

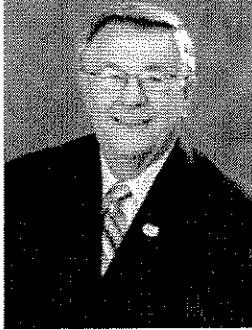


Hamilton County
Assessor of Property
Online Property Inquiry

Bill Bennett - Assessor of Property
 6135 Heritage Park Drive
 Chattanooga, TN 37416
 Phone: (423) 209-7300 Fax: (423) 209-7301
 Hours: Mon - Fri 8:00am-4:00pm except designated holidays

*David
 David
 @HW*

Hamilton County Tennessee
 A great place to work and live.



Welcome!

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- [Assessor of Property Download](#)
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- [Register of Deeds: Property, Deed & Lien](#)
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Property Information

[Back](#)

Owner Name: FELUS CARMEN J & JENNIFER L

[Property Image](#) [Satellite Image](#)

Property Address: 6219 LARAMIE CIR		
Map: 138F	Group: A	Parcel: 035.04
District: 1-CITY	Property Type: 22-RESIDENTIAL	Land Use Code: 116-CONDOMINIUM
Lot Size: 45X120		
Deed Acres: 0.0000		
Subdivision: FRIAR BRANCH TOWNHOMES		
Legal Description: *TOWNHOME FULL VALUE FOR 2007 LT 4 FRIAR BRANCH TOWNHOMES PB80 PG93 OUT OF 138F-A-35 FOR 2006		
Mailing Address: 6219 LARAMIE CIR CHATTANOOGA, TN 37421		

Sales Information

2 results.

DATE	CONSIDERATION	BOOK	PAGE
05/17/2006	\$217,932.00	7957	0595
07/21/2004		7216	0846

Residential Building List

1 results.

STRUCTURE	BASE AREA	ADJUSTED AREA	YEAR BUILT
RS	1988	1988	2006

Commercial Building List

0 results.

Miscellaneous Improvements List

0 results.

File: Preliminary

Instrument: 2006053100029
Book and Page: G1 7957 595
Conveyance Tax \$806.35
Deed Recording Fee \$10.00
Data Processing Fee \$2.00
Probate Fee \$1.00
Total Fees: \$819.35
User: EGORDON
Date: 31-MAY-2006
Time: 08:49:55 A
Hamilton County Register
Hamilton County Tennessee

File No. 060252 cb

Grantee's Address	Mail Tax Bills To	Tax Map/Parcel No.
Carmen J. Felus and wife, Jennifer L. Felus 6019 Laramie Circle Chattanooga, TN 37421	SunTrust mortgage Inc 901 Semmes Ave Richmond, VA WARRANTY DEED 23224	out of 138F-A-035 138F-A-035 138F-A-035.01

Prepared by:
Grant, Konvalinka & Harrison
Suite 900-Republic Centre
633 Chestnut Street
Chattanooga, TN 37450

2/4

IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid the receipt of all of which is hereby acknowledged; S. E. W. CONSTRUCTION, INC., a Tennessee Corporation, do hereby sell transfer and convey unto CARMEN J. FELUS and wife, JENNIFER L. FELUS, the following described real estate located in the City of Chattanooga, Hamilton County, Tennessee:

Lot Four (4), Friar Branch Townhomes, as shown by plat of record in Plat Book 80, Page 93, in the Register's Office of Hamilton County, Tennessee.

Reference for prior title is made to deed of record in Book 7216, Page 846 and Book 7216, Page 849, in the Register's Office of Hamilton County, Tennessee.

The legal description in this deed is taken from the last deed of record.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

- Any governmental zoning and subdivision ordinances or regulations in effect thereon.
- Conditions, restrictions, reservations, limitations, easements, etc., as set out on recorded plat.
- Ten (10) foot private Drainage Easement as shown by dotted lines, or as specified on said plat.
- Ten (10) foot Power and Communication Easement as shown by dotted lines, or as specified on said plat.
- A portion of the property does lie within the 100 year flood zone as set out on recorded plat.
- Taxes for the year of 2006 are to be prorated between the Grantor and the Grantee of even date herewith.

TO HAVE AND TO HOLD the same unto the said CARMEN J. FELUS and wife, JENNIFER L. FELUS, their heirs and assigns, forever in fee simple.

Grantor covenants that it is lawfully seized and possessed of said real estate; has full power and lawful authority to sell and convey the same; that the title thereto is clear, free, and unencumbered except as hereinabove mentioned and it will forever warrant and defend the same against all lawful claims.

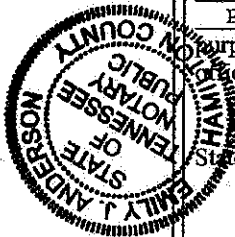
EXECUTED on this the 17th day of May, 2006.

S. E. W. CONSTRUCTION, INC., a Tennessee Corporation

By: Sherrill E. White

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Emily J. Anderson, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Sherrill E. White to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself/herself to be the President of S.E.W. Construction, Inc., the within named bargainor, a corporation, and that he/she, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself, as such officer thereof.



In Testimony Whereof, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 17th day of May, 2006.

Emily J. Anderson
Notary Public

My Commission Expires: 3-29-09

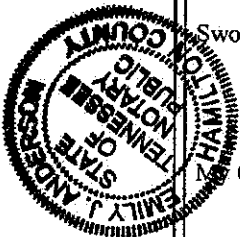
STATE OF TENNESSEE
COUNTY OF HAMILTON

I (or we) hereby offering this instrument for recording within the meaning of the Statutes of the State of Tennessee, under TCA Code Section 67-4-409, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 217,932.00 which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Carma J. Felt
Affiant

Sworn to and subscribed before me this 17th day of May, 2006.

Emily J. Anderson
Notary Public



Commission Expires: 3-29-09

File: Preferred

Prepared By:

H. Owen Maddux
419 N. Market St.
Chattanooga, TN 37405

Instrument: 2009032000218
Book and Page: GI 8883 587
MISC RECORDING FEE \$100.00
DATA PROCESSING FEE \$2.00
Total Fees: \$102.00

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND RIGHTS FOR FRIAR BRANCH TOWNE HOMES**

Date: 3/20/2009
Time: 3:33:38 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

This Declaration made as of the 22nd day of Sept, 2005 by the undersigned, S.E. W. CONSTRUCTION, INC., hereinafter referred to as "Developer."

WHEREAS, Developer owns in fee simple FRAIR BRANCH TOWNE HOMES described in Exhibit A hereto and herein called the "Development"; and

WHEREAS, Developer desires to impose on the lots in the development certain covenants, conditions, restrictions and rights; and

NOW, THEREFORE, Developer hereby declares that the development and all lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights, which are for the purpose of creating uniformity, protecting the value and desirability of said lots, and which shall run with the land, and be binding on all parties now or hereafter having any right, title or interest in said lots or any part hereof, and shall inure to the benefits of each owner thereof,

1. **LAND USE AND BUILDING TYPE.** The lots shall be used for residential purposes only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling, not to exceed two stories in height. Outside flower beds for each unit shall not exceed forty (40) square feet.
2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by Developer or the Homeowners' Association to be created as provided herein as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation.
3. **FENCES.** No fence or wall shall be erected, placed or altered on any lot in the subdivision unless authorized in writing by Developer.
4. **DWELLING SIZE.** Any dwelling erected in the subdivision must contain a total square foot area of living space of not less than seventeen hundred (1700) square feet, which may include both the ground floor and upper floor or floors thereof.
5. **EASEMENT.** Easements to each individual lot for installation of utility lines, sanitary sewage disposal lines and drainage easements are or will be shown on the subdivision plat, and are hereby reserved for the purposes shown. The creation of said easements or right of access shall not prevent the use of the area by the owner for any permitted purpose except location of building thereon. The easement areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Instrument: 2009032000218
Book and Page: GI 8883 587
MISC RECORDING FEE \$100.00
DATA PROCESSING FEE \$2.00
Total Fees: \$102.00
User: HCBCVSTaylor
Date: 3/20/2009
Time: 3:33:38 PM
Contact: Pam Hurst Register

154/

No fence shall be constructed over or along any easement that would interfere with the use and maintenance thereof.

6. **NUISANCES.** No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done, thereon which may be or may become an annoyance or nuisance to the other lot owners.
7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professionally lettered sign of not more than five square feet advertising the property for sale or rent or signs used by Developer or by a builder or a construction lender to advertise the property during the construction and sales period.
9. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and do not constitute a nuisance.
10. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be securely closed. The same shall not be put out sooner than the night prior to garbage service, and shall be retrieved by the lot owner on the same day.
11. **WATER SUPPLY.** No individual water supply system shall be permitted on any lot for any purpose.
12. **RECIPROCAL EASEMENTS.** Certain of the lots have townhouses already constructed thereon, or townhouses in process of construction and Developer proposes to construct a townhouse on each of the remaining lots. In the construction and completion of each said townhouses, certain eaves, roof overhangs and brick veneer attached to the structural walls will or may encroach over or onto the air space of an adjoining lot. There is hereby created on each of said lots so affected an easement, for said encroachments or overhangs created by said construction. In addition to the easements for each of said encroachments or overhangs, there is also granted and retained the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the event that any structure or townhouse is damaged or destroyed and then rebuilt, the easements hereby created shall continue to exist for repair or reconstruction.
13. **EXTERNAL PORTIONS OF IMPROVEMENTS.** Each lot owner shall properly care for and maintain the external portions of the improvements on owner's lots. Owner shall be financially responsible for all of the maintenance of and repairs to said improvements

on owner's lot including, but not limited to, paint, shingles, brick, windows, gutters, landscaping, etc.

14. **PAIN T COLORS.** The original paint colors shall be continued until a change is approved in writing by Developer.
15. **REQUIREMENT TO REPAIR AND REBUILD.** In the event of the damage or destruction of any structure by fire, windstorm, or other cause, it shall be the duty and obligation of the lot owner to restore the same to substantially the same condition that existed prior to such damage or destruction, without undue delay.
16. **TERM.** These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming them under them until January 1, 2040, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change or terminate said covenants in whole or in part. Any such agreement, to be effective, shall be recorded in the Register's Office of Hamilton County, Tennessee, prior to the initial expiration date of the restrictive covenants; or, thereafter, prior to the expiration date of any ten-year period.
17. **MAINTENANCE OF GROUNDS.** All of the lots must from the date of purchase from Developer be maintained by the owner in a neat and orderly condition with leaves, broken limbs, and other debris being removed. In the event that an owner of a lot fails to maintain his lot in a neat and orderly condition, Developer may enter upon such lot without liability, put the lot into an orderly condition and recover the cost of such work from the owner. Each lot owner shall pay an equal share of the cost of grounds maintenance under any service contract approved by the Developer or the Homeowners' Association when and if said Association is established. Developer is exempt from this charge as to any unsold lot or townhouse. The initial maintenance cost to cover grass cutting and some yard maintenance is \$75.00/month payable annually and due when the lot owner purchases the lot and every six months thereafter. The maintenance fee may be increased by the Developer or the Association's Director at any time.
18. **REPAIR TO VEHICLES.** The only repairs to vehicles shall be the changing of a flat tire or the jump-starting of a vehicle with battery jumper cables.
19. **PARKING ON STREETS.** At no time whatsoever shall lot owners be permitted to park their motor vehicles on the street(s) of the subdivision for any amount of time. Overnight and weekend guests may park their motor vehicles on the street if there is not enough space in the townhome driveway. However, this guest usage shall be for a maximum of three days, and an individual guest, guest family, or group of guests may only utilize the three-day privilege once every three months.
20. **MODIFICATION BY DEVELOPER.** The Developer shall have the unrestricted right to alter, change, divide, or subdivide any lot within the subdivision. None of the lots shall be resubdivided by any other owner thereof but shall remain as shown on the

recorded plat except two or more lots or parts of lots may be combined as one in which event the set-back restrictions shall be constructed as pertaining to the exterior lines of the combined lots or parts of lots.

21. **USE AND STORAGE OF VEHICLES.** No trailer, mobile home, junked or inoperable vehicles, tent, shack or other similar structure shall be placed or permitted to remain on any lot, nor shall any incomplete structure be used as a residence, temporarily or permanently. No trailer, travel home, mobile home, inoperable vehicle, boat or other recreational vehicle may be stored or parked on any lot or street in the subdivision. No trailer trucks shall be parked on any of the streets or on any lot.
22. **AMENDMENTS.** Until such times as the Homeowners' Association shall be created by Developer or the lot owners to succeed Developer, Developer shall have the unrestricted right to amend these restrictions in whole or in part. Thereafter, amendments shall be made as provided in the Declaration for the Homeowners' Association. Any such amendment shall be effective from the time it is filed for record in the Register's Office of Hamilton County, Tennessee.
23. **ENFORCEMENT.** Enforcement shall be by proceeding at law or equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys' fees to be considered liquidated damages. Any owner in the subdivision shall have a right to maintain such action; providing, if any owner or owners shall bring such action and shall fail in their suit, they shall be liable to the party or parties sued for damages resulting therefrom including court costs and reasonable attorneys' fees incurred. **All parties agree to waive a jury trial and any action shall be filed in the Chancery Court of Hamilton County, Tennessee.**
24. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be in full force and effect.
25. **HOMEOWNERS' ASSOCIATION.** At the discretion of the Developer, Developer shall cause to be created a Homeowners' Association to which all lot owners must belong. Any common area in the development which is not included in the lots may be conveyed from Developer to the Homeowners' Association. All rights reserved by Developer hereunder shall be automatically transferred to the Homeowners' Association.
- 25.1 **MEMBERSHIP.** Each person or entity who is a record owner of a fee simple interest in any lot which is subject to this Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall automatically be transferred to the new owner by the conveyance of any lot and recording of the deed of conveyance in the Register's Office of Hamilton County, Tennessee, plus payment of any Association initiation fees, assessments, or dues.

Membership shall be appurtenant to ownership of any lot which is subject to the assessment.

25.2 VOTING RIGHTS. The Association shall have one class of voting Membership.

- (a) Lot owners shall have full voting privileges at the annual Association's meeting concerning all common properties, improvements, changes to this Declaration, changes of the Board of Directors, President of the Association, Vice-President of the Association, Secretary-Treasurer, and any interest concerning the Association. Occupants who are not an owner of a lot shall have no vote or voice in the affairs of the Association.
- (b) In no event shall more than one vote be cast with respect to any lot. When an owner signs a proxy, such vote shall be counted when such proxy is in a written instrument delivered to the Secretary of the Association before the vote is counted. Any owner who owns multiple lots shall have one vote for each lot owned.

25.3 BOARD OF DIRECTORS AND OFFICERS.

- (a) **Board of Directors.** The administration of the property on behalf of the Association shall be conducted by a board of directors ("Board") which shall consist of five natural persons of legal age, each of whom shall be a Member in good standing of the Association, and will maintain such representation during the Membership on the board.
- (b) **Initial Board of Directors.** The Developer shall act as the Board of Directors until all rights reserved by the Developer are transferred to the Homeowners' Association. Developer shall have the right to terminate his obligations as Initial Board of directors at any time upon giving notice of intent to do so to all owners and upon the election of the first board of directors and officers as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, as long as Developer is acting as the Initial Board of Directors, Developer shall have the absolute power and right to amend, change, or alter the provisions of this Declaration.
- (c) **Election.** At each annual meeting, the Association shall elect those Members of the Board as set forth herein. Then the members of the Board shall elect the President, Vice-President, Secretary-Treasurer and an Assistant Secretary-Treasurer, who shall serve for one year; provided, however, the Members of the Board elected to succeed the prior elected officers may be elected at a special meeting duly called and specifically called for that purpose by the Board. The Board elected at that special meeting to serve until the first annual meeting of the Association held thereafter. Two Members of the Board shall be elected for a one-year term initially, and three Members of the Board shall be elected for a two-year initial term. Thereafter, two Members of the Board shall be elected

every other year and three Members of the Board shall be elected every other year. The President, Vice-President, Secretary-Treasurer and Assistant Secretary-Treasurer shall be elected each year.

- (d) **Resignation and Removal.** Any Member of the Board, President, Vice-President, Secretary-Treasurer and Assistant Secretary-Treasurer may resign at any time by giving written notice to the President or Vice-President should the resigning Member be the President. Any Member of the Board or elected official may be removed from elected office by a two-thirds affirmative vote of the Association except that a vacancy on the Board shall be deemed to exist in the event of the death of a Member, the disability of a Member, which in the opinion of the majority of the Board, renders such Member incapable of performing his elected duties, or in the event a Member shall cease to be a Member of the Association. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board Member shall elect a successor Member to serve until the next annual meeting of the Association or a special meeting is called for filling vacancies at which time said vacancy shall be filled by the Association for the unexpired term.
- (e) **Compensation.** The Members of Board and elected officials shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.
- (f) **Powers and Authority of the Board.** The Board and elected officers, for the benefit of the Property and the Association shall enforce the provisions of this Declaration, these By-Laws, and Rules and Regulations governing the Property. Subject to any provisions herein, the Board and elected officials shall have the power and authority to acquire and pay for the following, which shall be deemed common expenses of the Association:
- (1) Water, sewer, electrical, lighting, and other necessary utilities for the Common Properties and Property.
 - (2) Legal and accounting services necessary or advisable in the operation of the Common Properties and Property and the enforcement of this Declaration, these By-Laws, and any rules and regulations made pursuant thereto.
 - (3) Painting, maintenance, repair, replacement and landscaping of the Common Properties and Property. The Board shall also have the right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof. Said repairs

shall include the maintenance of the common fencing, common sign, lighting, shrubs, grass and drainage areas.

- (4) Any other materials, supplies, labor, services, maintenance, repairs structural alterations, insurance, taxes, or assessments that the Board is required to secure or pay for pursuant to the terms of this Declaration, these By-Laws, or any Rules or Regulations promulgated or which, in its opinion, shall be necessary or advisable for the operation of the Common Properties and Property or for the enforcement of this Declaration, these By-Laws, or the Rules and Regulations. The Board shall have the exclusive right to contract for all goods, services, including security and insurance payment for which is to be made from Common Expenses.
- (g) **Additional Powers of the Board.** The Board shall have the right to acquire, operate, lease, manage, trade and otherwise deal with the Common Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth herein.
- (h) **Meetings of the Board.** Meetings of the Board shall be held at such places within Hamilton County in the State of Tennessee as the Board shall determine at least once per quarter. Three Members of the Board, which shall include the President or Vice-President and the Secretary-Treasurer, or his appointee from the Board, shall constitute a quorum and if a quorum is present, the decision of the majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President or Vice-President of the Association and the minutes shall be recorded by the Secretary-Treasurer of the Association (or an appointee of the Board). Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by a majority of the Members of the Board.
- (i) **Special Meetings.** Special meetings of the Board may be called by the President of the Association or by any two Board Members.
- (j) **Notice of Meetings.** Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication to all Board Members. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.
- (k) **Waiver of Notice.** Any Members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance of any Member of the Board at any

meeting thereof shall constitute a waiver of notice of such meeting unless a Board Member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

- (l) **Fiscal Year.** The fiscal year shall be determined by the Board.
- (m) **Special Committees.** Special Committees shall be appointed by the President. The Board shall have rights to call for the formation of committees by motion.
- (n) **Rules and Regulations.** The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall be come effective.
- (o) **Limitation on Capital Additions, Etc.** Except as permitted in Article 25.6 and Article 25.9, the Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require an expenditure in excess of \$1,000.00 without approval of the majority vote of the Association; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists upon which should be corrected before a meeting of the Association could be reasonably called and held.
- (p) **Failure to Insist on Strict Performance Not Waiver.** The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in this Declaration, or the By-Laws or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such terms, covenant, condition or restriction, right, option, or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

25.4 THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

- (a) **Quorum.** The presence in person or by proxy at any meeting of the Association of two-thirds (2/3) of the Owners of Lots subject to assessment in response to notice to all owners properly given by mail or hand delivered to each owner, as the case may be, shall constitute a quorum. Unless otherwise expressly provided in this Declaration, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a two-thirds (2/3) majority of the votes which are represented at such meeting. Proxy vote representation shall

be recognized and counted, should Members not submit a proxy then a vote "For" the recommendation of the Board will be assumed.

- (b) **Annual Meeting.** There shall be an annual meeting of the Association on the 3rd Tuesday of July of each year at 6:00 p.m. at FRIAR BRANCH TOWNE HOMES or at any place or time (but not more than thirty (30) days before or after such date) so designed by the Board. The Secretary-Treasurer shall present a review of the expenses for the prior year and a budget for the coming year or any pertinent actions passed by the Board.
- (c) **Special Meeting.** Special meetings of the Association may be held at any time and at any reasonable place to consider matters which require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings shall be called by a majority of the Board, or at least by one-third (1/3) of the Owners by written notice, delivered to all owners not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall contain matters to be considered.
- (d) **Parliamentary Rules.** Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with this Declaration or other such rules adopted by the Board.
- (e) **Officers.** The officers of the Association shall be a President, Vice-President, Secretary-Treasurer and Assistant Secretary-Treasurer. Each officer shall be required to be a Member in good standing; and the President must be a Member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Association and may be removed or replaced by same. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.
 - (1) **President.** The President shall preside at all meetings of the Association and of the Board, and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. The President shall be authorized to provide payment for Association expenses not to exceed \$400.00.
 - (2) **Vice-President.** In the absence or inability of the President, the Vice-President shall perform the functions of the President.
 - (3) **Secretary-Treasurer.** The Secretary shall keep the minutes of all proceedings of the Board and the Association and shall keep such books and records as may be necessary for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded. As Treasurer he shall be responsible for the fiscal affairs of the Board and the Association.

- (4) Assistant Secretary-Treasurer. In the absence or inability of the Secretary-Treasurer, the Assistant Secretary-Treasurer shall perform the functions of the Secretary-Treasurer.

25.4 LIABILITY AND INDEMNIFICATION.

- (a) **Liability of Members of the Board and Officers.** The Members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts performed by them as Board Members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Property, or which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such Board Members and/or officers.
- (b) **Indemnification by Association.** To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a Member of the Board or an officer, or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth herein shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.
- (c) **Costs of Suit in Actions Brought by One or More Members on Behalf of All Members.** No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result

that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs' expenses including counsel's fees and court costs, shall not be charged as a Common Expense.

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

25.5 PURPOSE, USES AND RESTRICTIONS.

- (a) **Common Properties.** The Common Properties shall not be used except for one or more of the following purposes:
- (1) For the installation and maintenance of drainage systems, water lines, sewer lines, gas lines, telephone lines, power lines, cable TV lines, lighting, and all other utility and/or service lines.
 - (2) Ingress and Egress.
 - (3) Construction and maintenance of security fences, gates, alarms, signage, etc.
 - (4) The Common Properties shall remain permanently as open space and there shall be no development of same. No building, structure or facility shall be placed, installed, erected or constructed in or on said Common Properties, unless it is purely incidental to one or more of the uses above specified. Notwithstanding any other provision of this Declaration to the contrary, no amendment shall be made which impair or diminishes the rights of the Members of the Association in the Common Properties.
- (b) No more than one yard sale shall be held by the same owner within any six-month period. Such yard sale shall not exceed two days.
- (c) If any Dwelling Unit shall be used for rental purposes, the Dwelling Unit Owner or his agent shall insure that no objectionable or offensive activity is permitted that might disturb any other Dwelling Unit resident or Owner.
- (d) No more than one birdbath shall be permitted on any Lot and shall be located to the rear of the townhome.

- (e) Each owner shall obtain fire and extended coverage insurance on his Dwelling Unit in an amount which shall be equal to the maximum insurable replacement value as determined annually and shall annually provide a certificate evidencing the existence of insurance to the Secretary of the Association. Each owner shall purchase public liability insurance in an amount not less than \$300,000.00 to protect himself against claims due to accidents within his Dwelling Unit and on the outside ground of his Dwelling Unit and the Common Properties, and annually provide a certificate evidencing same to the Secretary of the Association. Payment of any claim for damage or loss to a Dwelling Unit shall be used exclusively for the cost of repair and restoration of such damaged Dwelling Unit in this entirety.
- (f) Each Owner shall pay his property tax as billed. If any taxing authority shall levy and tax against any Common Properties, then each Owner shall pay an equal share of said tax.
- (g) Annual Termite Contracts are to be kept in force by each Owner with a pest control company of their choice, and annually provide a certificate evidencing same to the Secretary of the Association. This is to insure that no termite damage will occur between Dwelling Units.
- (h) Owners shall promptly remove any deposits or wastes made by their pets upon the Common Properties or the properties of other Owners. All pets must be leashed if walking in the property. Pets shall not be permitted to be a nuisance to the neighboring property owners.
- (i) No outside clotheslines shall be placed on any lot.
- (j) When not in use, garage doors on garages are to remain closed so as to prevent an unsightly view from adjoining landowners and passersby. When possible, all vehicles are to be parked inside the enclosed garage area. When not possible, they shall be parked on the driveway area and not in the yard area.
- (k) All Owners shall maintain their mailbox in accordance with the Developer's uniform design and construction requirements. The mailboxes shall be kept the same color and size as constructed and established by Developer. All house numbers shall be of the same design and size.
- (l) No window air conditioning unit may be located in any part of the dwelling or accessory structure which is visible from any street.

25.6 ASSESSMENTS.

- (a) **Creation of Lien and Personal Obligation of Assessments.** Each owner by acceptance of a deed conveying a lot, whether it be expressed in any such deed or

other conveyance, by submission of such lots to this Declaration hereof, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and pay to the Association annual assessments and special assessments for the purposes set forth in Section 25.6(d) of this Article, at such time as hereinafter provided. The Owner of the lot shall be personally liable to the Association for the payments of all assessments, whether annual or special, which may be levied while such party is Owner of a lot. The assessments, together with 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 such interest from due date to date of payment at a rate set by the Board. The first year's assessment of \$720.00 shall be paid by the buyer to the Association at the closing when Buyer purchases his lot and or unit.

- (b) **Purpose of Assessments.** The assessments levied by the Board shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties and Property. Special assessments shall be used as set forth in Section (d) of this Article.
- (c) **Amount of Maintenance Fee.** The semi-annual assessment per lot shall be \$450.00 payable in advance on May 1st and November 1st of each year. The Developer shall set the assessment until the Homeowners Association is created by the Developer. The Board shall then set the assessment and may change the date when the assessment is due. This assessment may be used by the Developer for maintenance of yards and all common areas.
- (d) **Special Assessments for Improvements and Additions.** The Developer and then the Board may levy special assessments for the purpose of defraying in whole or in part, the cost (more than \$4,000.00) of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties or Property, including necessary fixtures and personal property related thereto or addition to the Common Properties, provided that such assessment shall have the approval of two-thirds (2/3) of the Owners at a duly called meeting of the Association, written notice shall be sent to Members thirty (30) days in advance setting forth the purposes of said meeting.
- (e) **Date of Commencement of Assessments.** The semi-annual assessments shall commence on the date fixed by the Board to be the date of commencement. Such assessment will be due and payable on the same date of each six-month period as so established. The due date shall be fixed in the resolution authorizing such assessment.
- (f) **Lien.** Recognizing that the necessity for providing proper operation and management of the Common Properties and Property entails the continuing

payment of costs and expenses therefor, the Association is hereby granted a lien upon each lot and the improvements thereon as security for payment for all assessments against said lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees and court costs, which may be incurred by the Association in the enforcement of the lien upon said lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

- (g) **Lease, Sale or Mortgage of Lot.** Whenever any lot may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessments which shall be due and payable to the Association by the Owner of such lot; such statement shall include whether there exists any matter in dispute between the Owner of such lot and the Association under this Declaration.

Such statement shall be executed by an Officer of the Association, any leases, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

Should payment of any assessment be in default when such lease, sale or mortgage should be transacted, then the rent, proceeds of purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payment of any delinquent assessment to the Association before payment of any rent, proceeds of purchase or mortgage to the Owner or any lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a lot, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor and the lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

- 25.7 MORTGAGES, MORTGAGEES AND PROCEDURES AND RIGHTS RELATING THERETO.** Subsequent to the recording of this Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual lot. No labor performed or materials furnished with the consent or at the request of a particular Owner shall be the basis for the filing of a mechanic's lien claim against any other lot. If the performance of the labor or furnishing of the materials is expressly authorized by the Association, each Owner shall be deemed to have expressly

authorized and consented to such performance of labor and furnishing of materials, and each Owner shall be liable for the payment thereof in a proportionate share of any due and payable indebtedness, as set forth in this Declaration. An Owner shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Association other than for mechanic's liens as set forth above. Each Owner's liability for any judgment entered against the Association shall be limited to said Owner's proportionate share of the indebtedness, as set forth in this Declaration whether collection is sought through assessment or otherwise.

25.8 DEFAULT/REMEDIES.

- (a) **Event of Default/Notice.** If any Owner (either by said Owner's own conduct or by the conduct of any occupant by said Owner's lot) shall violate any provision of this Declaration, the By-Laws or the Rules and Regulations, and if such default or violation shall continue for twenty (20) days after written notice to the Owner from the Association, or shall occur repeatedly during any ten (10) day period after such written notice, then such violation shall constitute an event of default ("Event of Default") and the Association shall have the power to issue to said defaulting Owner notice not to occupy, control, use and enjoy the Common Properties and to not vote as a Member of the Association.
- (b) **Remedies in the Event of Default.** In an event of default, the Association, or its successors and assigns, or its agent, shall have each and all of the rights and remedies which may be provided for in this Declaration or the laws of the State of Tennessee, or which may be provided or permitted at law or in equity, and may prosecute an action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the lot and ownership interest of such Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the lot and such Owner's interest in the Property, and to sell the same, as hereinafter in this Declaration provided, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum contract rate per annum permitted by law shall be charged to and assessed against such defaulting Owner until paid, and shall be added to and deemed part of said Owner's respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of said Owner's respective share of the Common Expenses, upon the lot and ownership interest in the Common Elements of such defaulting Owner and upon all of said Owner's additions and improvements thereto; provided, however, that such lien shall be subordinate to the lien of any prior recorded first mortgage or security deed on the Property or any portion thereof, or on any interest of such Owner, except for the amount of the proportionate share of said Common Expenses which became due and payable from and after the date on which the said mortgage owner or holder either takes

possession of the lot or interest encumbered by such mortgage or security deed, accepts a conveyance of any interest therein (other than as a security) or files suit or commences other proceedings to foreclose such mortgage or security deed and causes a receiver to be appointed. In the event of default by any Owner, the Board shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner, together with interest thereon at the rate aforesaid. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association. This provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or security deed recorded prior to the date of such amendment, modification, or rescission.

25.9 MAINTENANCE OF STORMWATER DRAINAGE INTERSTRUCTURE. All lots owners shall be responsible for One Ninety-Eight (1/98) of the total cost of upkeep and normal maintenance for all stormwater facilities and structures within the boundary of this development and further if any lot owner(s) fails to pay his pro rata share then the other lot owners shall pay for the upkeep and repairs and said amount not paid shall then become a lien on the property of the lot owner who has not paid.

25.9 GENERAL PROVISIONS.

- (a) **Acceptance of Provisions.** Each Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations imposed hereby shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- (b) **Notices.** Any notices required or permitted to be given under this Declaration unless otherwise specified shall be either personally hand delivered or sent registered or certified mail with return receipt requested, at the respective address of the Owners, or by the Association or to such other address as an Owner or the Association may from time to time designate in writing to the Association. Any notice shall be deemed to have been given at the time it is hand delivered or it is placed in the mails with sufficient postage prepaid.
- (c) **Amendments.** This Declaration may be amended in accordance with the following procedures:

- (1) An Amendment to this Declaration may be considered at any annual or special meeting of the Association; provided however, that if an 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, and if a special meeting, a similar notice shall be included in the notice of the special meeting. Notice of any meeting to consider an Amendment shall also be sent to each Mortgagee listed upon the register of the Association.
- (2) At any such meeting, the Amendment must be approved by an affirmative two-thirds (2/3) vote of those Owners present and voting.
- (3) If an Amendment is approved as set forth in Paragraph 2 of this Section, the Secretary shall mail a true copy of the Amendment to each Owner, informing each Owner that he shall have twenty (20) days from such notice within which to reply, in writing, to the Secretary of the Association and to indicate his approval or disapproval of such Amendment. If seventy-five percent (75%) of those Owners responding within said twenty (20) day period shall indicate their approval of the Amendment, it shall be deemed adopted.
- (4) An Amendment adopted under Paragraph 3 of this Section shall become effective upon its recording in the Office of Register of Hamilton County, Tennessee, and the President and Secretary 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 incapacity of either, the Vice-President 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, lien, or title insurance company that the Amendment was adopted in accordance with the provisions of this Section.
- (5) This certificate referred to in Paragraph 4 of this Section shall be in substantially the following form:

CERTIFICATE

I, Suzette M White, do hereby certify that I am the Secretary of FRIAR BRANCH TOWNE HOMES Owners' Association and that the within Amendment to the Declaration of Covenants and Restrictions and By-Laws for FRIAR BRANCH TOWNE HOMES Owner's Association was duly adopted by the Owners of said Association in accordance with the provisions of Section 25.9 of said Declaration.

Witness my hand this 19th day of May, 2009.


Secretary

- (6) No Amendment shall be made affecting the Common Properties which is in any manner inconsistent with the permitted uses and purposes for such properties set out herein. No Amendment to this Declaration shall be made unless it conforms to any local, county, or state governmental planning and zoning laws and regulations. No Amendment to this Declaration shall be made which shall adversely affect the rights of Mortgagees set out herein.

- (d) **Conveyance of Interest in Common Elements.** The undivided interest in the Common Properties shall not be separated from the lot to which such interest appertains and shall be deemed conveyed or encumbered with the lot even though such interest is not expressly mentioned or described in the deed of conveyance or other instrument.

- (e) **Effective Date.** This Declaration shall be effective upon recordation.

- (f) **Headings.** The headings of paragraphs and sections in this Declaration are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

- (g) **Number and Gender.** As used in this Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

- (h) **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule of property known as the rule against perpetuities, then such provision shall continue in force and effect only until sixty (60) years after the date hereof.

- (i) **Attorney Fees and Court Costs.** In the event any Owner shall violate the restrictions, covenants or obligations herein, the Developer, the Association or other party seeking to enforce restrictions, covenants and obligations shall be entitled to recover, and such violating party agrees to pay damages or other dues for such violations, including but not limited to reasonable attorney's fees and court costs.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed as of the day and date first above written.

S.E.W. Construction, Inc.

By: *Sherrill E. White*
Sherrill E. White, Its President

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Sherrill E. White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of S.E.W. Construction, Inc., the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as President.

Witness my hand, at office in Chattanooga, Tennessee, this 19TH day of March, ~~2005~~ 2009

E. J. Anderson

Notary Public

My Commission Expires: 3-29-09



EXHIBIT "A"
Property Subject to the Declaration

Tract One: Beginning in the center of Noah Reed Road at the Northeast corner of the ten and two-tenths (10.2) acre tract heretofore conveyed by O. P. Worley to L. R. Mullis and wife, Mary Dorothy Mullis, by deed dated December 4, 1933, acknowledged December 9, 1933, and registered May 4, 1938, in Book 763, Page 256, in the Register's Office of Hamilton County, Tennessee; thence North 19 degrees 15 minutes East, along the center of said road, 410 feet; thence North 66 degrees 45 minutes West, 1,065 feet more or less, to the middle of Spring Creek and along the West line of property heretofore conveyed by N. R. Reed to O. P. Worley, by deed dated December 26, 1923, registered January 4, 1924, in Book X, Volume 17, Page 605, in the Register's Office of Hamilton County, Tennessee; thence South 17 degrees 45 minutes West, 410 feet to the Northwest corner of the property heretofore conveyed by O. P. Worley to L. R. Mullis and wife, Mary Dorothy Mullis, hereinbefore recited; thence South 66 degrees 45 minutes East, along the North line of said Mullis lot, 1,056 feet, more or less, to the beginning.

For Prior Deed, See Deed Book 7216 page 849 in the Register's Office of Hamilton County, Tennessee

Tract Two

(Parcel One): Beginning at a stone at the Southwest corner of the property conveyed from Noah Reid to O. P. Worley; thence South 66 degrees 45 minutes East, along the South line of tract, 959 feet to a point; thence North 49 degrees 15 minutes East, 110 feet to the center of a road; thence along the center of road, North 25 degrees East, 335 feet to a point; thence North 66 degrees 45 minutes West, 1,056 feet, more or less, to the middle of Spring Creek and in the West line of the Worley tract above recited; thence South 17 degrees 45 minutes West, 434 feet, more or less, to the beginning.

EXCEPT that part lying within any roads, roadways or rights-of-way.

(Parcel Two): Located in the Southwest portion of Lot Sixty-five (65), of the Carr Farm and described as: Beginning at an iron pipe 959 feet Eastwardly from the Southwest corner of Lot Sixty-six (66), Carr Farm, being a corner at the Frank V. Northup land as shown by deed recorded in Book 1931, Page 687, in the Register's Office of Hamilton County, Tennessee; thence South 67 degrees 22 minutes East, 31 feet to the West line of the present Reid Road; thence Northwardly along the West line of Reid Road, 46 feet to a stake; thence South 58 degrees 15 minutes West, 56.9 feet to the beginning.

EXCEPT any road, roadway or right-of-way extending into, through or over said property.

The above tract 2 includes Lot One (1), McKelvey Gardens, as shown by plat of record in Plat Book 41, Page 352, in the Register's Office of Hamilton County, Tennessee.

For Prior Deed, See Deed Book 7216 page 846 in the Register's Office of Hamilton County, Tennessee.