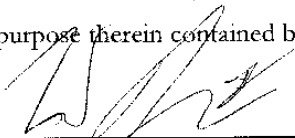
By: 
Ajit Desai, Developer

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this the 11th day of September, 2018, before me personally appeared Ajit Desai, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Developer of Garland Estates Subdivision, and that he as such Developer executed the foregoing instrument for the purpose therein contained by signing his name.

01/1/2021
My Commission Expires:


Notary Public



000988936

**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 000988936

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Garland Estates Homeowners Association, Inc.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

BHARATI A. DESAI
910 MOCKINGBIRD DR
CHATTANOOGA, TN 37412-4134
HAMILTON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.

This corporation is a religious corporation / not a religious corporation.

This corporation will have members / not have members.

9. The complete address of its principal office is:

910 MOCKINGBIRD DR
CHATTANOOGA, TN 37412-4134
HAMILTON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0605-2217 10/08/2018 1:18 PM Received by Tennessee Secretary of State Tre Hargett



**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 000988936

The name of the corporation is: Garland Estates Homeowners Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
910 MOCKINGBIRD DR
CHATTANOOGA, TN 37412-4134

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	William R Rogers	2622 BROAD STREET	CHATTANOOGA, TN 37408

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic Signature	William R Rogers Printed Name	Incorporator Title/Signer's Capacity	Oct 8, 2018 1:18PM Date
-------------------------	----------------------------------	---	----------------------------

B0605-2218 10/08/2018 1:18 PM Received by Tennessee Secretary of State Tre Hargett



Federal Emergency Management Agency

Washington, D.C. 20472

February 26, 2018

THE HONORABLE BRENT LAMBERT
MAYOR, CITY OF EAST RIDGE
1517 TOMBRAS AVENUE

EAST RIDGE, TN 37412

CASE NO.: 18-04-2230A

COMMUNITY: CITY OF EAST RIDGE, HAMILTON
COUNTY, TENNESSEE

COMMUNITY NO.: 475424

DEAR MR. LAMBERT:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Letter of Map Revision based on Fill (LOMR-F) Determination Document. This determination document provides additional information regarding the effective NFIP map, the legal description of the property and our determination.

Additional documents are enclosed which provide information regarding the subject property and LOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

LOMR-F DETERMINATION DOCUMENT (REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region
Mr. Derek Blackwood



Federal Emergency Management Agency

Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING LETTERS OF MAP REVISION BASED ON FILL

When making determinations on requests for Letters of Map Revision based on the placement of fill (LOMR-Fs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination. Requesters should be aware that flood conditions may change or new information may be generated that would supersede FEMA's determination. In such cases, the community will be informed by letter.

Requesters also should be aware that removal of a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is not subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This does not mean the property is not subject to other flood hazards. The property could be inundated by a flood with a magnitude greater than the base flood or by localized flooding not shown on the effective National Flood Insurance Program (NFIP) map.

The effect of a LOMR-F is it removes the Federal requirement for the lender to require flood insurance coverage for the property described. The LOMR-F *is not* a waiver of the condition that the property owner maintain flood insurance coverage for the property. *Only* the lender can waive the flood insurance purchase requirement because the lender imposed the requirement. *The property owner must request and receive a written waiver from the lender before canceling the policy.* The lender may determine, on its own as a business decision, that it wishes to continue the flood insurance requirement to protect its financial risk on the loan.

The LOMR-F provides FEMA's comment on the mandatory flood insurance requirements of the NFIP as they apply to a particular property. A LOMR-F is not a building permit, nor should it be construed as such. Any development, new construction, or substantial improvement of a property impacted by a LOMR-F must comply with all applicable State and local criteria and other Federal criteria.

If a lender releases a property owner from the flood insurance requirement, and the property owner decides to cancel the policy and seek a refund, the NFIP will refund the premium paid for the current policy year, provided that no claim is pending or has been paid on the policy during the current policy year. The property owner must provide a written waiver of the insurance requirement from the lender to the property insurance agent or company servicing his or her policy. The agent or company will then process the refund request.

Even though structures are not located in an SFHA, as mentioned above, they could be flooded by a flooding event with a greater magnitude than the base flood. In fact, more than 25 percent of all claims paid by the NFIP are for policies for structures located outside the SFHA in Zones B, C, X (shaded), or X (unshaded). More than one-fourth of all policies purchased under the NFIP protect structures located in these zones. The risk to structures located outside SFHAs is just not as great as the risk to structures located in SFHAs. Finally, approximately 90 percent of all federally declared disasters are caused by flooding, and homeowners insurance does not provide financial protection from this flooding. Therefore, FEMA encourages the widest possible coverage under the NFIP.

The NFIP offers two types of flood insurance policies to property owners: the low-cost Preferred Risk Policy (PRP) and the Standard Flood Insurance Policy (SFIP). The PRP is available for 1- to 4-family residential structures located outside the SFHA with little or no loss history. The PRP is available for townhouse/rowhouse-type structures, but is not available for other types of condominium units. The SFIP is available for all other structures.

Additional information on the PRP and how a property owner can qualify for this type of policy may be obtained by contacting the Flood Insurance Information Hotline, toll free, at 1-800-427-4661. Before making a final decision about flood insurance coverage, FEMA strongly encourages property owners to discuss their individual flood risk situations and insurance needs with an insurance agent or company.

The revisions made effective by a LOMR-F are made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448) 42 U.S.C. 4001-4128, and 44 CFR Part 65.

In accordance with regulations adopted by the community when it made application to join the NFIP, letters issued to revise an NFIP map must be attached to the community's official record copy of the map. That map is available for public inspection at the community's official map repository. Therefore, FEMA sends copies of all such letters to the affected community's official map repository.

To ensure continued eligibility to participate in the NFIP, the community must enforce its floodplain management regulations using, at a minimum, the flood elevations and zone designations shown on the NFIP map, including the revisions made effective by LOMR-Fs. LOMR-Fs are based on minimum criteria established by the NFIP. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the SFHA. If the State, county, or community has adopted more restrictive and comprehensive floodplain management criteria, these criteria take precedence over the minimum Federal criteria.

FEMA does not print and distribute LOMR-Fs to primary map users, such as local insurance agents and mortgage lenders; therefore, the community serves as the repository for LOMR-Fs. FEMA encourages communities to disseminate LOMR-Fs so that interested persons, such as property owners, insurance agents, and mortgage lenders, may benefit from the information. FEMA also encourages communities to prepare articles for publication in the local newspaper that describe the changes made and the assistance community officials will provide in serving as a clearinghouse for LOMR-Fs and interpreting NFIP maps.

When a restudy is undertaken, or when a sufficient number of revisions occur on particular map panels, FEMA initiates the printing and distribution process for the panels and incorporates the changes made effective by LOMR-Fs. FEMA notifies community officials in writing when affected map panels are being physically revised and distributed. If the results of particular LOMR-Fs cannot be reflected on the new map panels because of scale limitations, FEMA notifies the community in writing and revalidates the LOMR-Fs in that letter. LOMR-Fs revalidated in this way usually will become effective 1 day after the effective date of the revised map.



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF EAST RIDGE, HAMILTON COUNTY, TENNESSEE	A parcel of land, as described in the Warranty Deed recorded as Instrument No. 2013040300011, in Book 9914, Pages 462, 463, and 464, in the Office of the Register of Deeds, Hamilton County, Tennessee (APN: 170G-A-011) The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 475424	
AFFECTED MAP PANEL	NUMBER: 47065C0477G DATE: 2/3/2016	
FLOODING SOURCE: WEST CHICKAMAUGA CREEK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 34.992205, -85.192134 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
--	--	--	615 Frawley Road	Portion of Property	X (shaded)	--	--	678.0 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION
PORTIONS REMAIN IN THE FLOODWAY
FILL RECOMMENDATION

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

BEGINNING AT AN IRON PIN ON THE WESTERN RIGHT-OF-WAY LINE OF FRAWLEY ROAD SAID POINT BEING 621' MORE OR LESS FROM IT'S INTERSECTION WITH THE RIGHT-OF-WAY OF VILLAGE LAKE CIRCLE; THENCE N 76°15'31" W A DISTANCE OF 226.93' TO THE POINT OF BEGINING OF THE AREA TO BE REMOVED FROM THE 100 YEAR FLOOD ZONE; THENCE THE FOLLOWING COURSES AND DISTANCE: N 71°08'49" E A DISTANCE OF 96.72'; THENCE N 59°42'00" E A DISTANCE OF 76.23'; THENCE N 43°43'03" E A DISTANCE OF 92.40'; THENCE N 89°37'29" W A DISTANCE OF 36.37'; THENCE S 89°04'31" W A DISTANCE OF 43.33'; THENCE N 60°27'19" W A DISTANCE OF 18.36'; THENCE N 26°53'46" W A DISTANCE OF 44.79'; THENCE N 03°52'47" E A DISTANCE OF 21.96'; THENCE N 22°03'26" E A DISTANCE OF 14.59'; THENCE N 64°59'44" W A DISTANCE OF 38.30'; THENCE N 70°30'33" W A DISTANCE OF 27.38'; THENCE N 77°24'01" W A DISTANCE OF 70.76'; THENCE N 74°47'04" W A DISTANCE OF 68.63'; THENCE S 83°34'15" W A DISTANCE OF 47.03'; THENCE S 65°11'06" W A DISTANCE OF 56.44'; THENCE S 85°55'56" W A DISTANCE OF 20.20'; THENCE S 75°17'39" W A DISTANCE OF 34.31'; THENCE S 55°23'41" W A DISTANCE OF 39.87'; THENCE S 62°44'09" E A DISTANCE OF 6.57'; THENCE S 07°11'48" W A DISTANCE OF 27.01'; THENCE N 66°17'23" W A DISTANCE OF 23.05'; THENCE S 23°28'09" W A DISTANCE OF 48.62'; THENCE S 47°41'12" W A DISTANCE OF 10.10'; THENCE S 12°54'51" W A DISTANCE OF 15.94'; THENCE S 22°42'07" E A DISTANCE OF 13.51'; THENCE S 61°51'13" E A DISTANCE OF 53.85'; THENCE S 74°19'40" E A DISTANCE OF 74.75'; THENCE S 76°01'55" E A DISTANCE OF 88.89'; THENCE S 38°18'45" E A DISTANCE OF 33.31'; THENCE N 81°57'07" W A DISTANCE OF 34.80'; THENCE S 76°15'31" E A DISTANCE OF 123.09'; WHICH IS THE POINT OF BEGINNING.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

A handwritten signature in black ink, appearing to read "Luis V. Rodriguez".

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

PORTIONS OF THE PROPERTY REMAIN IN THE FLOODWAY (This Additional Consideration applies to the preceding 1 Property.)

A portion of this property is located within the Special Flood Hazard Area and the National Flood Insurance Program (NFIP) regulatory floodway for the flooding source indicated on the Determination/Comment Document while the subject of this determination is not. The NFIP regulatory floodway is the area that must remain unobstructed in order to prevent unacceptable increases in base flood elevations. Therefore, no construction may take place in an NFIP regulatory floodway that may cause an increase in the base flood elevation, and any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. The NFIP regulatory floodway is provided to the community as a tool to regulate floodplain development. Modifications to the NFIP regulatory floodway must be accepted by both the Federal Emergency Management Agency (FEMA) and the community involved. Appropriate community actions are defined in Paragraph 60.3(d) of the NFIP regulations. Any proposed revision to the NFIP regulatory floodway must be submitted to FEMA by community officials. The community should contact either the Regional Director (for those communities in Regions I-IV, and VI-X), or the Regional Engineer (for those communities in Region V) for guidance on the data which must be submitted for a revision to the NFIP regulatory floodway. Contact information for each regional office can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/about/regoff.htm>.

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

A handwritten signature in blue ink, appearing to read "Luis V. Rodriguez".

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

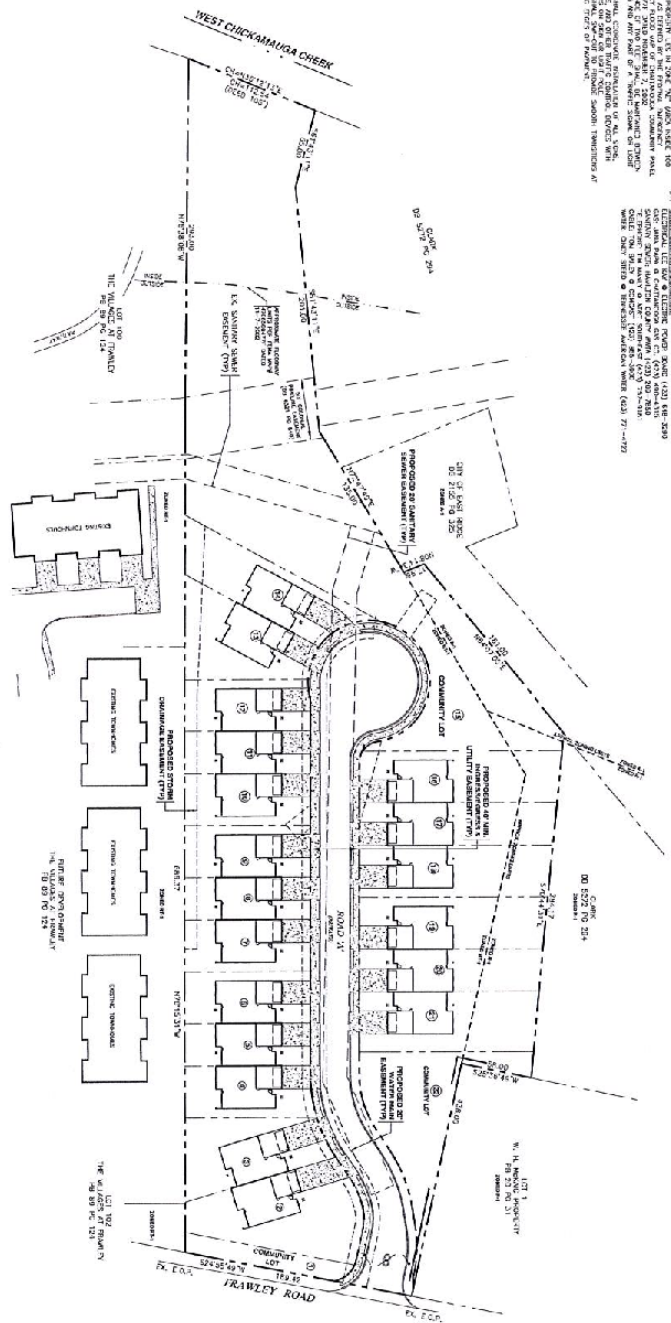


Know what's below.
Call before you dig.

Master Site Plan

SCALE: 1" = 40'

CONTRACT 225 MAP ENGINEERS, LLC



- GENERAL NOTES:**
1. ALL UTILITIES LOCATED TO BE IN PLACE SHALL BE MAINTAINED BY THE PROPERTY OWNER.
 2. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED ON THE SITE.
 3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED ON THE SITE.
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 14. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES LOCATED ON THE SITE.

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SITE ANALYSIS

DATE OF ANALYSIS	12/15/2023
ANALYST	MAP ENGINEERS, LLC
PROJECT NAME	GARLAND ESTATES
PROJECT ADDRESS	910 MOCKINGBIRD DRIVE, CHATTANOOGA, TN 37412
PROJECT NUMBER	225
PROJECT PHASE	CONTRACT 225
PROJECT STATUS	IN PROGRESS
PROJECT OWNER	BHARATI DESAI
PROJECT CONTACT	910 MOCKINGBIRD DRIVE, CHATTANOOGA, TN 37412
PROJECT PHONE	423-266-1111
PROJECT FAX	423-266-1112
PROJECT EMAIL	info@mapengineers.com
PROJECT WEBSITE	www.mapengineers.com



MASTER SITE PLAN

DATE	12/15/2023
SCALE	1" = 40'
PROJECT NAME	GARLAND ESTATES
PROJECT ADDRESS	910 MOCKINGBIRD DRIVE, CHATTANOOGA, TN 37412
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GARLAND ESTATES

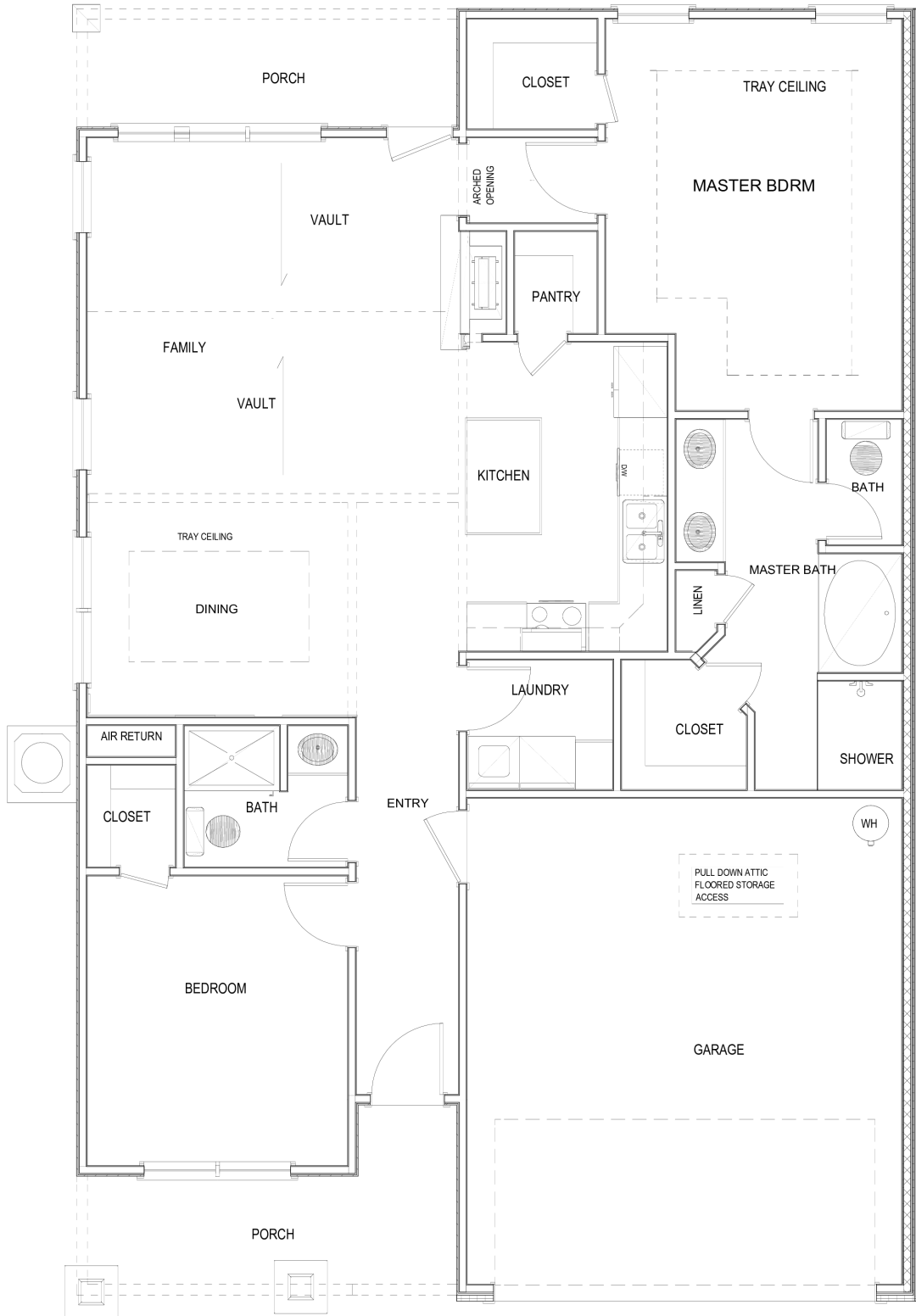
FOR:
BHARATI DESAI
910 MOCKINGBIRD DRIVE
CHATTANOOGA, TN 37412

MAP ENGINEERS L.L.C.

11818 W. WOODBRIDGE DRIVE
CHATTANOOGA, TN 37412
423-266-1111
www.mapengineers.com

GRAPHIC SCALE
0' 10' 20' 30' 40'





LIVING AREA
1340 SQ. FT

ACTUAL UNIT MAY DIFFER SLIGHTLY FROM ABOVE RENDERING