

Instrument prepared by and please return to:

Ensign Law

6111 Shallowford Road

Suite 105C

Chattanooga, TN 37421

BYLAWS OF RAMSEY OAKS HOMEOWNER ASSOCIATION

ARTICLE I NAME

The following provisions shall constitute the Bylaws of RAMSEY OAKS (the "Bylaws"); RAMSEY OAKS (the "Association"), which shall, along with the provisions of the Charter of the Association (the "Charter"), and the rules and regulations adopted by the Board of Directors of the Association (the "Rules and Regulations"), govern the administration of the Association.

ARTICLE II OFFICES

The principal office of the Association shall be located at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III PURPOSES

The purposes of this Association shall be to provide for the establishment of a homeowner's association within the residential development known as Ramsey Oaks Residential Subdivision (the "Development") located in Chattanooga, Tennessee for the mutual benefit of the residents who become members of the Association (the "Members"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowner's associations by

the Internal Revenue Code of 1986 and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented.

ARTICLE IV Statutes and Limitations

To carry out the program of the Association and to make effective representations on behalf of its members, the Association shall be organized as a non-profit, nonstock corporation. No asset of the Association shall benefit any officer or member. The Association shall not participate in partisan political activity.

ARTICLE V Board of Directors Powers and Authority of the Board

- A. The fee simple or leasehold interest in any real or personal property for the mutual benefit of the members of the Association.
- B. The services of a person or a firm to manage its affairs (herein called the "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or furnished by the Manager. All persons employed to manage or assist management or maintenance of the Property shall be employed at the will of the Board, provided that a Manager may be employed for successive periods not exceeding a three (3) year term in each period. The Board may delegate any of its duties, powers, or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.
- C. The services of a person or a firm to provide security for the Development to the extent, and in such manner (fixed or roving or a combination thereof) as allowed by law and is determined by the Board to be necessary or proper.
- D. Legal and accounting services necessary or advisable in the operation of the Association and the enforcement of these Bylaws; Rules and Regulations made pursuant thereto; and on behalf of any Member of the Association, any recorded covenants and restrictions affecting the Development.
- E. Officers and Directors Liability Insurance covering the officers and Directors of the Association acting in such capacity.
- F. A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Board, Association and Members as obliges, in an amount to be determined from time to time by the Board.
- G. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that, in the Board's opinion, shall be necessary or advisable for the operation of the Association or for the enforcement of these Bylaws, or the Rules and Regulations.

The Board shall have the exclusive right on behalf of the Association to contract for all goods, services, including security personnel, and insurance. This provision shall not be construed to prohibit the Board from delegating such authority to the Manager, as it deems proper.

Additional Powers of the Board.

- A. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with real and personal property as may be necessary or convenient in the operation and management of the Association, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed agents of the Members and as such shall manage, maintain, and improve such properties and also collect, conserve, and allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with these By Secretary. The Secretary shall keep minutes of all proceedings of the Board and the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the Association and the Board, including the minute book wherein the resolutions shall be recorded. The secretary shall keep a list of all Members in good standing.
- B. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board. The Treasurer will provide the secretary a monthly update of dues paying Members.

ARTICLE VI **LIABILITY AND INDEMNIFICATION**

Liability of Members of the Board and Officers.

The members of the Board, the officers and any agents and employees of the Association shall:

- (1) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

(2) have no personal liability to a Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such;

(3) have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and

(4) have no personal liability arising out of the use, misuse or condition of the property of the Association, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

Indemnification by Association.

To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VI shall be paid by the Board on behalf of the Association.

Costs of Suit in Actions Brought by One or More Members on Behalf of All Members.

No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs expenses, including reasonable counsel 's fees and court costs, shall be a general expense of the Association unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers,

employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs expenses, including counsel 's fees and court costs, shall not be charged as an Association expense.

Notice of Suit and Opportunity to Defend.

Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Members, who shall promptly give written notice thereof to the Board and shall be defended by such Members at their expense.

ARTICLE VII **MEMBER COMPLAINTS**

Scope.

The procedures set forth in this Article for Member Complaints shall apply to all complaints regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or of the Board of Directors of the Association.

Grievance Committee.

There shall be established by the Board a Grievance Committee (referred to in this Article as the "Committee") to receive and consider all Member complaints. The Committee shall be composed of the President of the Association and two other Members appointed by and serving at the pleasure of the Board of Directors.

Form of Complaint.

All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Complaints are to be addressed to the President of the Association and sent in the manner provided for sending notices.

Consideration by the Committee.

Within twenty (20) days of receipt of a complaint, the Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reasons therefor. Within ten (10) days after notice of the decision, the complainant may proceed; but if complainant does not, the decision shall be final and binding upon the complainant.

Hearing Before the Committee.

Within ten (10) days after notice of the decision of the Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Committee. Such hearing will be held within twenty (20) days of receipt of complainant's request. The complainant, at his expense, and the Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two members of the Committee and may be adjourned from time to time as the Committee in its discretion deems necessary or advisable. The Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Questions of Fact: Arbitration, the decision shall be final and binding upon the complainant.

Questions of Law.

Legal counsel for the Association shall decide all issues of law arising out of the complaint, and such decisions shall be binding on the complainant.

Questions of Fact; Arbitration.

If there shall be any dispute as to any material fact, either the Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Hearing Before the Committee, submit the same to arbitration in accordance with the provisions for arbitration adopted by the Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Committee. In the event of arbitration, each party shall bear one-half of the expense thereof.

Exclusive Remedy.

The remedy for Member complaints provided herein shall be exclusive of any other remedy, and no Member shall bring suit against the Committee, the Association, the Board of Directors or any member of same in his or her capacity as such member without first complying with the procedures for complaints herein established.

Expenses.

All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Committee incident to such complaint shall be deemed a Common Expense of the Association.

ARTICLE VIII **GENERAL PROVISIONS**

Businesses.

Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

Severability.

The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

Books and Records.

The books, records and papers of the Association shall be subject to inspection by any Member. A Member desiring to inspect the books and records shall furnish a written request to the Secretary, and a mutually convenient appointment shall be arranged for the inspection. The Charter and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association (Ramsey Oaks Residential Subdivision, P.O. Box 757, Flintstone, GA 30725), where copies can be purchased at reasonable costs.

Noise/ nuisance.

All owners, guests, tenants, and occupants shall reduce noise levels between 10 p.m. to 8 a.m. so that neighbors are not disturbed, at "no time" are musical instruments, radios, TV, boom boxes, (cars with boom boxes or radios/ CDs turned up) or dogs continuously barking, to be so loud as to create a nuisance either by residents or cars or outside in the yards of your townhomes/ homes.

ARTICLE IX **OWNER'S RESPONSIBILITIES**

Offensive Activities.

No owner, renter, occupant, or guest may use or maintain his or her unit, or common area for any purpose, or in any manner which is contrary to any applicable laws, rules, regulations or requirements of any governmental authority, or for any purpose which would be considered a nuisance or be offensive in our community.

Outbuildings/ Boats, RVs.

No tents, shacks, barns, or storage units behind your townhome may be too large or too high to be visible from the street; any tiny houses, boats, RVs or other outbuildings shall not be kept on any lot at any time.

Short term rentals, vacation rentals or tourist homes.

Short term rentals, vacation rentals, tourist homes or any similar homes are permitted in our community of Ramsey Oaks Residential Subdivision.

Maintenance of units.

Each owner is responsible for maintaining their unit at all times. Owners shall maintain all units in a neat and attractive manner in uncluttered conditions. Fences, gates, outside exteriors and roofs shall be kept in good repair while grass and shrubs shall be cut and trimmed regularly. Nothing should be attached to other units including privacy fences. No fences allowed in front yards.

Speed limit.

The speed limit in our community of Ramsey Oaks Residential Subdivision is 25 mph or as posted. Speeders or reckless driving shall be reported to the board, to the Chattanooga Police Dept. and also to the Hamilton County Sheriffs Dept.

Violations/ fines.

Any violations by any unit owner, renter, occupant, or visitor to any of Chattanooga City ordinances or Ramsey Oaks Residential Subdivision's rules, regulations or Bylaws and covenants is subject to:

1. With respect to any City Code violations, a report being filed with the Chattanooga City Chief Code Inspector at City Hall, and

2. Fines associated with any violations of the City and Ramsey Oaks Residential Subdivision's Bylaws, rules and regulations, or covenants are set by the board and at the board's discretion are as follows for the purpose of all rules, and regulations, Bylaws and covenants:

- 1) First offense. Letter from the board or a phone call
- 2) Second offense. \$50 fine
- 3) Third offense. \$100 fine
- 4) Forth offense. \$150 fine

All fines must be paid within thirty (30) days or late fees will be added. Ramsey Oaks Residential Subdivision will be forced, if not paid, to turn it over to the board's attorney, which will result in added reasonable attorney fees and expenses and putting a lien on owner's property until such amounts are paid.

ARTICLE X MEMBERSHIP

Membership of the Association is assumed by the Ramsey Oaks Residential Subdivision property owner as mandated in the Restrictive Covenants, recorded simultaneously herein with the Register of Deeds for Hamilton County, Tennessee for lots 1 through 15.

A Voting Member shall be a household within the boundaries of the subdivision whose annual dues are paid current. Each household within the subdivision shall be entitled to one vote.

Dues will be determined by the voting members. The dues are subject to change but are currently \$350.00 per year per home to be paid annually.

Membership shall not be denied on the basis of views or opinions contrary to the goals and purposes of the Association.

ARTICLE XI OFFICERS

The voting members of the neighborhood Association shall nominate and elect the officers of the Association. The officers of this Association shall hold offices for a term of one (1) year or until successors are elected. The term of office shall begin at the close of the annual meeting. The officers of the Association shall be President, Secretary, and Treasurer. The officers of the Association will comprise the Association Officers.

- A. The president shall call and preside at all meetings, shall act for and in behalf of the membership of the Association, ensure that orders and resolutions of the Board are carried out, shall appoint any special committees necessary for the operation of the Association business, and shall act as official spokesperson for the Association.
- B. The Secretary shall keep a permanent record of all formal meetings and all legal documents and legal transactions of the Association. The secretary shall transcribe the minutes of each meeting, ensure distribution of the minutes to the members and maintain a file copy.
- C. The Treasurer shall keep all financial receipts and a permanent record of all financial business of the Association. The Treasurer shall also receive and deposit in appropriate bank accounts all moneys of the Association and shall disperse such funds as directed by the Association. An up-to-date financial report shall be submitted at each meeting.

Any officer can be removed from office by a two-thirds (2/3) majority vote of the dues paying membership after a special meeting has been requested at least fifteen (15) days in advance.

ARTICLE XII MEMBERSHIP MEETING

- A. **ANNUAL MEETING:** The annual meeting of the Association shall be held on the first or second Tuesday of the month of June. Time and place shall be arranged by the Association Officers unless specified by the previous annual meeting. The agenda of the annual meeting shall include elections, discussion of projects, adoption of a budget, member concerns, and city financial aid programs.
- B **SPECIAL MEETNGS:** A special meeting of the Association may be called at any time by the President, by majority vote of the Association Officers, or by written request of one-third (1/3) of the members or four (4) members, whichever is greater. the agenda of a special meeting may include any items properly brought before an annual meeting. Only those matters described in the notice shall be discussed at the meeting.
- C. **INFORMATIONAL MEETING OR SOCIAL EVENT:** The Association may sponsor a variety of meetings and events designed to provide educational, recreational, or social opportunities for its members and their guests. It may also sponsor fund-raising activities. If business is to be conducted at such events, the notice requirement for special meetings must be met.
- D. **NOTIFICATION:** Every annual or special meeting must be preceded by notice to Association members. The notice can be made by hand delivery or by mail at least thirty (30) days, but not more than fifty (50) days, prior to annual meetings and at least fifteen (15) days, but not more than fifty (50) days, prior to special meetings. The notice shall summarize any proposed changes of the bylaws and shall include a description of the matter or matters for which the meeting was called.
- E. **QUORUM:** No formal business may be conducted at membership meetings at least one-third (1/3) of the current standing members or four (4) members, whichever is less, have properly voted.
- F. **PROCEDURE:** Ramsey Oaks Residential Subdivision rules shall be in force at the meetings of the Association. Non-members of the Association may be recognized to speak at association functions at the discretion of the presiding officer who shall also serve as parliamentarian.

ARTICLE XIII VOTING

A. **MULTIPLE VOTING:** Any individual member may cast only one vote on any question called to a vote. Multiple individuals may represent a family; however, only one vote may be submitted per home or lot.

B. **CASTING BALLOTS:** In order for a vote to be counted showing the voter's intent, a member must either:

- a. Be present at the meeting when a vote is presented.
- b. Send a written, scanned and signed email of the vote.
- c. Mail a signed copy of the vote in written form by regular US postal service.

NOTICE: The Ramsey Oaks Residential Subdivision HOA will allow a maximum of fifteen (15) days to respond with an absentee ballot before activating and implementing all new and agreed upon amendments, measures or rules.

C. **REFERENDA:** The Association Officers may at any time solicit reactions from members through a mail survey. The Board resolution authorizing the referendum shall indicate whether the results shall be considered advisory or binding on the Board. The annual meeting may initiate an advisory or a binding referendum and shall specify the exact wording of the question and the required follow-up action by the Board. Members shall have thirty (30) days to return response forms. Results of the referendum shall be announced at a membership meeting or in printed form within ninety (90) days of the response deadline.

ARTICLE XIV ASSESSMENTS AND FINES

Each member of Ramsey Oaks Residential Subdivision is obligated to pay the Association annual dues ("assessments").

If the HOA dues and any fees or fines are not paid current within sixty (60) days after the grace period, the Association reserves the right to pursue legal action to collect all past due HOA fees, fines and late charges. Any late fees, reasonable attorney's fees and court costs of any such legal action shall be paid by the owner

whose fees are delinquent and must be paid current before any Title Company can issue a clear Title. No prior warning of these actions is required by the Association. No owner may waive or otherwise escape liability for the assessments provided for herein.

There will be no exceptions to the restrictive covenants or bylaws without voter approval from two-thirds (2/3) majority or four (4) votes of those members present at the Annual or Special meeting. In the instance that a violation of the covenants is observed, the officers of the association will issue one written warning to the resident. If the violation is not corrected after thirty (30) days of issuance, the Association will issue a \$25.00 fine per violation and reserve the right to pursue legal action to enforce the covenants. In the matter of parking violations this violation does not carry a 30-day grace period but must be corrected immediately. Any reasonable attorney's fees and court costs of any such legal action shall be paid by the owner who is in violation of the covenant.

ARTICLE XV

POWERS AND DUTIES OF ASSOCIATION OFFICERS

The Association Officers shall have power to:

- A. Adopt and publish rules and regulations governing the use of all common areas.
- B. Enforce the Restrictive Covenants to Ramsey Oaks Residential Subdivision as filed with the County Clerk and Register of Deeds of Hamilton County, Tennessee.
- C. Fix and collect assessments or charges to be levied against the members of the Subdivision.
- D. Suspend the voting rights and the right to use any of the recreational and common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and a hearing for a period not to exceed sixty (60) days for infractions of published rules and regulations.
- E. Exercise for the Association all powers, duties, and authority vested in or delegated to this association and not reserved to the membership by other provisions of these Bylaws or the Restrictive Covenants.

- F. Declare the Office of member of the Association Officers to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Association Officers.

It shall be the duty of the Association Officers to:

- A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the corporate meeting of the members, or at any special meeting when such statement is requested in writing by one third (1/3) of the members who are entitled to vote.
- B. As more fully provided in the Restrictive Covenants to:
- a. Fix the amount of the annual assessment against each lot and its owner.
 - b. Send written notice of each assessment to every owner subject thereto at least sixty (60) days in advance of its due date;
 - c. Bring suit against the owner for any assessments that are not paid as required or bring any other action at law against the owner personally obligated to pay the same.
- C. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- D. Cause the commons area to be maintained.

ARTICLE XVI ADOPTIONS AND AMENDMENTS

- A. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person.
- B. In the case of any conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

ARTICLE XVII MISCELLANEOUS

A FISCAL YEAR: The records and accounts of the Association shall be maintained from June 1st to May 31st.

- B. ACCOUNTS AND INVESTMENTS: Funds of the Association shall be promptly deposited at a financial institution designated by resolution of the Association Officers.
- C. If any part of the Bylaws or the application thereof is hereafter held invalid or unenforceable by a court of law, the remainder shall not be affected thereby, and only the affected portions are declared eliminated.
- D. No officer, representative, spokesperson or member shall be held personally liable due to actions by the Association.

RESTRICTIVE COVENANTS FOR RAMSEY OAKS RESIDENTIAL SUBDIVISION

RBB G.P. represented by General Partners Roderick Henderson, Barry K. Youngblood, and Bryan S. Youngblood, (hereinafter referred to as "DEVELOPER"), declaring that they are the lawful owners in fee simple of all lots in "Ramsey Oaks Residential Subdivision" as shown by plat of record in Plat Book P3 132, Page 107, in the Register's Office of Hamilton County, Tennessee, desiring to promote the development thereof as a residential subdivision and for the protection of it, its successors in ownership, trust or assigns and the protection of future owners of any one or more said lots, does hereby impose upon all of said lots, the following restrictive covenants, which shall run with the land;

1. That lots are for residential purposes only. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary and animal-proof trash receptacles.
2. That only single, one family dwellings or attached buildings ordinarily appertaining to dwelling houses shall be erected, maintained, or used by the grantees, their heirs or assigns, or anyone deriving title or rights from or through the transfer of sale.
3. That no part of any lot shall be used for residential purposes until first a completed dwelling house, conforming fully to the provisions of this

instrument shall have been erected thereon, the intent of this Paragraph "3" being to prevent the use thereon, of a garage, incomplete structure, trailer, tent or other structure as living quarters before or after the erection of a permanent dwelling. A trailer shall not under any circumstances be considered as a permanent dwelling, and no trailer type or residence shall at any time be placed or maintained on the premises. The sole exception to this rule is that the Developer may place a temporary trailer on the premises that shall serve as a sales office until subdivision development is completed.

4. Developer reserves the right to approve or disapprove all house plans, structural details, exterior cosmetic details and fence types as to style, material and color.
5. No boats and campers or dual wheel trucks shall be parked on the property. Cars can only park on the street periodically.
6. All driveways must be of concrete.
7. New construction must be completed within twelve (12) months. No dwelling may be occupied until completed.
8. There is a minimum square footage requirement of 1 ,000 square feet of living space. This 1,000 square feet is exclusive of porches and garages.
9. No chain link fence shall be erected or maintained on any lot. All plans for fences and materials for construction of said fences must have prior written approval of the acting officers of the Ramsey Oaks Residential Subdivision HOA.
10. All mailboxes will be furnished by the Developer. No alternate mailbox of any other type will be allowed.
11. All sidewalks shall be installed by the builder before completion of the home.
12. No property owner will do or permit to be done any act upon his property which may be or is or may become a nuisance to other property owners or residents. There shall be no hunting, trapping, harm to animals, game, or water species, target or trap shooting or discharge of firearms on any lot. No horses,

cows, mules, burrows, cattle, sheep, goats, swine, livestock or fowl of any kind shall be kept or allowed to remain on any lot other than ordinary house pets. There shall be no more than a total of three (3) dogs and/or cats per lot. Dogs or pets of any kind shall not be kept, bred, or maintained for any commercial purpose. Pets shall not be nuisance or menace to the other lot owners or residents of the development. Dogs must be kept on a leash and be always under the physical control of a responsible person on the common property. However, pets need not be leashed within patio or porch areas when attended by a person. "Under the physical control" implies restraint through the use of a leash, lead, or device designed to administer a "shock". Feces left upon any portion of the development must be immediately removed and disposed of properly by the owner or the person responsible for the pet. Failure to do so by the pet's owner will result in a monetary fine to be determined by the Developer or Declarant. Excessive barking, noisy, aggressive, or vicious animals are considered offensive and will not be tolerated. Repeated violations could result in loss of pet privileges as determined by the Developer or Declarant.

13. That no more than one dwelling shall be erected on any one of said lots. There shall be no exposed concrete blocks and no stucco finish shall be permitted.
14. No notorious, noxious, loud, or offensive activity shall be carried on upon the property or the common area which may become an annoyance to the community, or which interferes with the reasonable quiet enjoyment of other owners. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt conditions on the property. The display or shooting of firearms, fireworks, or firecrackers is expressly forbidden as well as the assembly or disassembly of motor vehicles or other mechanical devices.
15. There shall be no detached garages or outbuildings.
16. All of said lots in said subdivision must from the date of purchase be maintained by the owner in a neat and orderly condition (grass being cut when needed [no higher than 6" tall], as well as leaves, broken limbs and other debris being removed when needed). No weeds, garbage, or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts, or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot, including vacant building sites. The property owner shall have

the obligation to maintain and keep in good repair all portions of his home and all yard area within the boundaries of his property. Such maintenance obligation shall include, without limitation, prompt removal of all litter, trash, refuse, and waste; keeping exterior lighting in good repair and working order; keeping drives, walkways, decks, and porches clear, free of debris/clutter and in good repair, and keeping utilities turned on.

In the event an owner of a lot in said subdivision fails at his own volition to maintain his lot in a neat and orderly condition, after a thirty-day notice has been given, a representative of the Homeowner's Association may enter upon such lot "without" liability, and proceed to put said lot into an orderly condition, billing the cost of said work to the owners. If the bill is ignored or delinquent after 30 days, a late fee or penalty will be charged per month until the debt is collected.

17. That no one of said residential lot shall be re-subdivided without the prior written consent of the HOA officers.
18. No signs, billboards, flags, banners, placards, posters, or advertising devices of any character or kind shall be erected, permitted, or maintained on the property without express prior written consent of the Declarant or Developer.
19. That, for the purpose of property improvement, as long as it retains record ownership in any lot in the subdivision, Developer reserves the right to grant waivers from these restrictive covenants. Said waiver must be in writing and recorded in the Register's Office of Hamilton County, Tennessee. Any waiver executed by him would be conclusive proof that the waiver would not materially affect the purpose sought thereby by the Developer. Other owners of lots in the subdivision shall not be entitled to bring suit to enforce the compliance of the original restrictions, where a waiver has been given by the Developer unless it is a violation of the owner entitled to damages from the Developer for any waivers granted by it.
20. Developer shall establish and control a non-profit entity for the benefit of all homeowners in Ramsey Oaks Residential Subdivision to be known as "Ramsey Oaks Homeowner's Association." Developer shall maintain control of said association until all homes on all lots in said subdivision are complete. At such time as all homes on all lots in subdivision are complete, Developer shall transfer and set over control of Ramsey Oaks Homeowner's Association

to the residents of said subdivision so that said residents may elect officers and establish bylaws.

21. Until such time as said Ramsey Oaks Homeowner's Association is duly formed, organized, established and rules, regulations and bylaws of said association are drafted, approved by the members of said association and placed in record, Developer shall act in lieu of said association for the purpose of imposing an association dues of \$350.00 per owner, per lot. (Please refer to current Bylaws for amended rates.) Said association dues to be due and payable on June 1 of each year following the purchase of lot(s) in Ramsey Oaks Residential Subdivision. Any association dues not paid by June 1 following the year of purchase and each ensuing year by June 1 shall constitute a lien on the appropriate lot and the improvements thereon. The \$350.00 dues amount may be subject to change at the directive of Ramsey Oaks Homeowner's Association upon the transfer of control from Developer to said association. (Please refer to current Bylaws.)

In the event that for any reason any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no way effect the other provisions, which shall remain in force and effect, the owners hereby declaring that said restrictions are not interdependent but severable, and any one would have been adopted even without the others.

Each and every one of the aforesaid covenants, conditions and reservations shall attach to and run with each and every one of the said lots of land and all titles to, and estates therein shall be subject thereto the conditions in Paragraphs 1-21 herein, and the same shall be binding upon each and every owner and occupant of the same for a period of fifty years from the date hereof. It shall be lawful for Roderick Henderson or other person or persons owning a lot or lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions and/or modified by Developer, and either to prevent him or them from doing so or to recover damages or other dues for such violation and court costs and reasonable attorney's fees shall constitute liquidated damages.

Roderick Henderson does hereby join in this instrument for the purpose of placing said restrictions against Ramsey Oaks Residential Subdivision.

IN WITNESS WHEREOF, RBB G.P., has caused these presents to be executed by its duly authorized members by setting their hands and seals on this 20th day of March, 2025.

**OWNER, DECLARANT AND
DEVELOPER:**

RBB G.P.

BY: _____

General Partner

Signed, sealed and delivered in my presence, this the 20th day of MARCH, 2025.

Samarah Ament

Notary Public

My commission expires: 4/10/2028



V. D. Rodriguez / V. D. Rodriguez

Unofficial witness

THIS DOCUMENT PREPARED BY:

Peter C. Ensign, Attorney at Law

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