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PREPARED BY & RETURN TO:
GT ISSA CONSTRUCTION, LLC
1335 MACKEY BRANCH DR.
SUITE 107
CHATTANOOGA, TN 37421



Book/Page: **GI 11564 / 75**
Instrument: 2019021200149
11 Page RESTRICTIONS
Recorded by DLS on 2/12/2019 at 1:47 PM
MISC RECORDING FEE 55.00
DATA PROCESSING FEE 2.00

TURNBERRY FARMS SUBDIVISION

DECLARATION OF COVENANTS AND RESTRICTIONS

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

TOTAL FEES \$57.00
State of Tennessee Hamilton County Register of Deeds **MARC GRAVITT**

COVENANTS, USES, AND RESTRICTIONS

3155

1. **LOTS:** All of said lots in Turnberry Farms shall be, and be known and described as residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one detached, single-family dwelling with attached garage.
2. **APPROVAL:** Where Developer approval is required hereunder, Developer may issue written Architectural Guidelines so that Owners will have advance notice as to what actions will automatically have Developer approval.
3. **SINGLE-FAMILY RESIDENCE:** No residence shall be designed, patterned, constructed, or maintained to serve the use of more than one family, and no residence shall be used as a multiple family dwelling at any time, or used as housing for persons unrelated to any Owner, nor used in whole or in part for any business service or activity, or for any commercial purpose, nor, shall any lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses.
4. **SETBACK REQUIREMENTS:** No building shall be located on any lot nearer than twenty-five (25) feet to the front property line. No residential structure shall be located closer than twenty-five (25) feet to any rear line. No structure shall be located closer than twenty-five (25) to any rear property line on all interior lots. No structure shall be located nearer than ten (10) feet to any side property line. Swimming pools, pool facilities, outdoor fireplaces, etc., may be located within these boundaries, provided written approval is given by Developer.
5. **BOUNDARY LINES:** It is provided that no more than one dwelling shall be erected or maintained on any one lot. This will not prevent the use of one or more lots or parts of lots as a single building plot of ground, providing that the division or rearrangement of boundary lines of subdivision lots shall not reduce the basic width and size of the original lots as platted, or increase the total number of lots in said subdivision, and that the same shall conform to zoning laws and subdivision regulations in effect thereon. No lot or any part thereof shall be used as a means of access (either public or private) to other lands or used for the installation of utilities serving other lands. However, Developer does hereby reserve the exclusive right to use a lot, or part of a lot, as a means of public and/or private access to and from other lands and/or to use a lot or part of a lot for the installation and maintenance of utility and/or drainage and/or sewage lines serving other lands.

6. **RIGHT TO TRANSFER**: The Developer reserves the right to transfer, at his sole discretion, its authority, rights, or duties, in whole or in part, to a Board of Directors or Association whenever it so decides.
7. **TEMPORARY STRUCTURES – COMPLETION OF RESIDENCE**: No part of any lot shall be used for residential purposes until first a completed dwelling house conforming fully to the provisions of this instrument, shall have erected thereon, the intent of this Paragraph (7) being to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding, or other structure as a temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction. Notwithstanding, anything herein to the contrary, Developer and Builder reserves the continuing right to maintain the temporary field office and the construction office trailer on any unsold lot in the subdivision as long as Developer and Builder is engaged in the development and marketing of the subdivision and/or in the construction of residences on lots in the subdivision. Developer must approve type, location, and duration of use of any construction trailer.
8. **MODULAR, MANUFACTURED, OR TRAILER HOMES**: No modular, manufactured, or trailer homes shall be allowed. Only on-the-job stick-built homes shall be allowed.
9. **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.
10. **UNSIGHTLY CONDITIONS**: All of said lots in said subdivision must, from the date of purchase, be maintained by the Owner or Builder in a neat and orderly condition (grass being cut when needed, as well as leaves, broken tree limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street. In the event that the Owner of a lot, including an Owner who is a Builder, fails, of his own volition, to maintain his lot in a neat and orderly condition, Developer, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said lot without liability and proceed to put said lot into an orderly condition and shall bill the Owner Two Hundred Percent (200%) of the cost of such work. All Owners/Builders must keep the street clear of concrete blocks, concrete, and building materials while residence is under construction. All Owners in the development shall keep cars, trucks, and delivery trucks off the curbs of the street.
11. **CURBS**: Curb cuts shall be made with a concrete saw and driveways shall be built so as to form a smooth transitional surface from the street. Any damage done to the curb, street, or sidewalk by the Owner of any lot or by a Contractor employed to build improvements on any lot, shall be repaired immediately at the expense of the Owner or Contractor. If damage is not repaired in a timely fashion, Developer shall repair at Owner/Contractor's expense at cost plus One Hundred Percent (100%).

12. **SEWER CONNECTION**: Before any dwelling on any lot shall be occupied, a connection with the sewer system meeting applicable municipal codes shall be made.
13. **REARRANGE BOUNDARY LINES**: 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 the Common Property Lots to become part of the Lots bordering them.
14. **OBLIGATION TO COMMENCE & COMPLETE CONSTRUCTION**: Any residence being erected on a lot shall be completed within Eight (8) months from the date of the pouring of the footings for said residence. No dwelling shall be occupied until it has been completed. The only exception may be considered in the cases of landscaping, etc., due to inclement weather or other excusable conditions. Any exceptions must be approved by Developer.
15. **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, may obstruct or redirect the drainage flows after location and installation of drainage, swales, storm sewers or storm drains. Silt fencing and/or straw shall be used during construction to prevent dirt runoff onto roads. Gravel drives shall be used during construction prior to the paving of the driveway.
16. **UTILITY EASEMENT**: A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities.
17. **OCCUPANCY BEFORE COMPLETION**: No building unit shall be occupied until the dwelling house has been completed.
18. **WAIVER OF RESTRICTION**: Developer shall be allowed to waive any of these restrictions set forth herein, provided that any such waiver results in a change which is consistent with the architectural and environmental concerns set forth in this document, as interpreted and determined in the sole discretion of Developer. Any such waiver shall be in writing and the decision to grant or deny any requested waiver shall be final.
19. **OFFENSIVE ACTIVITY**: No noxious or offensive activity shall be carried on upon any lot. Nothing shall be done thereon which may become an annoyance or nuisance to the neighborhood. No trucks larger than pick-ups, or personal type vans, are permitted to be parked in subdivision.
20. **ANIMALS**: No sheep, swine, goats, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or remain on any of the lots. There shall be no kennels for commercial purposes permitted on any lot in the subdivision. The keeping of dogs, cats, or other household pets are permitted. Pet owners shall not allow pets to roam unattended. Pet owners are responsible for immediately "cleaning up" pet excrement after their pets in all public areas (streets, community areas, etc.). Excessive barking of

dogs shall be considered an “offensive activity” and shall be controlled by the pet owner. Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. The Developer or Board of Directors shall, in their sole discretion, have the authority to determine what constitutes an “unreasonable” number, or a “dangerous” pet. No dog pens, kennels, or such shall be allowed without the written consent of the Developer or the Board.

21. **ALCOHOL**: No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said Subdivision nor used in common areas.
22. **PARKING**: Commercial vehicles, tractors, mobile homes, recreational vehicles, ATVs, trailers, with or without wheels, campers, camper trailers, boats or other watercraft, boat trailers and the like shall be parked only in enclosed garages. Stored vehicles and vehicles which are obviously inoperable, or do not have current tags, shall not be permitted except within enclosed garages. Vehicles of any type must not be parked on the street with the exception of vehicles belonging to visitors to the property. Commercial or service vehicles relating to servicing or repair of the residence, must not be parked on the street for a period exceeding eight (8) hours. No overnight street parking is permitted. Any vehicle parked on the street that is deemed a nuisance by the Developer or Board of Directors, shall be towed. A certified letter will be mailed to the residence and if vehicle is not removed within Twenty-Four (24) hours, it will be towed at Owner’s expense. No vehicle of any type can park on a sidewalk at any time. This paragraph shall not apply to any commercial vehicle providing service or making deliveries to or on behalf of the Association, or Developer, or their agents. No one shall be allowed to park on the street for an extended period of time. No major repairs to any automobile, boat, or other vehicle are to be done in the driveway, yard, or street.
23. **MAINTENANCE**: Each lot Owner shall at all times maintain all structures located on such lot, including driveways and approved fences, in good repair which shall include exterior painting, as needed. Also, each lot Owner shall keep all approved landscaping in good and presentable condition.
24. **GARDENS**: No vegetable gardens shall be allowed.
25. **LAUNDRY**: No Owner, guest, or tenant shall hand laundry from outside a dwelling. No outside clotheslines shall be erected.
26. **RENTING OR LEASING**: No dwelling unit may be rented or leased.
27. **TANKS AND GARBAGE RECEPTACLES**: No fuel tanks or similar storage receptacles may be exposed to view, and such tanks may be installed only within a Dwelling Unit or buried underground. All garbage receptacles must not be visible from any street.
28. **NO ANTENNAS**: No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed upon the exterior portion of any

Dwelling Unit or other structure on the Property or any Lot within the Development on the front two-thirds (2/3rd) of any Lot. Any such device is to be restricted to the rear one-third (1/3rd) of the particular Lot and shall not be unsightly regardless of its location. No such device may be more than ten (10) feet in height.

29. **SIGNS**: No sign of any character shall be displayed or placed upon any part of the Subdivision except those advertising the residences that are for sale and those used by Developer to advertise the Subdivision during construction and sales period. One sign offering the Lot and/or Dwelling for sale and one sign reflecting the name of the builder may be placed upon a Lot. A separate sign indicating the building permit is also allowed. Such signs shall not exceed six (6) square feet in size nor have an overall height exceeding five (5) feet above ground level. No other signs, including "For Rent" and/or "For Lease" signs, shall be erected or maintained on any Lot, except in accordance with approved standards for signs set by Developer. Nothing in the foregoing shall be construed to prevent Developer from erecting and maintaining signs at the entrance of the Development as provided herein.
30. **PLAYGROUND EQUIPMENT**: All playground equipment (trampolines, athletic equipment, etc.) is to be directly behind the house in the back yard and out of view from the front of house at the street. All basketball goals (permanent or portable) are to be off public areas (streets, sidewalks, etc.) and setback a minimum of fifteen (15) feet from the road. All playground equipment, excluding traditional swing sets, must be approved by Developer.
31. **NO WATERWAY USE OR DUMPING**: No boat or rafts of any kind shall be permitted upon, nor shall any swimming be permitted in, any pond, lake, waterway, etc. on the Common Properties. No garbage trash, or other refuse shall be dumped in any pond, lake, waterway, etc. of the Development. Owners will be assessed a Five Hundred Dollar (\$500.00) fine for each violation of this provision in addition for the cost of removal. The Developer shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the lakes, ponds, or streams within the property.

ARCHITECTURAL REVIEW

32. **ARC REVIEW**: All house plans must be approved by an Architectural Review Committee consisting of the Developer. The Architectural Review Committee shall have sole architectural and design review authority for the development. At or prior to such time as the Developer has transferred governing authority to the Board, the Developer may execute and record in the Register's Office of Hamilton County, Tennessee, a document stating that the Developer reserves unto the Architectural Review Committee the architectural and design reviewing authority provided in this document, and stating that said reservation shall survive the election of the Board to succeed the Developer. Thereafter, the Architectural Review Committee shall continue to exercise the rights thus reserved to it until such time as Developer shall

execute and record in the Register's Office of Hamilton County, Tennessee, a document assigning these rights to the Board.

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

All residences must be a minimum of 2,000 square feet for one and one-half (1-½) or two (2) story homes and 1,600 square feet for rancher style, single-level homes.

34. **FRONTAL APPEARANCE:** All houses shall have an acceptable frontal appearance from the main street fronting said lots. 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.
35. **YARDS, SODDING, & LANDSCAPING:** All Lots shall have a sodded front yard and side yard (extended to the front elevation of house) and a landscaping plan that is acceptable for the standards of the Subdivision. The remainder of the yard must be seeded and strawed, if not sodded. At the time that plans and specifications for the main Residence and other structure are submitted to Developer, a landscaping plan must be submitted to Developer which shall show the location, size, and type of all sod, plants, bushes, and other landscaping items to be installed with the house. Developer shall, in its sole discretion, determine whether the plan meets the standards to be maintained for the Subdivision and shall either approve or deny the landscaping plan, in writing. No construction of any kind shall commence until such a plan has been approved in writing by Developer. Landscaping in accordance with the approved landscaping plan must be substantially completed before the unit is occupied. All HVAC units and garbage receptacles shall be screened from public view either with landscaping or an enclosure that is approved by the Architectural Review Committee. No fuel tanks shall be used.
36. **AIR CONDITIONING & HEATING UNITS:** No window units are allowed which are visible from any streets. All HVAC units shall be screened from public view either with landscaping or an enclosure that is approved by the Architectural Review Committee.
37. **FOUNDATION:** Any and all structures of any kind constructed on any Lot shall have full masonry foundation, no exposed block, concrete, or plaster shall be exposed to any exterior grade.
38. **EXTERIOR FINISH MATERIALS:** 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, and changes to such materials, must be approved in writing by Developer. There shall be no more than one dwelling erected on any one said lot and all houses shall be neatly painted. The Architectural Review Committee must approve all colors. Foundation

blocks must be covered on all sides with brick or stone. Siding may be Hardie Plank, etc., to be approved by Architectural Review Committee. No asbestos or vinyl siding shall be used on any residence.

39. **ROOFS**: All roofs shall be of 10:12 minimum pitch or more and be roofed with dimensional shingles.
40. **MAILBOXES**: Standard mailbox – ornamental mailbox without lights shall be used.
41. **DRIVEWAYS**: Each residence constructed upon a lot must be served by a driveway and paved with concrete. Location and size of driveway must be approved by Architectural Review Committee.
42. **ADDITIONS/POOLS/OUTBUILDINGS/DETACHED GARAGES**: All pools, pool houses, etc., must be approved by Architectural Review Committee as to location, style, materials, and size. No above-ground swimming pools will be permitted. All pools shall be in-ground and shall be fenced. Design, placement, and construction details shall be submitted to Developer for approval and must comply with all appropriate governmental authorities. No outbuildings shall be allowed to be installed in the front or side yards. There shall be no detached garages or outbuildings permitted without Developer approval and must be finished the same as the house. No carports nor above-ground or overhead utilities are permitted.
43. **COMMERCIAL VEHICLES**: All double axel commercial vehicles, commercial vehicles with commercial writing on their exteriors, or vehicles primarily used or designated for commercial purposes must be approved by Developer in order to be allowed to park in a driveway.
44. **GARAGES & GARAGE DOORS**: Each Dwelling Unit must have at least a two-car garage constructed at the same time as the Dwelling Unit. Developer must approve style/type garage door. Garage doors may not be allowed to stand open. The inside wall of garages shall be finished.
45. **FENCES**: All fences, walls, and retainer walls must be approved by the Developer. Developer shall approve location, height, and material of all fences. No wire, wood, or chain link fences are allowed. No fence shall be allowed any closer to the street than the rear elevation of the dwelling. In the case of a corner lot, no fence shall be allowed closer to the side street than the side elevation facing that street.
46. **PORCHES**: All porches on the front of a Dwelling Unit shall have a foundation of concrete blocks covered with brick or stone and must have concrete surface and steps of brick or stone. No wooden porches, wooden steps, or lattice work of any kind shall be on the front porches of any Dwelling Unit.
47. **RESTORATION**: In order to preserve the aesthetic and economic value of all lots within the development, each Owner/Builder shall have the affirmative duty to rebuild, replace, repair, or clear and landscape to original state within a reasonable period of time, any building, improvements, and significant vegetation which shall be damaged

or destroyed by fire or other casualty. Any variation or waiver of same may be given only by the Developer or the Board of Directors in their sole discretion.

HOMEOWNERS' ASSOCIATION

48. **CREATION OF THE HOA:** The Developer has caused, or may in the future cause, the Turnberry Farms Homeowners' Association ("Association") to be formed as a non-profit Tennessee Corporation for the purpose of preserving and enhancing the general quality of the Development by maintaining and keeping in good repair common areas and being responsible for maintaining all drainage areas that were originally maintained by Developer. Full control of the Association automatically shall be vested with the lot Owners upon the sale of the Twenty-Third (23rd) lot in the Development.
49. **DUES & FEES:** At the time of purchase of any lot by an Owner, the Owner shall pay a Two Hundred and 00/100 Dollar (\$200.00) initiation fee plus a Two Hundred Fifty and 00/100 Dollar (\$250.00) yearly fee to the Association.
50. **CREATION OF LIEN & 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 the terms and provisions of these covenants and pay to the Developer or Association annual assessments or special assessments for the purposes set forth in this document. These assessments shall be fixed, established, and collected as herein provided. The Owner or Owners of each lot shall be personally liable to the Developer or Association for the payment of all assessments, whether annual or special, which shall be levied while such party or parties are such Owners of said lot. The annual and special assessments, together with such interest thereon and cost of collection shall be a charge and continuing lien on the lot and all the improvements thereon against which such assessment is made. Unpaid assessments shall bear interest from the due date to the date of payment at the rate set by the Developer or Board, and said rate can be changed from time to time so that the rate is reasonably 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 on the number of original lots. If Owner leases a lot and/or dwelling unit, Owner remains liable for the assessments.
51. **USE & PURPOSE OF ASSESSMENTS:** The annual assessments levied by the Developer or Association are for the improvement and maintenance of the common areas such as mowing, landscape, and landscape maintenance.
52. **AMOUNT OF ANNUAL ASSESSMENT:** Until the transfer of governing authority from the Developer to the Board, the amount of the annual assessment shall be set by the Developer at such amount as the Developer, in its sole discretion, deems appropriate for improvement and maintenance of the common areas until the Developer has completed building. Thereafter, the amount of the annual assessments shall be set by the Board of Directors, unless Sixty-Six and Two-Thirds Percent (66-2/3%) of the members who are in attendance or represented by proxy, vote to increase

or decrease the said annual assessment set by the Board. At any such meeting, the Developer shall have the number of votes as provided in the Covenants.

53. **SPECIAL ASSESSMENTS:** In addition to the annual assessments, the Developer or the Association may levy special assessments for the purpose of defraying the cost of any construction or unexpected repair of a capital improvement upon the common areas or the cost of any addition to the common areas. Once the transfer of governing authority from the Developer to the Board is complete, the Association may also levy such special assessments provided that any such assessment shall have the assent of Sixty-Six and Two-Thirds Percent (66-2/3%) of the vote of the Owners who are in attendance or represented at a duly called meeting of at least Thirty (30) days advance notice, which notice sets forth the purpose of the meeting. **(This does not apply until transfer from Developer to Board). At any such meeting, the Developer shall have the number of votes provided in the Covenants.**

54. **PROPERTY SUBJECT TO ASSESSMENTS:** Only land within the property, which has been subdivided into lots, and the plat thereof filed for public record, shall constitute a lot for purposes of these assessments. No Owner may exempt himself from liability from any of the common areas by abandonment of his lot in any way. Developer-owned and Builder-owned lots shall be exempt from the assessment charge and lien created herein. However, the assessment will be due once Builder has transferred lots to a new Owner, or Developer has transferred a lot to an Owner that is not a Builder.

55. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS:** The annual assessment provided for herein shall commence on the date of transfer of title to the Owner from the Developer or Builder. The amount of the first annual assessment shall be prorated at the time of title transfer. The annual assessment shall be due and payable upon the first day of the year. The due date of any special assessment shall be fixed in the resolution authorizing such assessment. If property is Builder-owned rental property, the annual assessment shall be prorated from first occupancy date, and due upon the first day of the year thereafter.

56. **LIEN:** Recognizing the necessity for providing property maintenance of the property entails the continuing paying of cost and expenses thereof, the Developer or Association is hereby granted a lien upon each lot and the improvements thereon as security for the payment of all assessments against said lot, now or hereafter assessed, which lien shall also secure all costs and expenses and reasonable attorney's fees which may be incurred by the Developer or Association in enforcing the lien upon said lot. The lien shall become effective upon a lot immediately upon the closing of the lot. The lien granted to the Developer or Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment as set forth in the document shall constitute a default and this lien may be foreclosed by the Developer or Association.

57. **LEASE, SALE, OR MORTGAGE OF LOT:** Whenever any lot or improvement may be sold by the Owner and any assessments are owed to the Developer or Association,

they shall be collected at closing and paid to the Developer or Association, as applicable.

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

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

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

Each and every one of the aforesaid Covenants, Conditions, and Restrictions, shall attach to and run with each and every one of said lots of land and titles to, and estates therein, shall be subject thereto and the same shall be binding upon each and every Owner and occupant of said property until 2039 and shall be extended automatically to said lots for a successive period of Twenty-Five (25) years thereafter unless, by action of a minimum of Seventy-Five Percent (75%) of the Owners of the lots, it is agreed to change said Covenants in whole or in part, provided further that the instrument evidencing such action must be in writing and shall be duly recorded in the Register's Office of Hamilton County, Tennessee.

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

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

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

WITNESS my hand this Friday, the 25th day of January, 2019.

GT ISSA CONSTRUCTION, LLC

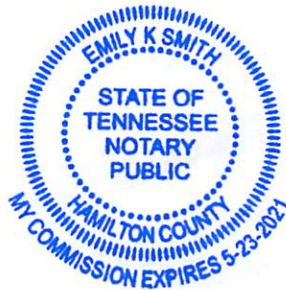
By: _____
Its: CEO

DEVELOPER

STATE OF TENNESSEE

COUNTY OF HAMILTON

On this this Friday, the 25th day of January, 2019 before me, personally appeared Ghasan Issa, the within named bargainer, personally known to me (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be Chief Manager of GT Issa Construction, LLC, a Tennessee limited liability company, and acknowledged that as Chief Manager, he executed the foregoing instrument by signing on behalf of the limited liability company by himself as such officer.



Emily K Smith

Notary

My commission expires: 5/23/21