

STATE OF TENNESSEE, COUNTY OF SEQUATCHIE
THE FOREGOING INSTRUMENT AND CERTIFICATE WERE NOTED IN
NOTEBOOK # 8 PAGE # 122 AT: 11:20 O'CLOCK A 1-31-2001
AND RECORDED IN: Misc BOOK # 57 PAGE # 221
STATE TAX PAID: _____ FEE: 200 RECORRING FEE: 300.0
TOTAL PAID: 500.0 RECEIPT # 8801
WITNESS MY HAND: Berry Hunt & Yarbrough, REGISTER

This Instrument Prepared By:

Developer -

Berry Hunt & Yarbrough
633 Chestnut Street, Suite 850
Chattanooga, TN 37450-0850

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION is made to be effective the 1st day of February, 2001, by BERRY HUNT & YARBROUGH, a Tennessee General Partnership (herein "Developer").

BACKGROUND

1. Developer, as the owner of certain real property located in Sequatchie County, Tennessee, desires to create thereon a development known as Rock Creek Subdivision (sometimes herein the "Development") to be located upon the real property more particularly described as Lots One (1) through and including Lot Twenty Four (24) Rock Creek Subdivision recorded in the Register's Office of Sequatchie County in Book B, Page 53, herein (the "Property").
 2. Developer desires to provide for the preservation of the land and home values when and as the Property is improved and desires to subject the Property to certain covenants, restrictions, easements, affirmative obligations, charges and liens as hereinafter set forth.
- NOW, THEREFORE, the Developer subjects the Property to the terms of this Declaration and declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth (the "Declaration"). The terms and provisions hereof shall be covenants running with the Property and each portion thereof.

PARAGRAPH I DEFINITIONS

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

1.01 Architectural. The Developer shall have sole architectural and design reviewing authority for the Development. The architectural review by the Developer will also include the placement of the residence and other structures, fences, driveways, etc. that are proposed to be constructed upon the property. Home plans are to be compatible in design with homes being constructed in a typical new subdivision in which lot prices exceed \$25,000.00 in value for the year 2001, excepting that well designed log homes will be allowed. A-frames, and geodesic style homes will not be allowed. It is recommended that plans be discussed with Developer prior to the purchase of a Lot or Tract. Approval will be provided by the Developer in writing in the form of a letter or a statement of approval signed on each page of the site plan, floor plan and elevation drawings of the proposed construction. A duplicate copy of plans submitted will be provided to the Developer for Developer's files.

See paragraph VI (6) of these covenants and restrictions for additional clarification and conditions.

1.02 Developer. "Developer" shall mean Berry Hunt & Yarbrough, a Tennessee General Partnership.

1.03 Lot. "Lot and Tract" shall mean and refer to any parcel of land located within the Property that is used or intended for use as a site for a single-family detached dwelling specifically Lots 1 through 24 Rock Creek Subdivision.

1.04 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Register of Deeds of Sequatchie County, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee standing any applicable theory of a Mortgage, shall not mean or refer to the mortgagee or holder of a deed of trust, its successors or assigns, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. The Developer may be an Owner.

PARAGRAPH II
PROPERTIES AND
IMPROVEMENTS THEREON

2.01 Subdivision Plat. The Developer has recorded a subdivision plat, which is recorded in the Register's Office of Sequatchie County in Book 53, Page 53.

PARAGRAPH III
COVENANTS, USES AND RESTRICTIONS

3.01 Residential Use.

(a) All of the Lots in the Development shall be residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in this Declaration and any supplements hereto. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Developer, contain additional covenants and restrictions applicable specifically to the Lot being transferred in addition to the covenants and restrictions contained herein. Prior to the actual issuance of the deed, any additional covenants and restrictions to a specific lot will be agreed to in the written contract between the purchaser and the Developer.

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

(c) No lot may be used as a means of service to business establishments on adjacent property, including but not limited to supplementary facilities or an intentional passageway or an entrance into a business or another tract of land for any purpose including and specifically for the purpose of creating additional building sites or a single building site, whether or not a part of the Property, unless specifically consented to by Developer in writing. An exception is hereby granted to one of either lot 13 or 14 for the purpose of building one (1) residence on the adjoining land now owned by John Richardson and wife. Lots or Tracts 16 and 17 are also excepted from this condition for the purpose of providing access to an adjoining tract now owned by the Developer. In no event will Lots 13, 14, 16 or 17 be used for the purpose of extending public or private roads for the development of additional home sites to be served from the Development.

(d) All homes will be required to have a two (2) car attached garage. Detached garages will not be allowed without the prior written approval of the Developer.

(e) Driveways may be constructed of pavement or gravel. Driveways are to be constructed with a crown to allow drainage and maintained in a condition that will eliminate the appearance of "pot holes".

3.02 No Multi-Family Residences. No residence shall be designed, patterned, constructed or maintained for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time.

(a) A single guest house or "mother in law apartment" will be permitted as long as it is a part of the original lot and contains no more than 1,000 square feet of total area exclusive of porches and decks. A subdivision of any lot to create two or more building sites will not be permitted. Without the prior written approval of the Developer any guest house or "mother in law apartment" must be constructed of the same materials and of equal quality as the primary residence and be erected directly behind the

primary residence within 50 feet of the rear of the primary structure, and no closer than 50 feet to any side property line or 200 feet of any rear property line.

3.03 No Business Use. No residence or other structure shall be designed, patterned, constructed or maintained upon any Lot for use in whole or in part for any business service or activity, or for any commercial purpose. No tractor trucks, tractor-trailer trucks or business equipment shall be parked in driveways or overnight on streets in front of or upon any of the Lots. Neither the foregoing nor any other paragraph of this Declaration shall prevent the Developer or any builder from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses and lots within the Development.

3.04 Minimum Square Footage. No single-family detached dwelling house shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area, exclusive of open porches or screened porches, garages or basements, set forth in this Paragraph. For the purposes of this Paragraph, enclosed living area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, basements and steps. In the case of any question as to whether a sufficient number of square feet of enclosed living area have been provided, the decision of the Developer shall be final. The minimum number of square feet of enclosed living area required is as follows:

- (i) A one-story residence: one thousand, five hundred (1,500) square feet;
- (ii) A multi-story resident: one thousand, two hundred (1,200) square feet on the first floor of such residence and a minimum total of one thousand, eight hundred (1,800) square feet for the entire house.

(a) For any Lot on which a residence has been constructed in accordance with the preceding subparagraph, the Developer, may, in its discretion, allow construction of one (1) detached building containing no more than one thousand, five hundred (1,500) square feet to be used as a garage, storage building, or barn. The Developer may impose such conditions upon its approval of this type of building as it deems desirable. It is the intent of this covenant that all such buildings shall be located to the rear of and within 200 feet of the primary residence.

3.05 Set-backs.

(a) Without the prior written consent of the Developer, no residence, building or other structure shall be erected on any Lot nearer than fifty (50) feet from any property line and in no event within one hundred (100) feet of Peacock Branch or Lewis Creek. Front set-backs from the street right of way will be a minimum of 75 feet without the prior written consent of the Developer. For the purposes of this covenant, open porches shall be considered as part of the building; however, steps, walkways and driveways shall not be considered as a part of the building. No provision

of this Paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable thereto.

(b) For good cause shown, an Owner may petition the Developer for a variance from any of the above set-back requirements. If the Developer grants such petition, the Developer will not oppose such Owner's attempt to obtain a variance from applicable zoning laws and regulations, if required.

(c) Without the prior written approval of the Developer, Lot 2, Rock Creek Subdivision will require the home to face in a Northerly direction and Lot 4 will be required to face Rock Creek Trail.

3.06 Rearrangement of Lot Lines. Except as provided in Paragraph 3.04 (b), not more than one (1) dwelling house shall be erected or maintained on any one Lot. Contiguous Lots may be combined if the Lots have the same Owner for the purpose of erecting an approved dwelling house thereon. Lots may not be resubdivided to create an additional home site. No resubdivision or other rearrangement of lot lines may take place by any party other than Developer without the written approval of the Developer.

3.07 Temporary Structures. No part of any Lot shall be used for residential purposes until a completed dwelling conforming fully to the provisions of this Declaration shall have been erected thereon. In no event shall a mobile home, shed, shack, metal building, modular building or house-type trailer be placed or permitted to remain on any Lot. Neither the foregoing provisions nor any other paragraph of this Declaration shall prevent the Developer from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Developer and/or builders at the sole discretion of the Developer.

3.08 Completion of Construction. Any residence being erected on a Lot shall be completed within twelve (12) months from the date of the pouring of the footings for said residence. In the construction of a residence upon a Lot, the Owner shall keep all debris cleared from the street or streets bounding the Lot. Before any residence is occupied, all debris must be removed from the entire Lot and any damaged roadway shall be repaired to the condition existing prior to the disturbance. Without the prior written approval of the Developer, no construction of any building, out-building, or other improvements on the premises shall be commenced prior to construction of the dwelling house. No debris, old lumber or unsightly objects shall be moved onto any Lot in the Development at any time, including the period of construction of the residence thereon. The exterior of every dwelling shall be completed before occupancy.

3.09 Utility Easement. A perpetual easement for the benefit of the Developer, Sequatchie County and their respective successors or assigns, is reserved over the front ten (10) feet of each Lot for the construction and maintenance of utilities such as electricity, gas, water, sewerage and drainage. The Developer, Sequatchie County or other Owners as applicable, may cut and clear these or other vegetation within that easement area to construct, install, repair or maintain such utility services. The

Developer shall also have permanent non-exclusive easements to install utilities within the portions of the road rights-of-way.

3.10 Building Requirements. All residential buildings or structures of a permanent nature constructed on any Lot shall have full masonry foundations, or other material with the prior written approval of the Developer. No exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, siding or other material with the prior written approval of the Developer to compliment the house. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Developer may make exceptions as to the placement of such roof stacks and plumbing vents.

3.11 Fences. No fences will be allowed on a Lot without the prior written consent of the Developer. Drawings detailing construction of all proposed fences must be submitted to the Developer showing materials, design, height and location. No fence shall be erected or maintained forward of the front corners of a permanent residence. The intent of this restriction is to allow the Developer to determine the location and style of fences to reasonably enhance the overall appearance of the Development. Fences should be approved in writing prior to the purchase of a lot. Failure to remove unapproved fences within 90 days of notice from the Developer to remove any unapproved fence as described above will automatically allow the fence to be removed by the Developer and the cost of removal will be billed to the Owner by the Developer at the Developers actual cost to remove the unapproved fence. Failure to pay any bill within 30 days from the date of the bill will become and constitute a lien upon the property.

3.12 Damage to Other Properties within Rock Creek Subdivision. Any damage done to streets, curbs, gates, fences, or other Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a dwelling or other improvement on a Lot, will be repaired immediately at the expense of the Owner within 30 days from the date of notification to repair damage done. Failure to repair damage done as described above will be billed to the Owner by the Developer at the Developers actual cost to repair the damage. Failure to pay any bill within 30 days from the date of the bill will become and constitute a lien upon the property.

3.13 Signs. Except as provided in Paragraph 4.03 herein, no signs (other than those of the builder and/or construction lender for any residence during the period of construction) shall be erected or maintained on any Lot, without the prior written consent of the Developer. Owners will be permitted to utilize address signs and when applicable a normal size real estate sign stating "for sale" with telephone numbers

and a contact person's name or real estate company. Signs containing any other wordings will not be permitted.

3.14 Service Area. Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, an electrical service entrance, propane or gas tanks, or other ancillary residential functions that by nature may present an unsightly appearance. These types of service areas shall be convenient to the utility services and screened from view from adjacent streets.

3.15 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except in accordance with the terms of this Paragraph. The keeping of dogs, cats, donkeys, horses and household pets, not to exceed four (4) total animals of all species is permitted, providing that nothing herein shall permit the keeping of any animal for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet that consistently barks or makes reasonably objectionable noise to other lot Owners. If the barking or objectionable noises persist, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed a violation of these Declarations. Other or additional animals may be permitted only with the prior written approval of the Developer.

3.16 Unightly Conditions. All of the Lots in the Development must, from the date of purchase, be maintained in a neat and orderly condition in at least as good condition as when purchased by the Owner (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, Developer, or his duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner. Failure to pay within 30 days from the date of the billing will create a lien upon the property.

No basketball goals, soccer goals, etc. shall be placed in the road right-of-way or within the required minimum set-back areas, excepting the area within twenty-five feet (25') of the attached garage.

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

3.18 Sewage Disposal. All dwellings shall be connected to a public sewer or shall have a septic tank and field lines of the type and quality approved by all applicable governmental agencies or authorities. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except

such sewage system as meets the requirements of all applicable governmental laws, regulations and codes.

3.19 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Developer, or its agents, may enter upon any Lot on which a dwelling residence has not been constructed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Developer detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance shall not be deemed a trespass. The Developer and its agents may likewise enter upon a Lot to remove any trash which has collected on the Lot without such entrance and removal being deemed a trespass. The provisions of this Paragraph shall not be construed as an obligation on the part of the Developer and his agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred by the Developer under this Paragraph shall be payable by the Owner of the affected Lot within thirty-days (30) from billing.

3.20 Tree Removal. Without the prior written consent of the Developer, no trees larger than three (3) inches in diameter at breast height shall be removed within the set-back areas provided in Paragraph 3.05 herein except in the construction or installation of a driveway or utility service.

3.21 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view. Such tanks or receptacles may be installed only within a dwelling unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be unsightly, disorderly, in disrepair or offensive.

3.22 Antennas. No antenna, dish, radio receiver or sender or other similar device shall be installed within the set-back areas provided in Paragraph 3.05 or so as to be visible from adjoining Lots or streets. No radio, signal, nor any other form of electromagnetic radiation shall be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot.

3.23 Excavation. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the prior written consent of the Developer is obtained. No ponds or lakes shall be installed on any Lot without the prior written approval of the Developer. Any construction or other activity affecting streams or wetlands on the Development shall be conducted in accordance with all federal and state statutes, laws, rules and regulations.

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

3.25 Laundry. No Owner shall hang laundry from any area within or outside a dwelling residence if such laundry is within the public view.

3.26 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire or other casualty. Variations and waivers of this provision may be made only upon Developer establishing that the overall purpose of these restrictive covenants would be best affected by allowing such a variation. Variations to this Paragraph are to be strictly construed and the allowance of variance for an Owner by the Developer shall not be deemed to be a waiver of the binding effect of this Paragraph upon all other Owners.

3.27 Vehicle Parking. Cars shall be parked only in the Owner's garage, an approved outbuilding or driveway. No school bus, inoperable vehicle, tractor-trailer truck, or large commercial type van shall be stored in the street or outside on the premises at any time, even if not visible from the street. No house trailer, or similar vehicle shall be stored on any Lot. Recreational vehicles, boats, boat trailers, ATV vehicles, dune buggies, tractors, lawn mowers, and other similar machinery shall be stored in a manner that they will not be visible from the street. Where necessary to conform to the foregoing sentence the Owner will provide an approved out building, screening or cover for the storage of this type machinery. Said approvals will be made by the Developer as having sole authority for any approval.

3.28 Maintenance. Each Lot Owner shall, at all times, maintain in good repair all structures located on such Lot, including driveways and permitted fences, and shall keep all vegetation and landscaping in good and presentable condition.

3.29 Hunting. There shall be no discharge of firearms upon any Lot.

3.30 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, or Developer, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which this Declaration applies, may bring an action or actions against the Owner in violation, or attempting violation, and the defaulting Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Developer. Further, the Developer may grant variances of the restrictions set forth in this Declaration if such variances do not, in the sole discretion of the Developer, adversely affect the purposes sought to be obtained hereby.

By reason of the rights of enforcement of the provisions of this Paragraph being given unto Owners of Lots (subject to rights of variances reserved by the Developer), it shall not be incumbent upon the Developer to enforce the provisions of this

Declaration or to prosecute any violation thereof. Developer shall not be responsible or liable for any violation of this Declaration by any person other than himself.

PARAGRAPH IV
COMMON PROPERTY

4.01 Developer Properties and Developer Improvements within Rock Creek: The Developer may install initially one or more entrance signs to the Development and the placement of desired for sale and information signs.

PARAGRAPH V
DETERMINATION OF DISPUTES

5.01 Determination of Disputes. In the event of any dispute or disagreement between the Owners relating to the Property, any questions or interpretation or application of the provisions of this Declaration, such disputes or disagreement shall be submitted to the Developer and any such determination, provided it is not arbitrary or capricious, shall be final and binding on each and all of the Owners, subject to the right of the Owners to seek other remedies provided by laws after such determination.

PARAGRAPH VI
ARCHITECTURAL CONTROL

6.01 Architectural and Design Review.

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

(b) The Developer shall have sole architectural and design reviewing authority for the Development.

(c) No building, fences, or structures of any type, shall be erected, placed, added to, or altered and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such building or structure, drives and parking areas) shall have been submitted to the Developer for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a

manner not previously approved by the Developer shall be subject to prior approval of the Developer as provided in the preceding sentence. The Developer shall give written approval or disapproval of the plans within thirty (30) days of submission. However, if written approval or disapproval is not given within thirty (30) days of submission, the plans shall be deemed to have been approved. Developer may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Developer. In the event of the completion of any dwelling house on any Lot, without any proceedings having been instituted to enjoin the construction thereof, the said dwelling shall be conclusively presumed to have had such approval.

(d) The Developer shall charge a reasonable fee for each application submitted for review. The amount of the fee shall be set in the reasonable discretion of the Developer and shall initially be set at Fifty and No/100 Dollars (\$50.00). In no event will the Developer charge a fee in excess of One Hundred and No/100 Dollars (100.00).

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

6.02 Approval Standards. Approval of any proposed building plan, location or specifications submitted under this Paragraph will be withheld unless such plans, location and specifications comply with this Declaration in the sole unfettered discretion of the Developer. Accordingly, it is advisable to obtain approval of plans and specifications prior to purchase of a Lot. Approval of the plans and specifications by the Developer is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint or comply with applicable zoning laws, building codes or other land use laws or regulations. Each Owner shall be individually responsible for the technical aspects of the plans and specifications for his or her residence and other structures or activities on a Lot as well as the determination that such matters are in full compliance with all laws, codes and regulations or applicable governmental authorities.

PARAGRAPH VII REMEDIES ON DEFAULT

7.01 Scope. Each Owner shall comply with the provisions of this Declaration and the Rules and Regulations adopted from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

7.02 Grounds for and Form of Relief. Failure to comply with any of the provisions of this Declaration, or any rules and regulations promulgated by the Developer shall constitute a default and shall entitle the Developer to seek relief which may include, without limitation, sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Developer or, if appropriate and not in conflict with the provisions of this Declaration by an aggrieved Owner.

7.03 Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer, if successful, shall, in addition to the relief provided for in Paragraph 8.02, be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the defaulting Owner be entitled to such attorneys' fees in defense of his or her actions.

7.04 Waiver. The failure of the Developer or an Owner to enforce any right, provision, covenant or condition which may be granted herein shall not constitute a waiver of any breach of this Declaration, nor shall same constitute a waiver to enforce the terms and provisions hereof in the future.

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

PARAGRAH VIII GENERAL PROVISIONS

8.01 Duration. This Declaration and the terms and provisions hereof shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer or any Owner, their respective legal representatives, heirs, successors and assigns, and shall be effective for fifty (50) years unless and until amended, modified or terminated as provided herein.

8.02 Amendments and Termination. Except as otherwise provided herein, this Declaration may be amended or terminated only in accordance with the following procedure:

- (a) An amendment to or termination of this Declaration may be considered at any special meeting of the Owners.

(b) At any such meeting of the Owners, the amendment or any termination or modification of this Declaration must be approved by an affirmative vote of at least seventy-five percent (75%) of the eligible votes within the Development. Each lot owner shall appoint one person or entity to vote on behalf of each Lot and each Lot shall represent one (1) vote.

(c) An amendment or any termination of this Declaration adopted under Subparagraph (b) of this Paragraph shall become effective upon its recording with the Register's Office of Sequatchie County. The Developer or an appointee of 75% of the then lot Owners shall 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, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Paragraph.

8.03 Notices. Any notice required to be sent to any Owner or mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or mortgagee on the records of the Sequatchie County Tax Assessor at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. Any notice required to be sent to the Developer under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Berry Hunt & Yarbrough
ATTN: Managing Partner
633 Chestnut Street, Suite 850
Chattanooga, Tennessee 37450-0850

The address for the Developer will be available at the Sequatchie County Tax Assessor's Office if changed from the address shown above.

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

8.05 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of neither this Declaration nor any provision hereof.

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

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

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

8.09 Effective Date. This Declaration shall become effective upon its recording in the Register's Office of Sequatchie County, Tennessee.

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

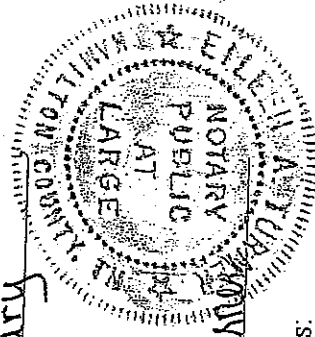
Berry Hunt & Yarbrough, a
Tennessee General Partnership

By: *Porter Yarbrough*
Managing Partner

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Kileen A. Turner a
Notary Public, Porter Yarbrough with whom I am personally
acquainted, and who acknowledged that he executed the within instrument for the
purposes therein contained.

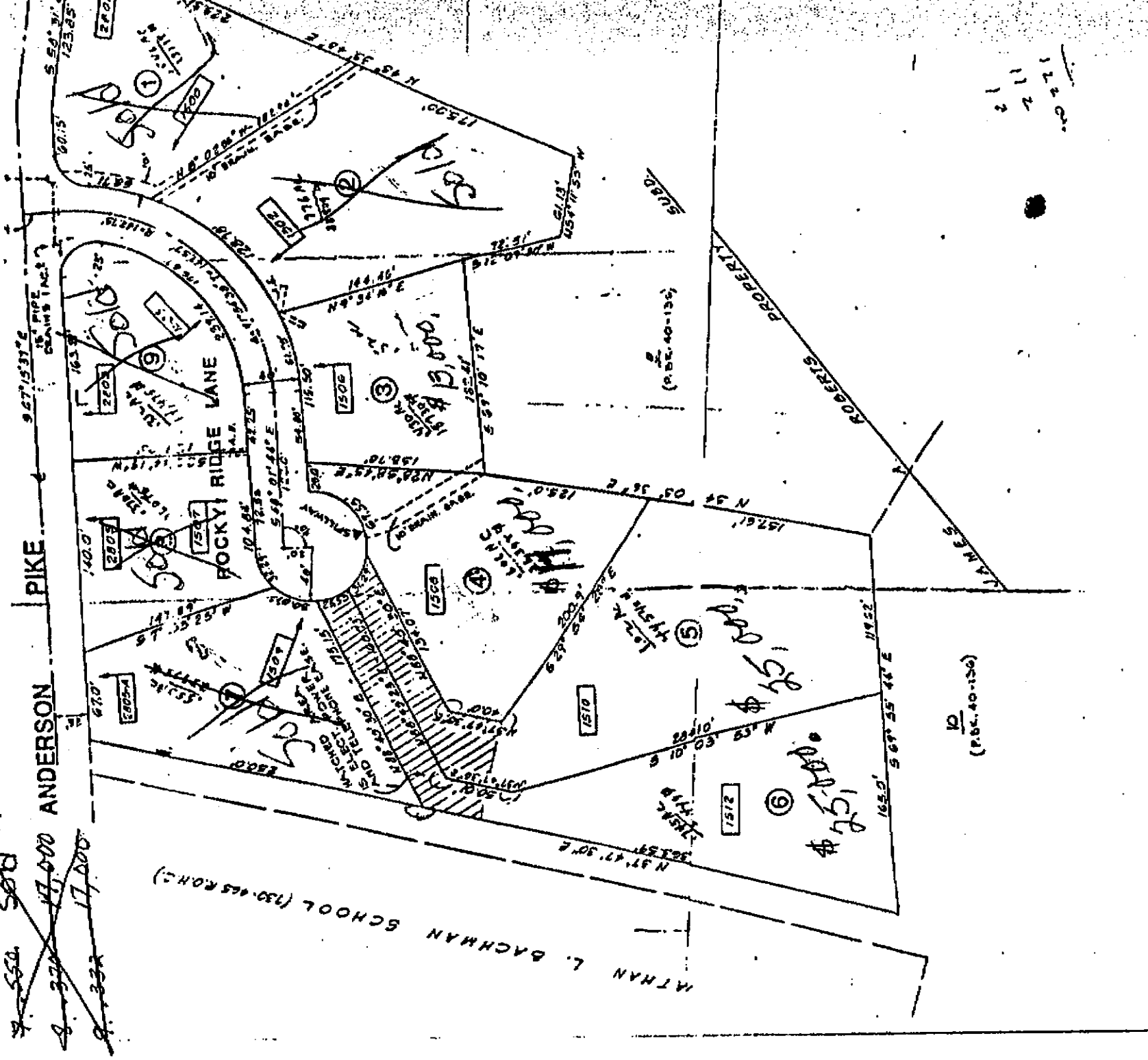
2001 WITNESS my hand, at office, this 31 day of January



Kileen A. Turner
Notary Public
My Commission Expires:

- 2. ~~3.748~~ Sold
- 3. 430 \$13,000 #
- 4. 606 Rocky Ridge \$17,000
- 5. 1.08 \$25,000
- 6. 745 \$25,000.

~~7. 554 Sold~~
~~8. 330 \$17,000~~
~~9. 332 17,000~~



10
(P.B.C. 40-130)

TOTAL P.02

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