Book/Page: GI 10921 / 564
Instrument: 2016120500125
30 Page RESTRICTIONS
Recorded by KST on 12/5/2016 at 11:11 AM
MISC RECORDING FEE 150.00
DATA PROCESSING FEE 2.00
TOTAL FEES $152.00
State of Tennessee Hamilton County Register of Deeds PAM HURST

This instrument prepared by and return to:
The Scearce Law Firm, P.C.
412 Georgia Avenue, Suite 102
Chattanooga, TN 37402

NORTHSHORE HEIGHTS

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Recitals

This Declaration is made by Dartmouth Properties, LLC and Greentech Homes, LLC (collectively referred to as "Developer" or "Declarant"), as the owners of certain real property located in Chattanooga, Hamilton County, Tennessee, more particularly being described as set forth in Exhibit C, (sometimes referred to as "Northshore Heights" or the "Property"). Developer submits this instrument for the purposes contained herein.

Declaration

WHEREAS, Developer declares that single family detached homes shall be constructed on the Property 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 Northshore Heights 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.

1200

WHEREAS, all of said restrictions, easements, covenants, 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.

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in the Development, to create an entity to which may be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer has caused or may cause to be incorporated under the laws of the State of Tennessee, Northshore Heights Homeowners Association, a Tennessee non-profit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter

ARTICLE I

DEFINITIONS

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

"ASSOCIATION" shall mean and refer to Northshore Heights Homeowners Association, Inc. A Tennessee nonprofit corporation.

"BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the governing body of the Association.

"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,

"BUILDING" shall mean and refer to any house or structure which is part of the Improvements on the real property.

"COMMON PROPERTIES" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Developer or Association and designated in said deed or lease as "Common Properties". The term "Common Properties" shall also include any personal property acquired by the Developer or Association if said property is designated as a "Common Property". All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Developer or Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Developer or Association; provided, however, that any lands which are leased by the Developer or Association for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. The Common Properties may include but not be limited to street lights, entrance and street signs, pool, poolhouse, parks, ponds, medians in roadways, maintenance easement areas, landscaping easement areas, and walkways.

DECLARATION" shall mean and refer to this Declaration as the same may be amended, changed or modified from time to time.

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.

"DWELLING UNIT" shall mean any house, home or other structure designed and intended to be used as a residence by any Owner of a Lot.

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

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

"MORTGAGE" shall mean and refer to any security instrument encumbering any Lot in Northshore Heights. As used herein the term "Mortgage" shall include a Deed of Trust.

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

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

"PROPERTY" shall mean that certain real property located in Hamilton County, in the State of Tennessee and more particularly described in Exhibit A attached hereto and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of carrying out 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 shall be a member of the Association as more particularly set forth in the By-laws of the Association.

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

ARTICLE II

RESTRICTIVE COVENANTS

Developer and/or Owner hereby imposes and charges upon the Property, including all Lots at Northshore Heights, 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 Property. It is expressly stipulated that the Restrictive Covenants and Conditions set forth in this Article II apply solely to the Property, which is intended for use as single-family residential residences only and community amenities. These Restrictive Covenants and Conditions are not intended to apply to any other Property, tracts or parcels of land in the area or vicinity owned by the Developer. Specifically, the Developer, its successors or assigns reserve the right to use or convey such other Lots, tracts and parcels with different restrictions.

2.01 Residential Use.

(a) All of the Lots in the Development shall be, and be known and described as, residential Lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these Covenants and Restrictions and in supplements hereto, or except as provided for in a deed of conveyance from the Developer.

(b) "Residential" refers to a mode of occupancy, as opposed to "business" or "commercial" or "mercantile" activity, and except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.

(c) No Lot may be used as a means of service to business establishments or adjacent property, including, but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless consented to in writing by the Developer or the Board.

2.02 No Multi-Family Residences or Business. No residence shall be designed, patterned, constructed or maintained to serve or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time. Provided, however, that nothing herein contained shall be construed to prohibit the construction of attached single family residences in areas designated by the Developer for such construction. No trade or business may be conducted in or from any Dwelling Unit, except that an Owner or occupant residing in a Dwelling Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms business and trade as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Dwelling Unit shall not be considered a trade or business within the meaning of this section. This section shall not apply to any activity conducted by the Developer with respect to its development and sale of the Property or its use of any Dwelling Units which it owns within the Property. Nothing contained herein shall prohibit the Developer or the Association from permitting, maintaining or operating concessions or vending machines on the Common Properties.

2.03 Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has a minimum square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, garages or basements, of 1800. For the purposes of this Section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the Dwelling Unit, exclusive of porches, decks, garages and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer or the Architectural Review Committee shall be final.

No split foyers shall be allowed.

Restrictions set by the City of Chattanooga or any other governmental body. For purposes of this covenant, steps and open porches or decks shall not be considered as part of the building, provided, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto; provided, however, that for good cause shown, an Owner may petition the Developer or the Architectural Review Committee for a variance from such set-back requirements. Such variances may be granted or rejected by the Developer or the Architectural Review Committee in their sole and absolute discretion.

2.04 Rearrangement of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Board of Directors, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon; however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. Except as provided in section 3.41 hereof, Lots may not be resubdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

2.05 Temporary Structures. No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any Lot. No house may be moved from another location to any Lot in this Development.

Notwithstanding anything to the contrary in these Restrictions and Covenants, nothing shall prevent the Developer or any builder approved by the Developer from constructing a house for use as a model home that may contain office-type furniture and be used for

conducting the business of either selling that house or other houses within the Development, nor shall the foregoing or any other section of the Declaration prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other similar structure for use as an office and/or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

2.06 Rainwater Drainage. Catch basins in drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person, other than Developer or the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Developer hereby reserves for itself and the Association a perpetual easement across the property for the purpose of altering drainage and water flow.

2.07 Utility Easement. A permanent and perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. Easements. Developer reserves for itself, its successors and assigns, the Association and the Lot Owners permanent easements as follows:

2.08 Frontal Appearance. The frontal appearance must be in keeping with the overall look that is desired for the development.

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

2.10 Driveways and Sidewalks.

(a) Driveways and sidewalks shall be considered and treated as part of the landscaping. Each Dwelling Unit constructed upon a Lot must be served by a driveway and by walkways constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. All other hard surface materials must be approved in writing by the Developer or the Architectural Review Committee. Where a Lot borders on more than one street the Lot shall be entered from the secondary street. It shall be obligatory on all Owners of Lots in this subdivision to construct or place any driveways, culverts or other structures, or gradings which are within the limits of any dedicated roadways, in strict accordance with the specifications therefor, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee. Each and every Lot shall have a Forty-Two (42) inch wide sidewalk constructed of concrete and offset from the back of the curb by six to eight feet. This sidewalk must be from Lot line to Lot line of each Lot. Sidewalks shall be completed when house is completed, or within one (1) year from purchase of Lot. Developer or Architectural Review Committee may grant an extension if appropriate in its sole discretion.

(b) No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledge hammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance or law.

(c) 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.

(d) 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 time hereafter, with or without vehicles of any description, for all purposes connected with the use and enjoyment of the Lot, 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 Lot, including but not limited to vehicular and pedestrian ingress and egress but for no other purposes.

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 all Owners.

2.11 Fences. All fences, walls and retainer walls must be approved by the Developer or Architectural Review Committee. A drawing showing location, height, material and any other pertinent information required by the Developers or Architectural Review Committee shall be submitted. No wire or chain link fences are allowed. Vinyl, wrought iron, wood, or aluminum fences may be approved by the Developer or Architectural Review Committee in accordance with Article III of this Declaration. All fences shall be painted or stained. No fence shall be allowed any closer to the street than the rear elevation of the Dwelling Unit. In the case of a corner Lot, no fence shall be allowed closer to the side street than the side elevation facing that street. No fence shall be over six feet in height. Any fence joining Common Properties may be required to be of a specific design.

2.12 Satellite Dishes. No satellite dishes or other such structures shall be allowed on any Lot, except on the roofs provided they do not protrude beyond the parapet wall.

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

2.14. Maintenance. All of the Lots must from the date of purchase from the 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 the Lots for such purposes.

2.15 Ancillary Structures. 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 (other than inside a garage), 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 Owners property.

2.16 Mailboxes. Each and every house shall have the same mailbox and post and such shall be approved by the Developer.

2.17 Offensive Activity. No noxious or offensive activity shall be carried on any Lot, nor shall anything be done thereon that may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development

2.18. Common Properties and Improvements Thereon. The Developer may install initially one or more entrance signs to the Development. The signs shall become part of the Common Properties when the Developer conveys the sign to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the signs. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties when conveyed to the Association and the Association shall then become responsible for maintenance of the landscaped areas. Additionally, the Developer may install a pool, poolhouse, street lights and street signs and certain other improvements which shall likewise become Common Properties when conveyed to the Association. The Developer and the Association may add additional Common Properties from time to time as they see frt. The Common Properties shall remain permanently as open space, except as improved, and there shall be no subdivision of the same, except as otherwise provided herein. Except as permitted by the Developer, no building, structure or facility shall be placed, installed, erected or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The Developer may reserve to itself or its designees the exclusive use of any portion of the Common Properties for the placement and use of a mobile home or similar structure for use as a sales office and as storage areas or construction yards as may be reasonably required, convenient or incidental to the sales of Lots and/or the construction improvements on the Common Properties.

2.19 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats or other household pets is permitted provided, however, that nothing contained herein shall permit the keeping of dogs, cats or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owner shall muzzle any pet which consistently barks. If barking persists the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. Developer or the Board of Directors shall, in their sole discretion, have the authority to determine what constitutes an "unreasonable" number or a "dangerous" pet. No dog pens, kennels or such shall be allowed without the written consent of Developer or the Board. All dogs must be kept in accordance with applicable local and state law and ordinances. All animal waste must be picked up from the Lots and common areas, and disposed of properly.

2.20 Gardens. 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.

2.21 Development Signage Any sign used as an entrance sign or otherwise identifying the development must be approved in writing by the Developer. 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 temporary signs may be posted provided these signs are removed within 24 hours after the event.

2.22 Excavation. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which would materially affect the surface grade of a Lot unless the prior written consent of the Developer or the Architectural Review Committee is obtained.

2.23 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used or placed upon Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

2.24 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economic value of all Lots within the Development, each Owner and Developer (with respect to improved property owned by Developer) shall have the affirmative duty to rebuild, replace, repair or clear and landscape within a reasonable period of time, any building, structure, improvements, and significant vegetation which shall be damaged or destroyed by fire or other casualty. Variations and waivers of this provision may be made only upon Developer or the Board of Directors establishing that the overall purpose of

these Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Board of Directors shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

2.25 Vehicle Parking. Commercial vehicles, vehicles with commercial writing on their exteriors, vehicles primarily used or designated for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats or other watercraft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted, except within enclosed garages. Vehicles of any type must not be parked on the street for a period exceeding twenty four (24) hours. Vehicles of any type also must not be parked on a sidewalk at any time. Notwithstanding the foregoing, service and delivery vehicles may be parked in the driveway of a Lot during daylight hours for such period of time as is reasonably necessary to provide service or make a delivery to a Lot. Any vehicle which is parked in violation of this paragraph may be towed by the Board of Directors at the Owner's expense. This paragraph shall not apply to any commercial vehicles providing service or making deliveries to or on behalf of the Association or Developer or their agents. No more than two vehicles shall be parked in the driveway for a length of time exceeding ten consecutive days without moving.

2.26 Occupancy Before Completion. No building unit shall be occupied until the dwelling house has been completed. The only exception may be considered in the case of landscaping etc., due to inclement weather or other excusable conditions. Any exception shall be approved by the Developer.

2.27 Yards Care and Upkeep. All unimproved Lots (except those owned by the Developer) and all improved Lots must be kept fully seeded with grass (except where other provisions of this Declaration require sodding) and regularly cut. 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 house only. All garbage cans must be stored in the garbage can enclosures and out of view from the street so as not to destroy the attractiveness and the desirable appearance and character of the house. 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 coordinated 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

2.28 Fireplaces. All fireplace inserts must be capped with a shroud at the point where the flue reaches the top of the chimney. The design of and materials for the shroud must be approved inwriting by the Developer or the Architectural Review Committee

2.29 Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. Asbestos shingles are specifically prohibited. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick veneer, stone or other material acceptable to the Developer or the Architectural Review Committee.

2.30 Sodding. Prior to occupancy of a Dwelling Unit, the front and side yards to the rear elevation of the Dwelling Unit must be sodded. Prior occupancy may be approved by the Developer or the Architectural Review Committee if weather conditions prohibit sodding. The remainder of the Lot may be seeded and strawed.

2.31 Exterior Finish Materials and Paint.

(a) All exterior finish materials, including without limitation siding, roofing, gutters, windows and doors, and any finish applied to such materials, and including without limitation all paints or stains, mortar or cement, must be approved in writing by the Developer or the Architectural Review Committee.

(b) Exterior paint color and any change to the same shall require the prior approval of the Developer and/or the Architectural Committee.

2.32 Decks. All exterior wood decks and railings on dwelling units whose rear yard adjoins a street or public right of way must be water sealed and/or stained in accordance with the requirements of the Developer or the Architectural Review Committee.

2.33 Swimming Pools. No above ground swimming pools will be permitted. All pools shall be inground and shall be fenced. Design, placement and construction details shall be submitted to Developer or Architectural Review Committee for approval of inground swimming pools. Fencing must also be approved by Developer or the Architectural Review Committee.

2.34 Spas and Hot Tubs. Spas and hot tubs must be submitted for approval by the Developer or Architectural Review Committee and must be screened from any street or adjacent property. If placed on decks, screening shall be placed around decking to conceal any motors, pipes, etc.

2.35 Renting or Leasing. No Dwelling Unit may be rented or leased for a period of time that is less than one (1) year. Every Owner shall cause all occupants of a leased Dwelling Unit to comply with these Covenants and Restrictions and Bylaws. Owner shall be responsible for all violations by such occupants.

2.36 Playground Equipment. No playground equipment, swing sets, basketball backboards, or similar equipment shall be permitted on any Lot without the written approval of the Developer or Architectural Review Committee. All such equipment must be made of wood and blend with the natural surroundings. The Developer or Architectural Review Committee shall in its sole and absolute discretion determine whether or not any applications meet approval, and such approval shall be on a case-by-case basis and the approval of one application shall not be construed as the basis to approve other applications even if they are substantially similar in nature.

2.37 Damaged Structure. Any damaged or destroyed structure shall be promptly repaired or rebuilt to original state. If damage is beyond repair, the owner or insurance company shall make the site safe, and remove all debris and bring the Lot back to the original state at their expense within six (6) months.

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

2.39 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 Northshore Heights , 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 organization 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 any breach 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 the 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.

2.40 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.

2.41 Occupancy. For the duration of these Restrictive Covenants, the Northshore Heights occupancy shall be based on the number of bedrooms contained in such residence and shall be as follows:

Number of bedrooms	Number of persons
1	2
2	4
3	6
4	8

ARTICLE III

ARCHITENTURAL CONTROL

3.01 Architectural and Design Review.

(a) The Developer shall have sole architectural and design review authority for the Development until the Developer has transferred governing authority to the Board in accordance with the Bylaws, provided, however, that prior to calling the meeting of the Association to elect the Board to succeed the Developer as provided in the Bylaws, the Developer may execute a document stating that the Developer reserves unto itself, its successors or assigns, the architectural and design reviewing authority provided in this Article, and stating that said reservation, notice of which is thus provided, shall survive the election of the Board to succeed the Developer. Thereafter, the Developer shall continue to exercise the rights thus reserved to it until such time as it shall execute a document assigning these rights to the Board. Upon such occurrence, the Board shall establish an Architectural Review Committee as soon as is practicable. When such Committee has been established, the Developer shall transfer reviewing authority to it

(b) No Dwelling Unit shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading or other improvement shall be made to any Lot nor shall construction be permitted to commence on any Dwelling Unit, other building, structure, fence, exterior lighting, swimming pools, children's play areas, decorative appurtenances, or structures of any type by an Owner or Builder on any Lot, until said Owner or Builder shall submit and receive approval for a new home application or home modification application including:

(i) A site development plan which in addition to other site plan details shall clearly show the proposed location of the Dwelling Unit on the Lot and the location of

all improvements or proposed improvements on and to the Lot including but not limited to all driveways, sidewalks, parking areas, patios and decks.

(ii) A detailed landscape plan showing the location of all trees with a diameter of five inches or more and indicating which of those trees, if any, are to be removed, and showing the location and type of all plantings proposed to be located on the Lot. All of which shall be in strict compliance with the provisions of this Declaration.

(iii) The proposed building plans and specifications (including height and composition of roof, siding or other exterior materials and finishes) of any improvements proposed to be constructed or located upon any Lot. Said plans and specifications shall be in sufficient detail so as to enable the Developer or the Architectural Review Committee to determine whether or not such improvements conform to the provisions of this Declaration, and whether such improvements are suitable and consistent with the intent of this Declaration. In such cases the determination of the Developer or the Architectural Review Committee shall be final.

The Developer or the Architectural Review Committee shall approve or disapprove in writing such plans and shall establish an appropriate level for the Construction Compliance Escrow Fund prior to the commencement of any construction.

Every application shall be submitted to the Developer or the Architectural Review Committee for approval at least fifteen (15) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the Developer or the Architectural Review Committee shall be subject to prior approval of the Developer or the Architectural Review Committee as provided in the preceding sentence.

The Developer or the Architectural Review Committee shall give written approval or disapproval of the application within fifteen (15) days of submission. However, if written approval or disapproval of the plans is not given within fifteen (15) days of the submission, the plans shall be deemed to have been approved. Developer or Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by the Developer or the Architectural Review Committee.

In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, then said Dwelling Unit shall be conclusively presumed to have had such approval.

(d) The Developer or the Architectural Review Committee shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the Developer or the Architectural Review Committee and shall be set initially at

Two Hundred Fifty and No/100 Dollars ($250.00). Developer or the Architectural Review Committee may in their sole and absolute discretion from time to time adjust or waive this fee.

(e) The architectural and design review shall be directed towards preventing excessive or unsightly grading, indiscriminate clearing of the Property, removal of trees and vegetation which could cause disruption of natural water courses, insuring that the locations and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

3.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictions and Covenants of this Declaration. Approval of the plans and specifications by the Developer or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each Owner shall be individually responsible for the technical aspect of the plans and specifications.

3.02. Licensing. All Builders, contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Tennessee or any other governmental authority having jurisdiction in order to construct a Dwelling Unit on a Lot or to perform services for an Owner.

ARTICLE IV

ASSESSMENTS

4.01 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 or 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 on all the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from the due date to the 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, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner. Neither the liability for assessments, nor the amount of assessments, shall be reduced or avoided due to the fact that all or any portions of the Common Properties or other portions of the property are not completed. If Owner leases a Lot and/or Dwelling Unit, Owner remains primarily liable for the assessments.

4.02 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties and for such other reasons consistent with these provisions, including but not limited to, construction of a clubhouse and/or swimming pool.

4.03 Amount of Annual Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described in the By-Laws, the amount of the annual 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 the Members (as they are defined in the Bylaws). Thereafter the amount of the annual assessments shall be set by the Board of Directors unless seventy-five per cent (75%) of the Members who are in attendance or represented by proxy vote to increase or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

4.04 Special Assessments for Improvements and Additions. In addition to the annual assessments, the Developer or 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 described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of **seventy-five percent (75%)** 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 have been sent to all Members at least **thirty (30)** days in advance setting forth the purpose of the meeting. (This does not apply until transfer from Developer to Board.) At any such meeting, the Developer shall have the number of votes provided in the Bylaws.

4.05 Property Subject to Assessment. Only land within the Property which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

4.06 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 Common Properties 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:

(a) The Grantee of a utility easement.

(b) All properties dedicated and accepted by a local public authority and devoted to public use.

(c) All Common Properties as defined in Article I hereof.

(d) All properties exempted from taxation by the laws of the State of Tennessee upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels or similar classifications of the Owners.

(e) Developer-owned and Builder-owned Lots; provided however, the assessments will be due once Builder has transferred lots to a new Owner or Developer has transferred a lot to an Owner that is not a builder. Notwithstanding the foregoing, Builder will be responsible for assessments twenty-four (24) months from date he/she took title to the Lot.

4.07 Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence on the first day of a month following transfer of title to the Owner from the Developer or Builder. The annual assessment shall be due and payable on the first (1st) day of the year. The amount of the first annual assessment shall be pro-rated at the time of title transfer. If less than six (6) months remain in the calendar year, Owner shall pay at the time of title transfer the pro-rata amount of the remainder of the current year, plus the following year's annual assessment. Thereafter, payment is due annually on the firs (1st) day of each year and shall be considered late and subject to penalty and interest after thirty (30) days

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

4.08 Lien. Recognizing that the necessity for providing proper operation and management of the Property entails the continuing payment of costs and expenses therefor, 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 attorneys 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 the 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.

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

ARTICLE V

RESPONSIBILITIES AND PROCEDURESAS TO PAYMENT FOR REPAIRS, UTILITIES, AND INSURANCE

5.01 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 Developer or Association reserves the right to make such repairs and assess the Lot Owner for the cost of such repairs plus fifteen percent (15%) of all sums expended in repair or reconstruction as a fee for the Developer's or Association'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.

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

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

5.04 Each Lot Owner shall be required to have all utilities serving said Lot separately metered.

5.05 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 VI

USE RESTRICTIONS

No use or practice shall be permitted on the Lot which is the source of annoyance to Owners or tenants, or which interferes with the peaceful possession and the proper use of the Lots by its residents. All parts of the Lots 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 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 VII

COMPLIANCE. DEFAULT AND REMEDIES

7.01 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 VII.

7.02 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.

7.03 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 and 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 judgement 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 the interest thereon at the maximum interest rate allowed by Tennessee Law, until paid shall be charged to and assessed against such defaulted

Lot Owner, and the Developer shall have a lien for all 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, the 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.

7.04 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:

(a). 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 my 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 guiltily in any manner of trespass; or;

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

ARTICLE VIII

TRANSFER OF A LOT

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 IX

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 Lots 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 X

NON-LIABILITY OF THE DEVELOPER

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

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 LIABILATY, IN THE AGGREGATE, OF THE DEVELOPER AND THE DEVELOPERS 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 NORTHSHORE HEIGHTS DEVELOPMENT FROM ANY CAUSE OR CAUSES SHALL NOT EXCEED THE TOTAL PROFIT RECEIVED BY THE DEVELOPER FROM THE SALE OF THE LOT OWNED BY THE LOT OWNER. ITS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITIES, CLAIM OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW.

In addition to the limitations of liability as set forth above, it is expressly acknowledged that Dartmouth Properties, LLC shall not be held liable by an Owner for any reason as Developer and any liability stemming from any claim against Developer shall be made solely against Greentech, LLC and Greentech, LLC shall indemnify Dartmouth Properties, LLC for any and all costs or expenses incurred in defending any claims made against it as Developer hereunder, including actual attorney's fees.

ARTICLE XI

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 XII

TRANSFER OF DEVELOPER'S RIGHTS TO ASSOCIATION

At such time as the Developer no longer has any Lot subject to this Declaration, or at such earlier time as the Developer transfers its rights pursuant to 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 XIII

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 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 the 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 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, Developers have caused this Declaration to be executed this the 2nd day of December, 2016.

DARTMOUTH PROPERTIES, LLC

By: _____

Its: Managing Member

GREENTECH HOMES, LLC

By:_____

Its: Member

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this the 2 day of December 2016, before me personally appeared Jim Lea, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the managing member of Dartmouth Properties, LLC, the within named bargainer, a Limited Liability Company, and that he as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company hereto.

Autumn Horton

Notary Public

4-9-19

My Commission Expires

AUTUMN HORTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
My Commission Expires 04-09-2019

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this the 2 day of December 2016, before me personally appeared Paul Teruya, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Member _____ of Greentech Homes, LLC, the within named bargainer, a Limited Liability Company, and that he as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the Limited Liability Company hereto.

Autumn Horton

Notary Public

4-9-19

My Commission Expires

AUTUMN HORTON
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY
My Commission Expires

EXHIBIT A

DESIGN PRINCIPLES

The overriding principle is that any change to the exterior of an Improvement 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 80 single family detached residences. The Developer encourages individuals to improve their property to suit their lifestyle. Individual expression of the Owners through landscaping, painting and incidental additions such as window boxes are allowed in accordance with the overall design principles of the Development. All of these and any other alterations to the Lots or Improvements shall be submitted to the Developer or the Architecture Committee 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

REGULATON PLAN

The uses for the Northshore Heights development shall be single family residential homes, as that term is defined from time to time in the City of Chattanooga zoning ordinance, are permitted.

EXHIBIT C

LOCATED IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

TRACT ONE (1):

Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) and Fifteen (15), Block Forty-two (42), Chattanooga Land, Coal, Iron and Railway Company's Addition No. One (1), as shown by plat of record in Plat Book 3, Page 31, in the Register's Office of Hamilton County, Tennessee.

REFERENCE is made for prior title to Deed recorded in Book 10203, Page 635 in the Register's Office of Hamilton County, Tennessee.

Tax Parcel Nos. 127I-A-036, 127I-A-037 and 127I-A-038

TRACT TWO (2):

A part of the 36.42 acre tract of land formerly owned by Annie Scholze Williams:

Beginning at a point at the intersection of the Southeast line of the Dallas Road and the West line of the Grand View Cemetery Company 20.1 acre tract No. 1 said point being South 31 degrees 54 minutes east 11.7 feet from the original stone at the northwest comer on the said 20.1 acre tract conveyed by the Grand View Cemetery Company to Mrs. Annie S. Williams by deed dated January 23, 1912, recorded in Book 0, Volume 11, page 715 of the Register's Office of Hamilton County; thence along the said line of the Dallas Road South fifty degrees twenty minutes West 75 feet to the northeast comer of property conveyed by Mrs. Annie S. Williams to Marjorie D. Lewis, by deed dated September 29, 1926, and recorded in Book F, Volume 24, page 443 of said Register's Office; thence along the line of said property South thirty-seven degrees forty-two minutes East, 133.3 feet to a point in the line of a platted alley; thence along the line of said alley North fifty-two degrees eighteen minutes East 60.9 feet to a point in the West line of said Grand View Cemetery Company Tract No. 1; thence along the line of said Tract South thirty-one degrees fifty-four minutes East 1206.5 feet, more or less, to the Southwest comer of said Tract; thence along the South line of said Tract North Sixty-two degrees forty-nine minutes east 658 feet to a common comer with the 16.32 acre tract No. 2 conveyed by the Chattanooga Estates Company to Mrs. Annie S. Williams by deed dated February 20, 1913, recorded in Book W, Volume 16, page 66 of the Register's Office of said County; thence along the South line of said Tract No. 2 being the North line of Lots No. 9, 10, 11 of Sleepy Hollow Subdivision, North 74 degrees five minutes East

153.9 feet to a point in the west line of North Dartmouth Street, 60 feet wide; thence, along the West line of said street North one degree 24 minutes West 1162.1 feet to a point in the south line of East Dallas Road, 50 feet wide; thence in a westerly direction along the South line of said East Dallas Road, and continuing along the South line of Dallas Road a distance of 985 feet, more or less, to the Northeast comer of the 4.94 acre, more or less, "Home Place- Mrs, Gertrude Williams Gaston" tract; thence, along the line of said 4.94 acre, more or less, Home Place Tract, South 45 degrees, thirty-five minutes East 166.2 feet to a point; thence, on a curve to the left 115 feet, more or less, to a point 75 feet northeastwardly from the Southeast comer of a brick garage ; thence, on an irregular curve to the right to include the Rose Garden, a distance of 500 feet, more or less to what is known as the original black oak stump comer, being the beginning point of the 16.32 Acre tract No. 2, recorded in Book W, Volume 16, page 66 of said Register's Office, above referred to; thence North 64 degrees, ten minutes West 123.5 feet, more or less, to a point 20 feet, more or less, from the center line of North Natchez Road, 40 feet wide; thence, along the South line of North Natchez Road in a westerly direction to the West line of Natchez Road, 50 feet wide, 420 feet, more or less, to a point; thence in a northerly direction along the west line of said Natchez Road a distance of 200 feet, more or less, to a point 25 feet from the center line of said Natchez Road, to a point; thence, crossing Natchez Road, a distance of 50 feet, more or less, and continuing 23 feet, more or less, to a point, a total of 73 feet, more or less; thence North 4 degrees, 30 minutes East 189.3 feet to a point in the south line of Dallas Road, and 180 feet along said south line from the northeast comer of the Home Place tract referred to above, giving the Home Place a frontage of 180 feet on said Dallas Road; thence, continuing along the south line of Dallas Road in a southwesterly direction 280.2 feet, more or less; thence South 50 degrees, 20 minutes West 184.8 feet to the point of beginning, all as shown on Betts Engineering Company, Inc., drawing No. 6174-5-37P, dated August 10, 1964, attached hereto and made part hereof.

LESS AND EXCEPT part lying within the boundary of Williams Woods Subdivision in Plat Book 27, Page 56 and Plat Book 27, Page 49, shown as Lot One future development 1.39 acres, Lot 2 future development 4.8 acres, Lot 3 5.23 acres and Lot 4, 3.8 acres.

LESS AND EXCEPT any portion of the above described property lying within the bounds of any public right of way.

LESS AND EXCEPT Lots 25-31, The Preserves at Dallas Park as shown by plat of record in Plat Book 93, Page 41, and in Plat Book 99, Page 143, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT Lots 23-25, The Preserves at Dallas Park as shown by plat of record in Plat Book 93, Page 24, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT Lots 24-32, The Preserves at Dallas Park as shown by plat of record in Plat Book 90, Page 4, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT Lots 10,11 &23-29, The Preserves at Dallas Park as shown by plat of record in Plat Book 88, Page 91, in the Register's Office of Hamilton County, Tennessee.

LESS AND EXCEPT Lots 1-9, The Preserves at Dallas Park as shown by plat of record in Plat Book 84, Page 126, in the Register's Office of Hamilton County, Tennessee.

Tax Parcel No. 127I-A-003

TRACT THREE (3):

Lots Ten (10) and Eleven (11), The Preserves at Dallas Park, as shown by plat of record in Plat Book 88, Page 91, in the Register's Office of Hamilton County, Tennessee.

For prior title and last instrument of record affecting the above described property, in Book 1596, Page 126, in said Register's Office.

Tax Parcel Nos. 127I-A-003.10 and 127I-A-003.11

TRACT FOUR (4):

BEING Lots 12, 13, 14 thru 20, 21 thru 33, Block 40, All Block 41, Chattanooga Land, Coal, Iron & Railway Company, as shown by plat recorded in Plat Book 3, Page 31, in the Register's Office of Hamilton County, Tennessee.

For prior title see Quitclaim Deeds recorded in Book 4607, Page 927, Book 9086, Page 362, Book 9092, Page 806, and in Book, 10203, Page 633, all in the Register's Office of Hamilton County, Tennessee.

Tax Parcel Nos. 127I-A-029, 126L-H-015, 126L-H-020 and 126L-H-016