

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DANBURY COVE**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this “**Declaration**”), made and published as of the 21st day of November, 2017, by DEVELOP CHATTANOOGA, INC., a Tennessee corporation (hereinafter referred to as “**Developer**”).

WITNESSETH:

WHEREAS, Developer is the Owner of certain real property located in Hamilton County, Tennessee known as **Danbury Cove Subdivision**, Tax Map 98-J, Group G, Parcels 1 and 2, as more particularly described in Exhibit A attached hereto, a plat of which is recorded in the Register’s Office of Hamilton County, Tennessee, in Book 110, Page 174 (hereinafter referred to as the “**Property**”) and desires to create thereon a subdivision known as “Danbury Cove” (the “**Subdivision**”).

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

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Subdivision, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created.

WHEREAS, Developer desires to subject the Property, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the “Covenants”) hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.

NOW THEREFORE, in consideration of said benefits, Developer does hereby proclaim, publish and declare that the following Covenants shall apply to all Lots of said Subdivision. Every grantee of any interest in a Lot made subject to this Declaration by acceptance of a deed or other conveyance of such interests (whether it shall be so expressed in any such deed or other conveyance, whether such deed or other conveyance shall be signed by such person and whether such person shall otherwise consent in writing) shall take subject to this Declaration and to all the terms and conditions herein and shall be deemed to have assented to all of said terms and conditions. These Covenants shall become effective immediately, shall run with the land described

in any deed or other conveyance and shall be binding upon all persons claiming under Developer, its successors or assigns until terminated by operation of law or as hereinafter provided.

ARTICLE I
DEFINITIONS

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

“**Association**” shall mean the homeowners’ association to be formed by the Developer.

“**Board of Directors**” or “**Board**” shall mean the governing body of the Association established and elected pursuant to this Declaration.

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

“**Common Properties**” shall mean Lot 18, and shall also include any personal property acquired by the Association if said property is designated as a “Common Property.” All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying accommodations of Owners on a guest or tenant basis. The Common Properties may include but not be limited to entrance area with improvements, entrance and street signs, ponds, and maintenance easement areas. The Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Association.

“**Developer**” shall mean Develop Chattanooga, Inc., a Tennessee corporation and its successors and assigns.

“**Covenants**” shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration as amended from time to time.

“**Declaration**” shall mean this Declaration of Covenants and Restrictions for Danbury Cove and any Supplemental Declaration filed pursuant to the terms hereof.

“**Home**” shall mean any building situated upon the Property designated and intended for use and occupancy by a single family.

“**Lot**” or “**Lots**” shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached Home as shown

upon any recorded final subdivision plat of any part of the Property, with the exception of the Common Properties.

“**Member**” or “**Members**” shall mean any or all Owner or Owners.

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

“**Plat**” shall mean the Property description recorded in Plat Book 110, Page 174, in the Register’s Office of Hamilton County, Tennessee.

“**Property**” shall mean and refer to the real property described in the Preamble, and additions thereto, which is subjected to this Declaration or any supplemental declaration under the provisions hereof. The Property is divided into Lots, all as shown on the Plat.

ARTICLE II PROPERTY; COMMON PROPERTIES; ORGANIZATION

2.1. Property. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the Property and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, used, leased, occupied and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the Developer or the Association for the purpose of erection and maintenance of streets, entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to this Declaration. Every person who is or shall be a record Owner shall be deemed by the taking of such record title to agree to all the terms and provisions of this Declaration.

2.2. Danbury Cove Homeowners Association. Developer shall cause Danbury Cove Homeowners Association (the “HOA”) to be formed within one (1) month from recording of this Declaration or at such other time as determined by the Developer in the Developer’s discretion. The purpose of the HOA is for preserving and enhancing the general quality of the Subdivision. The Association shall maintain and keep in good repair all Common Properties and shall be responsible for the maintenance of all drainage areas originally maintained by the Developer.

Every person who is an Owner is and shall be a member of the Association as more particularly set forth in the Bylaws of the Association.

2.3. Design Review Board. The Association shall appoint a Design Review Board (hereinafter “**DRB**”) for the purpose of approving building plans, elevations, exterior materials and colors, construction specifications, site plans (showing proposed drainage) and landscape plans so as to protect property values in the Subdivision. Any change to the exterior color, finish, or texture of any improvement located on a Lot, including without limitation, the dwelling, the roof on any dwelling, or any fence, must be approved by the DRB. The DRB shall have three (3) members as provided in the Association Bylaws. Notwithstanding anything contained herein to the contrary, the DRB shall not approve any plan in contravention with the Conservation Area Plan attached hereto as Exhibit B (the “**Conservation Plan**”).

2.4. Plan Approval. No dwelling, tool shed, storage building, fence, pool or other structure of any type shall be erected, placed, altered or permitted to remain on any Lot until all required plans have been approved in writing by the DRB. Plans must comply with the Town of Signal Mountain Subdivision Regulations, the Conservation Plan and all other applicable laws. If the DRB fails to approve or disapprove such plans within thirty (30) days after submittal, such plans shall be deemed approved. Plan approval shall not imply approval of engineering, structural design or quality of materials. By approving such plans neither the Developer, the DRB, nor the Association assumes liability or responsibility thereof, nor for any defect in any structure built according to such plans. Neither the Developer, the DRB, the Association, the Board, nor the officers, members, employees and agents of any of them shall be liable in damages to anyone submitting plans to any of them for approval by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans. Each Lot Owner agrees to not take legal action against the Developer, the DRB, the Association, the Board, or the officers, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

2.5. Transfer to the Association. Full control of the Association shall be vested with the Lot Owners upon the later of twenty-four (24) months after recording of this Declaration, or after eighty percent (80%) of the Lots have been sold unless Developer exercises its right of annexation as provided in Section 4.3 herein. Developer reserves the right to release control of the Association to the Lot Owners at an earlier time. If all or substantially all of the Lots are acquired by a builder/developer for purposes of improving for resale, then calculation of eighty percent (80%) shall be determined based upon the Lots sold by such builder/developer. Membership in the Association shall be required of each Lot Owner who shall be granted one share in the Association. Each share shall have one vote as to official Association business. So long as Developer owns any Lots, Developer shall have one share/vote in the Association per Lot owned by Developer.

2.6. Assessments.

a) Each Lot Owner covenants and agrees to pay to the Association all assessments for Common Properties, Common Expenses, maintenance and other official business expenses

approved by the Association's Board of Directors. All such assessments shall be a charge on the Lot and shall be a continuing lien upon the Lot against which assessment is made in favor of the Association, and the Association shall be entitled to file a document evidencing such lien in the Register's Office of Hamilton County, Tennessee. Such lien shall be superior to all other liens and encumbrances on such Lot, except for liens for ad valorem taxes and any deed of trust held by an institutional or governmental lender. After the recording of this Declaration, all other persons acquiring liens or encumbrances on any Lot shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments whether consent is specifically set forth in the instruments creating such liens or encumbrances.

b) Annual assessments shall be levied at a uniform rate per Lot and shall be paid in such manner and on such dates as may be fixed by the Board. Such assessments shall commence on the first day of the thirteenth (13th) month from initial occupancy or initial ownership by the first end user of the lot.

c) Upon transfer for original occupancy, whether by sale or lease, each transferee Lot Owner shall pay a \$100 initiation fee to the Association. The aggregate fund established by such fees shall be maintained in a segregated account for the purpose of insuring that the Association will have cash available to meet unforeseen expenditures.

ARTICLE III
COVENANTS, LAND USE RESTRICTIONS

3.1. Land Use. All Lots shall be used for single family residential purposes only. No more than one residence shall be permitted upon any one Lot. Manufactured homes, modular homes, and mobile homes are specifically excluded from the Subdivision. Each residence shall be built on site. There shall be no business, church, school, day care, kennel or livestock of any kind located upon any Lot nor shall any business of any kind be operated out of any residence. At no time shall any Lot be used in whole or in part as a street or right-of-way or for any utility easement connecting from any street within the Subdivision to any land outside the Subdivision except by the Developer who reserves that exclusive right. All Lots must be used in conformance with the Conservation Plan.

3.2. Building Exteriors. All buildings shall be constructed of new materials, and unless of some non-fading material such as brick, stone or stucco, the same shall be painted and maintained in good condition at all times. This restriction does not preclude using unstained deck materials. Aluminum and vinyl siding are specifically excluded from the Subdivision.

3.3. Construction Standards. The following are minimum construction requirements for each Lot Owner:

- a) The roof pitch of each structure shall be no less than 8/12;
- b) All front and side foundations shall be covered with brick or stone;
- c) No concrete block, painted or unpainted, shall be exposed;
- d) Front yards shall be fescue grass.

Each Lot Owner shall be responsible for the continuation and connection of all underground utilities to his residence and for sidewalk construction parallel to the adjacent street.

3.4. Removal of Trees. Removal of any live tree whose diameter is greater than six (6) inches at a point two (2) feet above the ground must be approved by the DRB, whether such removal is contemplated by the builder or subsequent Lot Owner. This provision shall not apply to trees within the house site.

3.5. Building Location. Dwellings shall be set back from all streets and adjoining land as required by Hamilton County, Tennessee and the Town of Signal Mountain Subdivision Regulations. For purposes of these covenants, eaves, steps, stoops and decks shall not be considered part of the dwelling, provided, however, that this provision shall not be construed to permit an encroachment upon another Lot. All other structures shall be located to the rear of the dwelling and not closer than ten (10) feet to any side property line.

3.6. Dwelling Size. Each single level residence shall have not less than 2,000 square feet of heated and cooled living area exclusive of porches, decks, breezeways and garages. Each multi-level residence shall have not less than 2,500 square feet of heated and cooled living area exclusive of porches, decks, breezeways and garages. Each dwelling shall include at least an enclosed double garage. Carports are specifically excluded from the Subdivision.

3.7. Mailboxes. The DRB shall specify uniform standards for the installation and maintenance of all mailboxes.

3.8. Fences. Fences shall be decorative and restricted to the back yards of the residence. Plans and specifications for proposed fencing shall be approved by the DRB. Chain-link fences are specifically excluded from the Subdivision.

3.9. Building Time Limit. Within twelve (12) months after a building permit is issued by Hamilton County, construction of the dwelling shall be completed and ready for occupancy.

3.10. Nuisances. The following constitute a nuisance per se and are strictly prohibited from the Subdivision:

- a) Noxious or offensive activity;
- b) Anything which may be or become an annoyance to the neighborhood;
- c) Having or allowing abandoned cars, junk or other unsightly debris;
- d) Leaving automobiles, motorcycles, trailers, recreational vehicles, boats, vans or trucks on the street whether disabled or otherwise;
- e) After five (5) days of occupancy, failure to remove any building materials that are visible from the street;
- f) Failure within five (5) months to replace or repair any dwelling which has been destroyed or damaged where such destruction or damage is visible from the street;

- g) Using any portion of a Lot for storage of unsightly materials; and
 - h) Placing a fence, hedge or shrub where it would create a traffic or sight problem.
- 3.11. Garbage and Refuse Disposal. No part of any Lot shall be used or maintained as a dumping ground for rubbish. There shall be no dumping or leaving of any junk or other debris on any Lot. Household trash, garbage or other waste shall not be kept except in closed, sanitary containers and only to the rear of each residence.
- 3.12. Parking. All commercial vehicles and trucks, trailers, campers, boats and recreational vehicles shall be parked so as not to be visible from any public street or road or from any other Lot. Some commercial vans, however, may be allowed. No vehicle (including motorcycles, mini bikes, scooters, go-carts and the like) shall be parked on the street. No disabled, wrecked or otherwise unusable truck, automobile, motorcycle or similar equipment may be brought onto any Lot for the purpose of dismantling same. Adequate off-street parking shall be provided by Lot Owners for the parking of automobiles owned or invited by such Owner, and said Owners shall not park their vehicles on adjacent streets as a matter of course. Off-street parking is only allowed in the garage or driveway and not on the lawn.
- 3.13. Damages. During home construction damage rendered to the Subdivision by a builder's subcontractors or suppliers shall become the liability of the Lot Owner. Such damage includes, but is not limited to, broken curbing or storm drain facilities, concrete spills on roads, cracked asphalt or erosion and flood damage to adjacent Lots, property or streams.
- 3.14. Antennas. TV antennas, radio antennas or satellite dishes shall not be allowed in the Subdivision; except, however, a satellite dish less than 24" in diameter shall be allowed provided its location is approved by the Association.
- 3.15. Streets and Driveways. Each Lot Owner, particularly during construction, shall keep clean and in good repair the streets adjacent to said Lot. During construction each Lot Owner shall install and maintain a temporary gravel drive until a permanent concrete driveway is built.
- 3.16. Street Dedication. The street shown on the Plat is hereby dedicated to Hamilton County for public use.
- 3.17. Signs. No sign of any kind shall be displayed to the public view on any Lot without the prior written consent of the DRB except:
- a) When offering a Lot or residence for sale or for lease, not more than one professionally lettered "For Sale" or "For Lease" sign having a maximum area of three (3) square feet;
 - b) Professional security signs;
 - c) Signs required by legal proceedings; and
 - d) Signs erected by the Developer or its agents to advertise the property during the construction and sales periods.

e) Notwithstanding the foregoing, the Association shall have the right to erect reasonable and appropriate signs.

3.18. Animals. No animals, livestock or poultry of any kind may be raised, bred, kept or permitted on any Lot, except for dogs, cats or other usual and common household pets in reasonable number as determined by the Association; provided, however, those pets which, in the sole discretion of the Association, endanger the health of or constitute a nuisance to any Lot Owner or adjacent property Owner, may be removed by the Association. No pets shall be kept, bred, or maintained for any commercial purpose. All pets shall be restrained by leash or fence. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot unless plans and specifications for such structure have been approved by the DRB.

3.19. Conservation Area. An “Undisturbed Vegetative Buffer Area” is shown on the recorded Plat as crosshatched area appended to and/or appurtenant to Lot 18. These areas are to remain undisturbed as to building or placement of structures of any kind including fences, sheds, outbuildings, pools or any other similar structure. No vegetation or tree with a diameter greater than two inches may be cleared, cut or removed from said area for the duration of the effective time of these Covenants. This restriction is not intended to prevent clearing of underbrush for fire safety or other conservation-minded reasons. Violation of this provision resulting in damages to another Owner in the subdivision shall be actionable by that Owner in a court of competent jurisdiction in the State of Tennessee.

3.20. Miscellaneous.

- a) Swing sets, trampolines, playground equipment or other recreational items shall be located to the rear of all residences.
- b) Above ground swimming pools, clothes lines and window-mounted air conditioners are specifically excluded from the Subdivision.
- c) No fuel or water tanks shall be stored or maintained upon any Lot in such manner as to be visible from any public street or road or from any other Lot.
- d) No temporary structure, trailer or camper shall be used as a residence.

ARTICLE IV
DEVELOPER'S RIGHTS

4.1. Easements. Easements are reserved by the Developer and/or the Association, and their successors or assigns, for access to, installation and maintenance of utilities, drainage facilities, storm sewers and sanitary sewers as depicted on the Plat, and for all slopes along the boundaries of public streets built in the Subdivision. Drainage flow shall not be obstructed nor diverted from drainage swales and/or storm sewers as shown on the Plat.

4.2. Right To Amend. From time to time and at any time the Developer reserves the right to amend the Plat of unsold Lots to accommodate site plan changes, utility easements, Lot size

changes and other development matters. Any divided or created Lot shall for the purpose of these restrictions be considered a separate Lot.

4.3. Annexation. The Developer shall have the unilateral right, privilege and option from time to time at any time until seven (7) years after the recording of this Declaration to subject additional land to this Declaration and the jurisdiction of the Association by recording a Supplementary Declaration describing the land being subjected. Such annexation shall be effective upon the recording of a Supplementary Declaration unless otherwise provided in the Supplementary Declaration. As long as the existing Lot Owners' rights are not adversely affected, the Developer may unilaterally amend this Declaration to reflect the different character of any such annexed land.

4.4. Amendment. This Declaration may be amended by the Developer at any time before control of the Association is vested with the Lot Owners without joinder of any party. Between the fifth and thirtieth years, any amendment must be approved by not less than eighty percent (80%) of the Lot Owners. After the thirtieth year, any amendment shall require approval of not less than sixty percent (60%) of the Lot Owners. Provided, however, that this Declaration shall not be amended in any way that might impair or defeat the Conservation Area Plan. Further, this Declaration may be amended unilaterally from time to time at any time by the Developer if such amendment:

- a) Is necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, regulation or judicial determination which shall be in conflict herewith;
- b) Is necessary to enable any title insurance company to issue title insurance coverage with respect to Lots subject to this Declaration;
- c) Is required by an institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser to make or purchase mortgage loans on the Lots subject to this Declaration; or
- d) Is necessary to enable any governmental agency or title insurance company to insure or guarantee mortgage loans on the Lots subject to this Declaration.

ARTICLE V
PROTECTIVE COVENANT VIOLATIONS

5.1. Liability. If any person bound to observe and comply with these Covenants shall violate or attempt to violate any covenant while the same is in force, it shall be lawful for the Developer (so long as Developer owns property in the Subdivision) or any other owner of an interest in land subject to these Covenants to prosecute any proceeding at law or in equity against such violator either to restrain violation, to enforce personal liability or to recover damages. The violating Lot Owner shall be liable to the prosecuting party or parties for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings. Said cost and attorney fees shall be prescribed as liquidated damages. The offending Lot Owner shall also be liable for any other additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violation.

5.2. Enforcement. The Developer and/or the Association shall have the right to enter upon any Lot in the Subdivision to abate or remove any structure, thing or condition which violates this Declaration. Unless an emergency situation exists, the Developer and/or the Association shall give the violating Lot Owner ten (10) days written notice of its intent to exercise this right. Notwithstanding the foregoing, vehicles may be towed after reasonable notice. All enforcement costs, including but not limited to reasonable attorney's fees actually incurred, shall be assessed against the violating Lot Owner and shall become a continuing lien against said Lot and collectable by the Developer and/or Association as other assessments described in Section 2.6 herein.

ARTICLE VI
LOT OWNER RESPONSIBILITIES

6.1. Lot and Yard Maintenance. To maintain the beauty and property values in the Subdivision, each Lot Owner shall be responsible for keeping his Lot, whether vacant or occupied, in a neat and attractive condition by mowing, trimming, etc.

6.2. Notices. In the event an Owner leases a Lot in the Subdivision, the Owner, within ten (10) days after the effective date of such lease, shall provide the Developer and/or the Association, in writing, with the name of the tenant and such other information as the Developer and/or the Association may reasonably require. Upon acquisition of a Lot, each new Lot Owner shall provide the Developer and/or the Association, in writing, the name and mailing address of the new Lot Owner and such other information as the Developer and/or the Association may reasonably require.

6.3. Leasing. If an Owner leases his Lot, the lease shall have a minimum term of six (6) months. All leases shall require that the tenant acknowledge receipt of a copy of this Declaration. The lease shall also obligate the tenant to comply with the foregoing.

6.4. Compliance With Laws, Regulations and Ordinances. Each Owner shall comply with all laws, regulations and ordinances which are applicable to the Lot.

ARTICLE VII
GENERAL PROVISIONS

7.1. Term. Upon recording this Declaration the covenants and restrictions herein shall be binding upon all parties claiming under them for a term of twenty (20) years, at which time said covenants shall be automatically extended for successive periods of ten (10) years each; unless two-thirds of the then Lot Owners vote to change such covenants and restrictions in whole or in part. For the purpose of this voting each Lot shall have one vote.

7.2. Insurance.

a) The Board shall have the authority to and may obtain insurance for the Common Property against loss or damage by fire, vandalism, malicious mischief and other hazards as are covered under standard extended coverage provisions for the full insurable value of the Common Property and against such other hazards and for such amounts as the Board may deem advisable.

Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association.

b) The Board shall also have the authority to, and may obtain comprehensive liability insurance in such amounts as it deems desirable and worker's compensation and other liability insurance as it deems necessary or desirable.

c) The Board shall also have the authority to obtain such other insurance as it deems necessary or desirable and increase insurance limits in such amounts from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association and members of any committee appointed pursuant to the Bylaws from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such committee. The premiums of such all insurance shall be a Common Expense.

7.3. Severability. Whenever possible each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration or the application thereof to any person or to any Lot shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

7.4. Non-Waiver. The failure of either the Association or the Developer to insist in any one or more cases upon the strict performance of the terms, covenants, conditions, provisions or agreements herein shall not be construed as a waiver in the future enforcement of any such terms, covenants, conditions, provisions or agreements. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed to have been made unless expressed in writing and signed by an authorized representative of either the Developer or the Association.

7.5. Zoning. Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of a conflict between zoning restrictions and the Covenants contained herein, the more restrictive provision shall apply.

7.6. Captions. Paragraph captions herein are inserted for convenience only and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular sections to which they refer.

7.7. Gender. Whenever the context herein shall require, the use of any gender shall include all genders, and the singular shall include the plural and vice versa.

[Signature Page Follows]

Signature as Developer the 21st day of November, 2017.


DEVELOP CHATTANOOGA, INC.

By: 
Stephen B. Lepley, President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, the undersigned Notary Public in and for the State and County aforesaid, personally came **Stephen B. Lepley**, with whom I am personally acquainted, and who upon oath, acknowledged himself to be the **President of Develop Chattanooga, Inc.**, the within named bargainer, a corporation, and that he, as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of Develop Chattanooga, Inc. by himself as President.

Witness my hand and Notarial Seal, this 21st day of November, 2017.


Notary Public

My Commission Expires: 2/10/18



Riverbirch Homes of Chattanooga, LLC, owner of lots 2, 10 and 15 in the said subdivision, hereby joins in and approves these Covenants and Restrictions.

RYEBIRCH HOMES OF CHATTANOOGA, LLC

By *James J. Ames*

Title:

**STATE OF TENNESSEE
COUNTY OF HAMILTON**

On this the 21st day of November, 2017, before me personally appeared *James Hensley* with whom I am personally acquainted, and who upon oath, acknowledged himself to be the *Managing Member* Riverbirch Homes of Chattanooga, LLC., the within named bargainer, a limited liability company, and that he as such *Managing Member*, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as such *Managing Member*
2/10/18

My Commission Expires:

James J. Ames
NOTARY PUBLIC

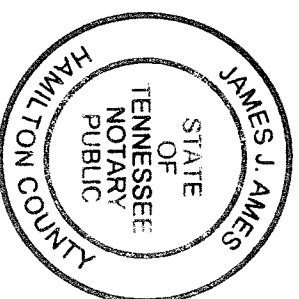


EXHIBIT 'A'

LOCATED IN THE TOWN OF SIGNAL MOUNTAIN, HAMILTON COUNTY,
TENNESSEE:

Lots One (1) through Eighteen (18), Danbury Cove Subdivision, as shown by plat of record in Plat Book 110, Page 174, in the Register's Office of Hamilton County, Tennessee.

For prior title see deed recorded in Book 10360, Page 653, in the Register's Office of Hamilton County, Tennessee.

EXHIBIT B

Danbury Cove Conservation Area Plan

Danbury Cove is a conservation subdivision. The conservation easement is a vegetated area of not less than 25% of the subdivision and is defined and detailed on the final plat as Lot 18.

The required open space shall be subject to a conservation easement that will be held by the Developer and/or the Danbury Homeowners Association (the "Association"). The holder of the conservation easement shall ensure compliance with all state, federal, and local laws and regulations applicable to such land. In addition, the following criteria shall be met:

1. The Developer and/or Association shall, upon request, provide the governing entities a description of the organization of the proposed association, including its by-laws, and all documents governing maintenance and use restrictions for the conservation area.
2. The Developer and/or Association shall provide oversight for the conservation easement including the subdivision detention pond.
3. Membership in the Association shall be mandatory for all purchasers of lots within the subdivision and their successors in title.
4. The Association bylaws shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in his dues. Such dues shall be paid with the accrued interest and/or penalties before the lien may be lifted.
5. The Association shall, upon request, annually provide to the Town of Signal Mountain a listing of the names, addresses, and telephone numbers of all their officers and board members.
6. The conservation easement shall remain in a natural state and human impact should be minimal. Transplanted vegetation should be native to the area. Building, dwellings, garages, sheds, and other man-made structures are prohibited in the conservation easement. Field lines for homes adjacent to conservation easement space are permitted.
7. The cost and responsibility of maintaining the conservation easement shall be borne by the Association. The Association through its board of directors shall inspect or cause to inspect the conservation easement, all common areas, and the detention pond, on no more than monthly basis, to identify and remove all waste and debris. The Association shall anticipate and include the cost of maintaining the conservation easement in its annual budget process.