

COVENANTS
CONDITIONS
AND
RESTRICTIONS
FOR
"THE TRAILS"
SUBDIVISION

FROM :TIM BALTZ

FAX NO. :4238998774

Apr. 12 2006 09:44AM P3

THIS INSTRUMENT PREPARED BY:
ROBERT J. UHORCHUK, ESQ.
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Contact: Pam Hurst, Register
Hamilton County Tennessee

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2432 Columbine Trl
Chatt, TN 37442

**FIRST AMENDED DECLARATION FOR "THE TRAILS" SUBDIVISION
CONCERNING COVENANTS, CONDITIONS, AND RESTRICTIONS**

This amended declaration is made as of the 28th day of FEBRUARY, 2002, by Cooke Construction, LLC, Tracy Cooke, President/Builder (hereinafter "Builder"), pursuant to the provisions of paragraph 19 of the declaration which grants said Builder the right to amend the declaration, joined by Columbine Trail Homeowner's Association, Inc., a Tennessee nonprofit corporation (hereinafter "Association"), and joined in by all persons hereinafter named, who shall execute this instrument, to wit:

WHEREAS, Builder, pursuant to paragraph 25 of the declaration, filed in the Register's Office of Hamilton County, Tennessee at Book 5303, Page 222, creates and acknowledges the Association and delegates to the Association all of Builder's rights thereunder so that the Association may maintain the management, maintenance and care of common areas of the subject subdivision as well as control and authority over covenants, conditions, restrictions, and rules and regulations of said subdivision, and

WHEREAS, Builder, Association, and all persons herein joined, desire to impose on the lots of the Columbine Trail subdivision the herein contained covenants, conditions, restrictions and rights;

NOW THEREFORE, the Builder, the Association, and all persons joined herein, declare that all lots in said subdivision owned by them 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 all lots, and which shall run with the land and be binding on all parties now and hereafter having right, title and interest in said lots or any part thereof, and shall inure in the benefit of each owner thereof.

1. This amended declaration will supercede the prior declaration at Book 5303, Page 222, and substitute that declaration in its entirety for full force and effect on the subject property and lots.

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2. LAND USE AND BUILDING TYPE: Subject Property shall be used for Townhouse single family residential purpose only, and no building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling.

3. ARCHITECTURAL CONTROL: No structure shall be commenced, erected or maintained on the Property, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This provision includes external awnings, except for those existing at the time of the establishment of the Association.

4. FENCES AND WALLS: No fence or wall shall be erected, place or altered on any lot, other than to the rear of the residence building which may be erected on said lot, and shall be confined within the boundaries of the side lines of said lot, and the same extended to the rear line of the lot. Any fence or wall which may be so erected shall not be more than four (4) feet in height, unless approved by the Board of Directors of the Association. All fences must be constructed of white vinyl material. There shall be no chain link fences.

5. DWELLING SIZE: Any dwelling must contain a total area of enclosed living space of not less than one thousand (1,000) square feet, excluding porches, decks, and garages.

6. EASEMENTS: Easements to each individual lot for installation of sanitary sewage lines and drainage easements are or may be shown on the subdivision plat, and are hereby reserved for the purposes shown. The creation of said easements shall not prevent the use of the area for any purpose permitted under applicable building and zoning laws. The easements for each lot and all improvements in the easements shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Fences shall not be constructed over or along any easement that would interfere with the use and maintenance of the easement areas.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No trailer, motor home, storage building, play structure or other outbuilding shall be placed upon any lot at any time unless approved

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In writing by the Association.

9. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot or common area except one professionally plained sign of not more than five square feet advertising the property for sale or signs used by the Builder or the construction lender to advertise the property during the construction and sales period.

10. **ANIMALS, 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 are maintained according to the Rules and Regulations of the Association. "Household pets" shall be what are commonly considered to be domestic household animals and shall not include exotic animals, farm animals, reptiles, rabbits, chickens or ducks, and other such animals, all of which shall be prohibited from the Property.

11. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash or garbage shall be kept in a clean and sanitary condition. All garbage and trash containers shall be covered and securely closed. Garbage and trash containers shall not be put out sooner than the night prior to garbage service and shall be picked up the same day as garbage service. Any contractor/developer doing construction on Columbine Trail shall keep the construction site as clean and neat as possible.

12. **ENCROACHMENTS, GRANTED EASEMENTS:** Certain of the lots have townhomes already constructed thereon, or townhomes in process of construction. In the course of the construction and completion of each of said townhomes certain eaves, roof overhangs and brick veneer attached to the structure wall will or may encroach over or onto an adjoining lot. There is hereby created on each lot an easement for such overhangs. There is also created the right to maintain and repair the same so long as said encroachments and overhangs shall exist. In the event that any townhome is damaged and needs to be repaired or rebuilt, the easement for reconstruction and the right of maintenance shall continue to exist.

13. **EXTERIOR COLOR:** The color of the roofs and exterior of all townhomes shall be maintained unless a change in color is approved by the Association.

14. **REQUIREMENTS TO REPAIR AND REBUILD:** In the event of damage to or destruction of any townhome by fire, windstorm or other cause, it shall be the obligation of the owner of the townhome to restore the same without undue delay.

15. **REQUIRED OWNER MAINTENANCE:** All lots must be maintained by the owner in a neat and orderly condition with the grass being cut when needed and leaves, broken limbs and other debris being removed. In the event that an owner of a lot fails

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to maintain his lot in a neat and orderly condition, the Association may enter upon such lot without liability, put the lot into an orderly condition, and recover the cost of such work from the owner.

16. **COMMON AREA LANDSCAPING AND MAINTENANCE:** Common area landscaping and maintenance is the responsibility of all owners through the Homeowner's Association.

17. **TREES, SHRUBS AND ADDITIONAL LANDSCAPING:** It shall be responsibility of the lot owner to remove or replace any dead trees or shrubs with like kind. The composition and color driveways, sidewalks, and walkways shall not be altered without the permission of the Association.

18. **ROOFING:** When a Lot (Townhome) is in need of a new roof, from either normal weathering or disaster (wind, fire, etc.), the replacement roofing material shall be of like quality, style and color. If the age and/or weathering of other Lots within a set (townhomes sharing a zero (0) lot line) is such that the roofing does not match, then all Lots within a set shall join together and reroof as one project. It shall be the decision of the Association as the need for reroofing one or all Lots within a set.

19. **RESTRICTIONS:** No trailer, mobile home, junked or inoperable vehicles, tent, shack or other similar item (vehicle or 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 trucks larger than a van or pickup truck shall be parked or kept on any of the streets or on any lot except while loading or unloading.

20. **SATELLITE DISHES, PLAY STRUCTURES, ETC.:** Satellite dishes may be permitted; however, they may not be over twenty-four (24) inches in width. Permission for, and placement of, a satellite dish will be considered by the Association on a case by case basis. Basketball goals and other play structures shall not be allowed on any lot, except as approved by the Association.

21. **VEHICLES PERMITTED:** Vehicles allowed by law to operate on a public highway and Builder vehicles and equipment will be allowed to operate on the street of the subdivision. No other vehicles, motorized or otherwise, will be permitted.

22. **TERM:** These covenants are to run with the land and shall be binding on all owners and all persons claiming under them. These covenants may be terminated or amended by the approval of the owners of not less than sixty percent (60%) of the lots subject to this Declaration. Any such changes shall be effective when recorded in the Register's Office of Hamilton County, Tennessee.

23. **ENFORCEMENT:** Enforcement shall be by proceedings 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

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and reasonable attorney's fees to be awarded to the prevailing party.

24. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

25. **HOMEOWNERS ASSOCIATION:** The owner of each lot shall be a member of the Homeowners Association and each lot shall be entitled to one (1) vote under the documents establishing and governing the Association. All actions to be taken by the Association must comply with the Bylaws for Columbine Trail Homeowner's Association, Inc. This Declaration may be amended by the affirmative vote of the owners of not less than sixty percent (60%) of the lots subject to this Declaration.

26. **AFFIRMATIVE COVENANT TO PAY ASSESSMENTS:** There is hereby imposed upon each owner of each lot, the affirmative covenant and obligation to pay to the Association all assessments determined by the Association in respect to each lot. Each owner shall be obligated and agrees to pay all assessments when due, and any past-due assessments, in accordance with the provisions of this Declaration, and consents and agrees to the lien right hereunder the lot. The liability for assessments is personal to the owner of the lot and may not be avoided by waiver of the use or enjoyment of common areas or exclusive common area, or by abandonment of the lot for which the assessments are made.

27. **CREATION OF ASSESSMENTS:** There are hereby created assessments for expenses of the Association as the board of directors may authorize from time to time to be commenced at the time and in the manner set forth in paragraph 28. Assessments shall be levied equally on all lots for the maintenance of common property, neighborhood expenses, and any other matters as the board of directors of the Association may require. Special assessments may also be assessed and levied equally on all lots as provided in paragraph 28.

28. **PAYMENT OF ASSESSMENTS:** The assessments shall be paid in such a manner and on such dates as fixed by the board of directors of the Association to include payment of common assessments on a monthly basis, quarterly basis, biannual basis or annual basis or other manner as the board of directors determines. Further, the board of directors, upon the affirmative vote of not less than 60% of the members of the Association, may levy special assessments for capital improvements and other repairs necessary from time to time. No membership vote shall be required for special assessments due to budget shortfalls in any year, as a result of an emergency to protect, preserve, or repair common areas. Special assessments pursuant to this paragraph shall be paid in such manner and on such payment schedule as determined by the board of directors.

29. **ESTABLISHMENT OF LIEN:** Any and all assessments, together with interest at a rate not to exceed the highest rate allowed by applicable usury law, as

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computed from the date the delinquency first occurs, and any such late charges and fines as may be established by the board of directors and costs and reasonable attorney's fees may, upon compliance with applicable law, become a lien upon the lot against which each assessment is made and any other assets of the owner. Each assessment, together with interest, late charges, costs, fines, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment arose.

30. This amended Declaration is effective upon recording in the Hamilton County Register of Deeds Office.

IN WITNESS WHEREOF, the undersigned Builder has executed this Amended Declaration this 28th day of FEBRUARY, 2002.

COOKE CONSTRUCTION, LLC

BY: [Signature]
Cooke Construction, LLC
Tracy Cooke, ~~President~~ ATL
Chief Manager

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public at Large, personally appeared Tracy Cooke, with whom I am personally acquainted or proved to me on a basis of satisfactory evidence and who upon oath acknowledged himself to be Chief Manager and/or authorized signatory agent for Cooke Construction, LLC the within-named Builder and that he as such executed the foregoing instrument for the purposes therein contained by signing his name as Builder and Developer.

Witness my hand and seal at office in Hamilton County, Tennessee this 28th day of February, 2002.

[Signature]
NOTARY PUBLIC

My Commission Expires: July 22, 2003



FROM :TIM BALTZ

FAX NO. :4238998774

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JOINDER

The undersigned hereby joins in this Declaration this 28th day of FEBRUARY, 2002.

COLUMBINE TRAIL HOMEOWNER'S ASSOCIATION, INC.

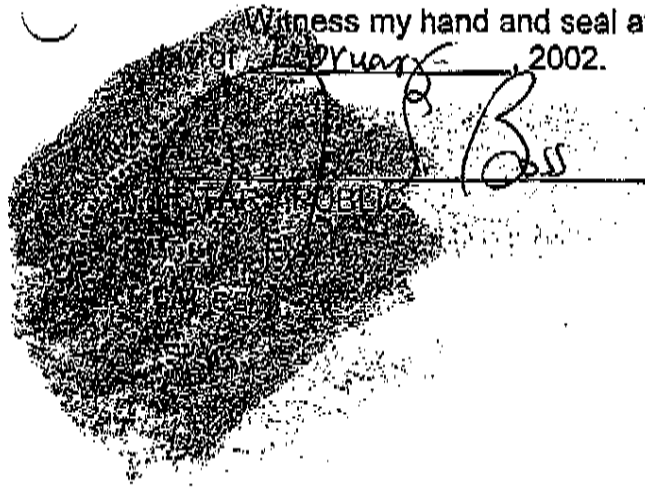
A Tennessee Nonprofit Corporation

BY: Gene A. Sherrill
Gene A. Sherrill, President

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, the undersigned, a Notary Public at Large, Gene A. Sherrill with whom I am personally acquainted, or proved to me on a basis of satisfactory evidence and who upon oath acknowledged himself to be President of the Columbine Trail Homeowner's Association, Inc., the within-named Bargainer, a corporation, and that 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 and seal at office in Hamilton County, Tennessee this 28th day of FEBRUARY, 2002.



My Commission Expires: July 22, 2003

FROM :TIM BALTZ

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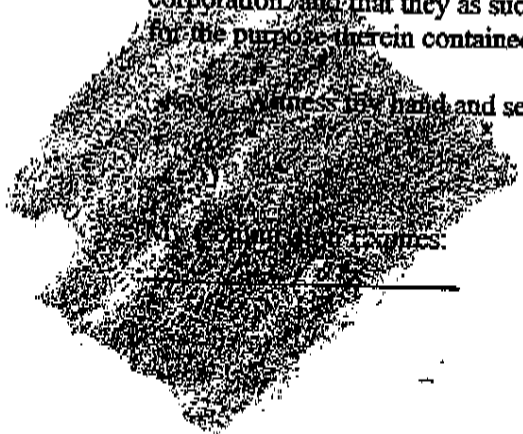
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**STATE OF TENNESSEE
COUNTY OF HAMILTON**

Before me, Brendan Chadwick, of the state and county aforesaid, personally appeared Gene Shearer and Victoria Falls with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be Secretary and President of the Columbine Trail Homeowners Association, Inc., the within named bargainer, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

Witness my hand and seal at office in Chattanooga, TN, This 7 day of February, 2002.

Brendan Chadwick
Notary Public



FROM :TIM BALTZ

FAX NO. :4238998774

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Room 204, County house
Chattanooga, TN
(423) 209-6150

**THIRD AMENDED DECLARATION FOR "THE TRAILS" SUBDIVISION
CONCERNING COVENANTS, CONDITIONS, AND RESTRICTIONS**

This amended declaration is made as of the 18th day of February, 2004, by Columbine Trail Homeowners Association, Inc. ("Association"), pursuant to the provisions of paragraph 19 of the declaration which grants said Association, a Tennessee nonprofit corporation the right to amend the Declaration, and joined in by all persons hereinafter named, who shall execute this instrument, to wit:

WHEREAS, Association, pursuant to paragraph 25 of the declaration, filed in the Register's Office of Hamilton County, Tennessee at Book 5303, Page 222, creates and acknowledges the Association and delegates to the Association all of Builder's rights thereunder so that the Association may maintain the management, maintenance and care of common areas of the subject subdivision as well as control and authority over covenants, conditions, restrictions, and rules and regulations of said subdivision;

WHEREAS, Association, and all persons herein joined, desire to impose on the lots of the Columbine Trail subdivision the herein contained covenants, conditions, restrictions and rights; and

WHEREAS, The votes on passing the proposed amendments to the existing covenants, conditions and restrictions were counted on the 29th day of January, 2004. Pursuant to paragraph 28 of the existing covenants, conditions and restrictions, 22 voted for the amendment, 6 voted against the amendment and 4 did not vote. The amendment passed;

NOW THEREFORE, the Association, and all persons joined herein, declare that all lots in said subdivision owned by them 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 all lots, and which shall run with the land and be binding on all parties now and hereafter having right, title and interest in said lots or any part thereof, and shall inure in the benefit of each owner thereof.

1. This Amended Declaration with the new amendments will supercede the prior Declarations recorded at Book 5303, Page 222; Book 6162, Pages 939 and 946, by adding the following provisions:

LOT MAINTENANCE AND ASSESSMENTS

2. a. All lots shall be uniformly cut and maintained by one or more lawn care companies; which companies shall be selected by the Association;

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Hamilton County Tennessee

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