Prepared by
and return to:
Thrasher Pike, LLC
317 High Street
Chattanooga, TN 37403

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PAXTON POINTE SUBDIVISION

THIS DECLARATION made this ____day of January 2021, by THRASHER PIKE, LLC, a Tennessee limited liability company (herein "Developer").

WITNESSETH:

WHEREAS, Developer, as owner of certain real property located in Hamilton County, Tennessee, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create thereon a development known as Paxton Pointe Subdivision (herein "Development"); and

WHEREAS, Developer desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as herein 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 shall cause to be incorporated under the laws of the State of Tennessee, Paxton Pointe Homeowners' Association, a Tennessee nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter;

NOW, THEREFORE, the Developer subjects the real property described in Article II to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot (as defined herein) thereof.

ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1. Architectural Review Committee. "Architectural Review Committee" shall mean and refer to Developer, its successors and/or assigns.

2. Association. "Association" shall mean Paxton Pointe Homeowners' Association, Inc., a Tennessee public benefit corporation.

3. Board of Directors or Board. "Board of Director" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration.

4. Bylaws. "Bylaws" shall mean the Bylaws of the Association.

5. Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the Association; (c) expenses declared Common Expenses by the provisions of this Declaration; and (d) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration.

6. Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the Association and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the 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 (as defined herein), persons occupying Dwelling Units (as defined herein) or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association; provided, however, that any lands which are leased by the 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 signs and related improvements, community lot(s), detention basin easements and drainage easements, as shown on the Plat (defined herein).

7. Covenants. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

8. Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Paxton Pointe Subdivision and any Supplemental Declaration filed pursuant to the terms hereof.

9. Developer. "Developer" shall mean THRASHER PIKE, LLC, a Tennessee limited liability company, its successors and assigns.

10. Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by a single family or any other means of residence.

11. First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

12. First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

13. Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property, which is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, with the exception of the Common Properties.

14. Manager. "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

15. Member or Members. "Member" or "Members" shall mean any or all Owner or Owners.

16. Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.

17. Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust, as well as a holder of a Mortgage.

18. Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder (as defined herein), whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot, situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the Lot until such payments are made, although the purchaser is given the use of said Lot. The Developer may be an Owner.

19. Property/Plat. The "Property" shall mean and refer to the real property described in Section 2.01 hereof. The "Plat" shall mean and refer to that plat of the Property recorded in the Register's Office of Hamilton County, Tennessee.

20. Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

21. Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee.

22. Name. The name Paxton Pointe Subdivision is being used for the purposes of the restrictions contained herein. If the name should change, these restrictions shall not be affected.

ARTICLE II
PROPERTIES, COMMON PROPERTIES AND IMPROVEMENTS THEREON

1. Property. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Hamilton County, Tennessee and more particularly described on 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 erection and maintenance of streets, entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to these Covenants. Every person who is or shall be a record Owner shall be deemed, by the taking of such record title, to agree to all the terms and provisions of this Declaration.

2. Association. The Developer shall cause 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 homeowner's 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 Bylaws of the Association, which are to serve as the Bylaws of the Association.

3. Common Properties and Improvements Thereon. The Developer will install one or more entrance sign(s) to the Development, and may install appurtenant fencing and landscaping. The signs and/or fencing and landscaping will be located upon Lots 1 and/or 50. The Developer will install mail kiosks with related appurtenant improvements on Lot 1. The sign(s) and mail kiosk and related improvements shall be part of the Common Properties, and the Association shall be responsible for the operation, maintenance, repair and replacement of the signs and mail kiosk and the area around the signs and mail kiosk. After the Develop has sold seventy five percent (75%) of the 84 lots Developer shall construct a community swimming pool upon a lot to be determined by the Developer. The swimming pool, related improvements, and lot shall be part of the Common Properties, and the Association shall be responsible for the operation, maintenance, and repair of the swimming pool, related improvements and lot. While fee simple title to the land upon which the grass berm located upon the rear lot lines of Lots 2 through 23, as shown on the Plat, shall remain with the respective Lot Owners, the Association shall be responsible for the operation, maintenance, and repair of said grass berm, and the Association shall have an ingress/egress easement over said lots for the purpose of marinating and servicing said grass berm area. However, in the exercise of said ingress/egress easement rights, neither the Association nor its agents shall disturb or interfere with any improvements located upon said lots, and the Association shall restore any area it disturbs in the exercise of its right to its original condition. The lot Owner shall be responsible for the maintenance of the drainage swale and drainage easement in accordance with Section 3.34. The Developer and the Association may add additional Common Properties from time to time as it sees fit. 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 other areas as storage areas or construction yards as may be reasonably required, convenient or incidental to the sale of Lots and/or the construction improvements on the Common Properties.

ARTICLE III COVENANTS, USES AND RESTRICTIONS

1. Application. It is expressly stipulated that the covenants, uses, and restrictions set forth in this Article III apply solely to the Property described in Exhibit "A", which Property is intended for use as single-family residential Lots only. These Restrictive Covenants and Conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Developer. Specifically, the Developer, its successors or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions.

2. 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 used in contradistinction to "business" or "commercial" or "mercantile" activity.

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 specifically consented to by Developer or the Board in writing.

3. No Multi-Family Residences, Business, Trucks. 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, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots. No trade or business may be conducted in or from any Home, except that an owner or occupant residing in a Home may conduct business activities within the Home 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 Home; (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 Developer or 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 person's other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (1) 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 Home 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 Homes which it owns within the Property.

4. Minimum Square Footage. No single family detached Dwelling Unit shall be erected or permitted to remain on any of the other Lots located within the Property unless it has a minimum of 1,750 square feet for a single level house, or a minimum of 1,900 square feet with a minimum of 1,100 square feet on the first floor for a two-level house, of enclosed living area measured from the exterior walls set forth in this section. 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 residence, exclusive of open or screened porches, carport, garages, basements and exterior 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.

5. Set-backs. No building shall be erected on any Lot nearer to the lot line than the Architectural Review Committee may, in its discretion, establish for each Lot, which may not be consistent from Lot to Lot. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, 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. If the Developer or the Architectural Review Committee grants such petition, the Developer or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations.

6. 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, 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 3.40,Lots may not be re-subdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

7. 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 Restrictive 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 except during the period of construction. No house may be moved from another location to any Lot in this Development.

Neither the foregoing nor any other section of this Declaration 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 this Declaration prevent the Developer from designating a Lot or Lots from time

to time for the temporary placement of a trailer or other suitable structure for use as an office and/ or sales center by the Developer and/or approved builders at the sole discretion of the Developer.

8. Rainwater Drainage. The Drainage Easements and the Detention Basin Easement are shown on the Plat. Each Lot must be graded so as not to obstruct these easements. All drainage should be directed to these easements, and these easements must be graded so water flows to the basin, street or to an adjoining drainage easement, as the case may be.

9. Utility Easements. Perpetual easements are as shown on the recorded Plat. No structure of any kind shall be erected or maintained upon or over said easements.

10. Frontal Appearance. All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting said Lots, which appearance shall be subject to the approval of the Developer or Architectural Review Committee as provided in Section 4.01 C.

11. Building Requirements. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations or shall be built on a concrete slab. Any other materials must be approved in writing by the Developer or the Architectural Review Committee. All exposed concrete block or poured concrete foundations and retaining walls must be covered with brick, stone, masonry rub, or stucco. Fiber cement board siding is permitted and vinyl siding is only permitted on side and rear exterior walls. Exterior siding, gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. Any swimming pool must be approved by the Developer or Architectural Committee prior to the commencement of the construction. Above ground level pools are not permitted.

12. Fences. No fences will be allowed on any Lot without the prior written consent of the Developer or the Architectural Review Committee. Wire or chain link fences are prohibited. All proposed fences must be submitted to the Developer or the Architectural Review Committee showing materials, design, height and location.

13. Driveways. A driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers must serve each Dwelling Unit constructed upon a Lot. Asphalt is not permitted. Nevertheless, no driveway shall be constructed on any Lot nearer than one (1) foot to any Lot line. All other hard surface materials must be approved 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 upon 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 therefore, 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.

14. Curbs. 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 unless the damage is caused by another who repairs or corrects the damage. 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.

15. Signs. One sign offering the Lot and/or Dwelling Unit for sale and one sign reflecting the name of the builder may be placed upon a Lot. Such sign must be in form approved by the Developer or Architectural Review Committee. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the Developer or the Architectural Review Committee.

16. Service Area. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials, colors or landscaping that are harmonious with the home it serves.

17. Garages. Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages will be allowed only with written approval from the Developer or the Architectural Review Committee. No carports will be permitted. The inside walls of garages must be finished and painted. Garage doors may not be allowed to stand open.

18. Landscaping. Shrubbery plantings adjacent to roadways and sidewalks shall not impede the vision of vehicle operators.

19. Windows. Materials to be used in windows and glass doors must be approved by the Developer or the Architectural Review Committee. Metal windows are not permitted. Aluminum awnings are not permitted. Clad and Vinyl windows are approved and can be installed in homes. All windows which face a street shall have blinds. The blinds shall not be made of paper. The blinds shall be installed within fourteen (14) days of the closing of the purchase by the first occupants of the Dwelling Unit.

20. 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, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Each Lot shall have a maximum of three (3) dogs living within it. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the 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." In addition, no dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets (including, but not limited to the Pitbull Terrier, Doberman, Chow, and Rottweiler breeds of dog), which constitute a nuisance to the other residents in the development, shall be allowed or maintained on any Lot.

21. Zoning. Whether expressly stated so or not in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

22. Unsightly Conditions. All of the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut

when needed, plants beds maintained, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his/her/their own volition, to maintain his/her/their Lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred percent (200%) of the cost of such work. All Owners in the Development are requested to keep cars, trucks and delivery trucks off the curbs of the streets. Existing homes must be maintained in good repair, including being painted when necessary.

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

24. No Detached Buildings. There shall be no detached garages, outbuildings or separate quarters, without the prior written consent of the Developer or the Architectural Review Committee. Developer or the Architectural Review Committee may require that an allowed detached building be site built and that an allowed detached building be harmonious, in design and materials, with the Dwelling Unit.

25. Sewage Disposal. Before any Dwelling Unit on a Lot shall be occupied, the Dwelling Unit shall be connected to the sewer system incompliance with applicable municipal codes, and said sewer connection shall be maintained in accordance with all municipal codes.

26. Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer or the Board, or their respective agents, at their sole discretion, may enter upon any Lot on which a Dwelling Unit has not been constructed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer or the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Developer and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Developer and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.

27. Intentionally Deleted.

28. Tanks and Garbage Receptacles, Tree Houses, Tennis Courts and Swings. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses, or from any street. No tree houses may be built or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee. No tennis courts may be built or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee, and written approval of the adjacent Lot owners. No swing sets, other than wooden swing sets, will be permitted to be installed on a Lot, the location of which must be approved by the Developer or the Architectural Review Committee.

29. Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Developer or the Architectural Review Committee.

30. No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development without the prior written consent of the Developer or the Architectural Review Committee; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other

of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development nor prohibit Developer or the Architectural Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter at an approved location on the Lot.

31. 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 will materially affect the surface grade of a Lot unless the consent of the Developer or the Architectural Review Committee is obtained.

32. Sound Devices. No exterior speaker, horn, whistle, bell or other sound device, which is unreasonably load 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.

33. Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the Developer or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

34. Drainage Swales/Ditches. Except for those easement areas defined in Section 2.03, which areas shall be maintained by the Association, Lot Owner shall be responsible for and shall properly maintain the drainage swale/ditch and drainage easement area located on their respective Lots.

35. 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, and improvement or 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 establishing that the overall purpose of these Restrictive 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 shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

36. Vehicle Parking. Cars owned by Lot Owners shall not be parked on the street, but shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view within the garage. Such vehicles may not be stored anywhere else on the Lot without written permission from the Developer or the Board and the decision of approval will be based upon the location of the lot and its visibility to the road.

37. Maintenance. Each Lot Owner shall, at all times, maintain all structures located on such Lot, including driveways and permitted fences, in good repair which shall include exterior painting as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

38. Approved Builders. Only builders that have been approved by the Developer shall be permitted to construct Dwelling Units in the Development. The Developer shall maintain a list of approved builders, which list shall be made available to Lot Owners and prospective purchasers. The Developer may from time to time, at the request of a Lot Owner or in its discretion, add builders to the approved list of builders and the Developer may remove approved builders from the list. An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list or is subsequently approved by Developer.

39. Occupancy Before Completion. Except with the written consent of the Association based on adequate assurance of prompt completion of a Dwelling Unit, an Owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon.

40. Developer Reserves Right. Notwithstanding any other provisions herein to the contrary, the Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to subdivide Lots, to combine Lots or parts of Lots, to rearrange boundaries of Lots, to cause any part of any Lot to become a part of the Common Properties, and to cause portions of Common Property Lots to become a part of any of the Lots bordering them.

41. Lawn and Yard Care. The lawns of all improved Lots (except those owned by the Developer) and all improved Lots must be regularly fertilized, cut and weeded, with the edges maintained, and with all shrubs, bushes, and trees properly maintained and pruned.

42. Completion of Construction. Any structure being erected on a Lot shall be completed within 12 months from the date of the commencement of construction. Developer or the Board may grant an extension in the event of circumstances outside of the control of Owner or Owner’s contractor.

43. Chimneys. Chimneys must be constructed of brick, stone, and/or approved siding.

44. Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot, or damage done 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. All construction debris shall be removed weekly and the street must be kept clean during construction.

45. Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. No concrete blocks shall be used above the finished ground

elevation of any structure unless said blocks are part of the foundation and are covered with brick, stone, masonry rub, or stucco. Other materials must be accepted in writing by the Developer or the Architectural ReviewCommittee.

46. Intentionally Deleted.

47. Sodding/Strawing. Prior to occupancy of a Dwelling Unit, the front yard of the Lot must be sodded and the side and rear yard areas must be seeded and strawed.

48.Exterior Siding. The Developer or the Architectural Review Committee must approve all exterior siding in writing. All lap siding must have exposed laps of not more than eight (8) inches. Dwelling Units using lap siding on all exterior sides must be true lap siding and not artificial laps. Vinyl siding is only allowed on side and rear walls without written permission from the Developer.

49. Renting or Leasing. An Owner(s) may enter into a long-term lease of his/her/ their/its Lot and/or the premises and improvements located upon said Lot, with a long term lease being defined as a period of not less than six (6) months. Short-term leases or rentals of any kind are prohibited. An Owner shall not cause, permit or allow his/her/their/its Lot and/or the premises and improvements located upon said Lot, or a portion thereof, to be subject to a rental, lease, license, or swap for a period of less than six months. No Lot and/or the premises and improvements located upon said Lot, or a portion thereof, shall be operated in a hotel like, bed and breakfast like, or vacation rental manner (for example: AirBNB.com, VRBO.com, HomeAway.com), or advertised or offered as such. A fine of five thousand dollars ($5,000) is assessed for each offense/violation of the above. The fine will be secured by a continuing lien upon the Owner's Lot. The Owner will have forty-five (45) days from the date of notification of the violation to pay the fine in full to the Association. The fine shall bear interest from the date of delinquency at the rate often (10%) per annum. The Association may file a lawsuit for recovery of the fine and to recover the Associations' attorney's fees, costs, and court costs incurred in collecting the fine. The Association may also foreclose on the Owner's Lot to protect its lien and collect its attorney's fees and costs associated therewith. No Owner may waive or otherwise escape liability for the fine provided for herein by nonuse or abandonment or sale of the Owner's Lot.

50. Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Developer, its successors or assigns, or the Association, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorney’s fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer, its successors or assigns or the Board. Further, the Developer or the Board may grant variances of the restrictions set forth in these Restrictive Covenants 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 the provisions of this section 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.

ARTICLE IV
ARCHITECTURAL CONTROL

1. Architectural and Design Review.

A. In order to preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the development, and to promote and protect the value of the Property, the Developer or the Board may create a body of rules and regulations covering details of Dwelling Units, which shall be available for all Owners or prospective Owners of Lots.

B. The Developer shall have sole architectural and design reviewing authority for the Development until the Developer has sold all Lots. However, the Developer may, in its discretion, transfer architectural and design review authority to the Board when the Developer transfers governing authority to the Board in accordance with the Bylaws; provided, however, that prior to calling the meeting of the Association to elect a Board to succeed the Developer as provided in the Bylaws, the Developer may execute and record in the office of the Recorder 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 and record in the office of the Recorder 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. The Developer shall have the right to overrule any decisions made by the Association or Board or the heirs of the Developer.

C. No Dwelling Unit, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered and no trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the Developer or the Architectural Review Committee for approval at least thirty (30) 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 plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. Developer or the 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 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, the said Dwelling Unit shall be conclusively presumed to have had such approval.

D. The Developer or Architectural Review Board 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 Architectural Review Board.

E. Architectural and landscape design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees 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.

2. 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 Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. 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. Licensing. All 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 residence on a Lot or perform services for an Owner.

ARTICLEV
ASSESSMENTS

1. 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 Developer or 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 Developer or 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 therefore 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 Developer or 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 an Owner combines two or more Lots into a single Lot, the assessments will continue to be based upon the number of original Lots purchased. In the event an Owner combines three or more Lots

into two or more Lots, 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.

2. Purpose of Annual Assessments. The annual assessments levied by the Developer or Association shall be used exclusively 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.

3. Amount of Annual Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer, and the Developer may increase or decrease the amount of the assessment as the Developer, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of the Members of the Association. 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. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

4. 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. However, if the Association is created, 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.

5. 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. Any Lot designated as a Common Area shall be exempted from these assessments.

6. 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 classification of the Owners.

7. Date of Commencement of Annual Assessments.

A. The annual 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. The Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

B. 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.

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

8. Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the Developer or Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Developer or Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Developer or Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Developer or Association for such payment shall constitute a default, and this lien may be foreclosed by the Developer or Association.

9. 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 Developer or 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 Developer or 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 Developer or Association under this Declaration. Such statement shall be executed by the Developer or 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 Developer or 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 Developer or 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) therefore.

ARTICLE VI
REGISTER OF OWNERS AND SUBORDINATION OF LIENS TO MORTGAGES

1. Register of Owners and Mortgages. The Developer or 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 Developer or 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 Developer or 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 Developer or Association of the existence of any Mortgage held by it, and upon receipt of such notice, the Developer or Association shall register in its records all pertinent information pertaining to the same. The Developer or Association may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

2. 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 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 as part of the Common Expense; 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 VII OWNER COMPLAINTS

1. Scope. The procedures set forth in this Article for Owner Complaints shall apply to all complaints regarding the use or enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Developer or Association, including, without limitation, decisions of the Developer or Association or of the Board of Directors of the Association.

2. Grievance Committee. Once the Association has been created, there shall be established by the Board, a Grievance Committee to receive and consider all Owner complaints. The Grievance Committee shall be composed of the President of the Association and

two other Owners appointed by and serving at the pleasure of the Board of Directors, or the Manager may be appointed by the Board to function as the Grievance Committee. Until such time, the Developer shall serve as the Grievance Committee.

3. Form of Complaint. All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the Developer or President of the Association and sent in the manner provided in Article X for sending notices.

4. Consideration by the Grievance Committee. Within twenty (20) days of receipt of a complaint, the Grievance Committee shall consider the merits of the same and notify the complainant in writing of his/its decision and the reasons therefore. Within ten (10) days after notice of the decision, the complainant may proceed under Section 7.05; but if complainant does not, the decision shall be final and binding upon the complainant.

5. Hearing Before the Grievance Committee. Within Ten (10) days after notice of the decision of the Grievance Committee, the complainant may, in a writing addressed to the Developer or President of the Association, request a hearing before the Grievance Committee. Such hearing shall be held within twenty (20) days of receipt of complainant's request. The complainant, at his/her/their expense, and the Grievance Committee, at the expense of the Developer or Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before the Developer or at least two members of the Grievance Committee and may be adjourned from time to time as the Developer or Grievance Committee in its discretion deems necessary or advisable. The Developer or Grievance Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefore within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 7.07, the decision shall be final and binding upon the complainant.

6. Questions of Law. Legal counsel for the Developer or Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

7. Questions of Fact; Arbitration. If there shall be any dispute as to any material fact, either the Grievance Committee or the Complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 7.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Grievance Committee. In the event of arbitration, each party shall bear one-half of the expense thereof.

8. Exclusive Remedy. The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Developer, Grievance Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for complaints herein established.

9. Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of the complainant. All expenses of the Grievance Committee incident to such complaint shall be deemed a Common Expense of the Association.

ARTICLE VIII
REMEDIES ON DEFAULT

1. Scope. Each Owner shall comply with the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

2. Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the Rules and Regulations promulgated by the Developer or Board which may be adopted pursuant thereto, shall constitute a default and shall entitle the Developer or the Association to seek relief which may include, without limitation, an action to recover any unpaid assessment, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by and aggrieved Owner.

3. Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 8.02 be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court. The Developer or Association is hereby granted a lien upon each Lot and the improvements thereon for payment of such costs and fees. The lien shall become effective upon the initiation of any such proceedings and may be foreclosed as other liens are foreclosed in Tennessee.

4. Waiver. The failure of the Developer, the Association, or an Owner to enforce any right, provision, covenant or condition which may be granted herein, or the receipt or acceptance by the Developer or Association of any part payment of an assessment, shall not constitute a waiver to enforce such restrictive covenant(s) in the future.

5. Election of Remedies. All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE IX
EMINENT DOMAIN

1. Board's Authority. If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by Eminent Domain, the Board or the Developer is authorized and directed to proceed as follows:

A. To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board in its discretion deems

necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

B. To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

C. To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

2. Notice to Owners and Mortgagees. Each Owner and First Mortgagee on the records of the Developer or Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Developer or the Board, and the institution of legal proceedings, and they shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

3. Reimbursement of Expenses. The Developer and/or Board shall be reimbursed for all attorneys', engineers', architects', and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking, out of the compensation received; such expenses shall be deemed a Common Expense.

ARTICLEX
GENERAL PROVISIONS

1. Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Developer or Owner, their respective legal representatives, heirs, successors and assigns, in perpetuity, unless amended or terminated as provided herein.

2. Amendments. This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure:

A. An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at any annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that

would, in the opinion of the Board, adversely affect Mortgagees rights shall also be sent to each Mortgagee listed upon the register of the Association.

B. At any such meeting of the Members of the Association, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the Developer shall have the number of votes as provided in the Bylaws.

C. An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment, and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

D. The certificate referred to in Paragraph C of this Section shall be in substantially the following form:

CERTIFICATE

I, _____,do hereby certify that I am the Secretary of Paxton Pointe Subdivision Homeowners' Association, Inc. and that the within amendment to the Declaration of Covenants and Restrictions for Paton Pointe Subdivision was duly adopted by the Owners of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this day of_____., 20__ .

_____
Secretary
Paxton Pointe Subdivision Homeowners' Association, Inc.

3. Intentionally Deleted.

4. Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, either electronically or by United stated Postal Service, to the last known address of the Owner or Mortgagee on the records of the Developer or 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 Owner to immediately notify the Developer or Secretary, in writing, of any change of address. Any notice required to be sent to the Developer, Board, Association or any officer thereof, under the provisions of this Declaration shall likewise be deemed to have been properly sent and notice thereby given, when mailed, to such entity or person. The address of the Developer is 317 High Street, Chattanooga, TN 37403. The address for the Board, the Association, or any officer thereof, may be changed by the Secretary or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new address or addresses. Likewise, the Developer may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

6. Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

7. Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

8. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

9. Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.

10.10 Effective Date. This Declaration shall become effective upon its recording in the office of the Register of Bradley County, Tennessee.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the date first written above.

THRASHER PIKE, LLC, a Tennessee limited liability company

By:_____

Name:_____

Title: _____

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this_____day of_____2020, before me personally appeared Patrick W. St. Charles, IV with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself to be the/a Manager of THRASHER PIKE, LLC, a Tennessee limited liability company, the within named bargainor, and that as such Manager being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of THRASHER PIKE, LLC, a Tennessee limited liability company, by himself as such Manager.

_____
Witness my hand and Notarial Seal.

_____
NOTARY PUBLIC
My Commission Expires:_____

EXHIBIT "A"

LOCATED IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Lots One (1) through Eighty Four (84), Paxton Pointe Subdivision, as shown by plat of record in Plat Book _____, Page _____, in the Register's Office of Hamilton County, Tennessee.

For prior title, see Deed recorded in Book GI 11558 Page 326, in the Register's Office of Hamilton County, Tennessee.

EXHIBIT "B"

BYLAWS
OF
PAXTON POINTE OWNERS' ASSOCIATION, INC.