

BRIDGEWATER POINTE

Morristown, Hamblen County, Tennessee

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DESIGN GUIDELINES FOR BRIDGEWATER POINTE

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32 PGS:AL-RESTRICTIONS	
BRENDAR BATCH: 133541	
03/16/2020 - 02:40 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	160.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	162.00
STATE OF TENNESSEE, HAMBLLEN COUNTY	
JIM CLAWSON	
REGISTER OF DEEDS	

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THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND DESIGN GUIDELINES FOR BRIDGEWATER POINTE (the “Declaration”) is made as of _____, 2019 by **C2 INVESTMENTS, LLC**. (“Developer”).

WHEREAS, Developer owns certain real property in Hamblen County, Tennessee commonly known as Bridgewater Pointe, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Property”), which is to be developed in part as a residential subdivision and which is to be marketed as Bridgewater Pointe Subdivision; and,

WHEREAS, Developer desires to subject the Property, together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens as contained in this Declaration, all of which are for the benefit of the Property and each individual owner thereof; and,

WHEREAS, Developer will develop property as condominiums, cottage homes, townhouses and other single family home phases which will be subject to separate covenants, conditions, restrictions, and design guidelines; and,

WHEREAS, Developer has incorporated under the laws of the State of Tennessee a non-profit corporation known and identified as Bridgewater Pointe Homeowners Association, for the purpose of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, Developer hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the property and be binding on all parties having any right, title or interest in the property, their heirs, successors and assigns and shall inure to the benefit of each owner.

ARTICLE I

DEFINITIONS

Section 1. “Association” shall mean and refer to the Bridgewater Pointe Homeowners Association, a Tennessee non-profit corporation, its successors and assigns.

Section 2. “Board of Directors” means the board of directors of Bridgewater Pointe Homeowners Association.

Section 3. “By-Laws” means the by-laws of Bridgewater Pointe Homeowners Association, as amended from time to time. All provisions contained in the body of the Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-Laws.

Section 4. “Common Area” shall mean that portion of the Property (including the improvements thereto) not contained in Lots, and shall include road, streets, recreation areas, green areas, landscape features, irrigation systems and all other portions of the Property designated on the Plat as Common Areas.

Section 5. "Community Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard may be more specifically determined and set forth by the Board of Directors or its designee.

Section 6. "Developer" shall mean and refer to C2 Investments, LLC.

Section 7. "Lake Front Lot" shall mean and refer to any numbered parcel of the Property as shown on the plats of the Bridgewater Pointe Subdivision which abut Cherokee Lake.

Section 8. "Lot" shall mean and refer to any numbered parcel of the Property as shown on the plats of the Bridgewater Pointe Subdivision.

Section 9. "Interior Lot" shall mean any lot other than a Lake Front Lot.

Section 10. "Majority" shall mean those votes of the Owners representing more than fifty (50%) percent of the total vote in the Association. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate are entitled to exercise such specified percentage of the total vote in Association.

Section 11. "Pool, Bath House and Playground" shall mean common area swimming pool, bath areas and playground.

Section 12. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Person" shall mean any individual, corporation, partnership, joint venture, limited liability company, trustee or other legal entity.

Section 15. "Plat" means the final record plats of survey of the Property of record in the Register's Office for Hamblen County, Tennessee, showing the number of each Lot and expressing its area, location and other data necessary for identification as such plat or plats may be amended from time to time.

Section 16. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 17. "Unit" shall mean and refer to any improved residential lot.

ARTICLE II

BRIDGEWATER POINTE HOMEOWNERS ASSOCIATION .

Section 1. Members. Developer and every Owner of a Lot which is subject to an assessment shall be a member of the Association. Such Owner and Member shall abide by the Association By Laws, Charter, rules and regulations and shall pay the assessments provided for in this Declaration when due and shall comply with decisions of the Association's Board of Directors. Conveyance of a Lot, except a conveyance to a trustee under a deed of trust or to a mortgagee in a foreclosure, automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner of a Lot is more than one person, votes and rights of use and enjoyment shall be as provided herein. The right and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions of this Declaration and the By Laws. The membership right of a Lot

owned by a corporation or a partnership shall be exercised by the individual authorized in a written instrument provided to the Secretary of the Association subject to the provisions of this Declaration.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Lot Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned. If more than one person holds interest in such Lot, the vote for such Lot shall be exercised as the persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise such vote.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to one (1) vote for each Lot owned and it shall determine who shall cast the votes. In addition, the Class B member shall be entitled to appoint a majority of the members of the Board of Directors, in accordance with the By-Laws, until 100% of the Lots shown on Exhibit A, as amended from time to time, including additions thereto, have certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for the purposes of development and sale. The Class B membership shall cease and be converted to Class A membership of the happening of any of the following events, whichever occurs earlier: (i) when in its discretion Developer so determines or (ii) when Developer's right to appoint a majority of the Board terminates as set forth hereinafter.

Section 3. Rights and Obligations of the Bridgewater Pointe Homeowners Association

(a) The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Commons Areas, including, without limitation, recreation areas, open spaces, entrance ways, medians, and landscaping located therein. In addition, the Association shall have the right to construct and maintain ornamental structures, such as fountains, and landscaping in the areas designed as Common Areas on the Plat together with the right of ingress and egress for the purpose of carrying out that construction and maintenance. The Association shall also maintain the ground irrigation and sprinkler system, if any, contained on the Common Areas and shall be responsible for the payment of all water bills resulting from the use of such system.

(b) All rights reserved by the Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article II, Section 2, except that the Developer may assign any and all rights reserved herein to the Developer to said Association at any time prior to the sale by the Developer of 100% of the Lots shown on Exhibit A as specifically provided for in Article II, Section 2(b) hereinabove.

(c) In addition to the powers and duties otherwise set forth in this Declaration, the Association is authorized and directed to make provision for the improvement and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of this Declaration. The Board of Directors of the Association shall propose rules and regulations for adoption by the members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least 30 days in advance and shall set forth the time, place and purpose of the meeting. The presence

at the meeting of members in person or by proxy entitled to cast thirty (30%) percent of all the votes shall constitute a quorum for this purpose.

ARTICLE III **PROPERTY RIGHTS**

Section 1. Owner's Easement of Enjoyment Exceptions. Every Lot Owner shall have a right and easement of enjoyment including without limitation, (except for the restrictions on the usage of the pool and playground as set forth in Article III Section 6.), the right of vehicular and pedestrian ingress and egress in and to the Common Areas which shall be appurtenant to and shall pass with the title of every Lot. This right and easement shall also be granted to the Association and the Owner's families, guests, invitees, servants, employees, tenants and contract purchasers. Developer shall have access to any and all Common Areas so long as is necessary for Developer to develop, construct or sell or otherwise dispose of any property subject to this Declaration.

Section 2. Title of Common Areas. The Developer may retain the legal title to the Common Areas (or, as to Common Areas within dedicated right-of-way, the obligation to maintain and regulate) until such time as in the opinion of the Developer the Association is able to maintain and regulate the use of same; provided, however, the Developer hereby covenants that shall convey legal title to the Common Areas to the Association (or, as to Common Areas within dedicated right-of-way, shall transfer the obligation to maintain and regulate) no later than at such time as Class B membership is converted to Class A membership. Whenever the Developer conveys legal title or transfers the obligation to maintain and regulate all or part of the Common Areas to the Association, the Association shall accept such legal title and shall assume control and responsibility for the Common Areas so conveyed.

Section 3. Extent of Owners Easements. The rights and easements of use and enjoyment hereby created shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from foreclosure;

(b) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Board of Directors provided the Owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may declare utility, service or drainage easements upon, through or under the Common Areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article II, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Association.

Section 4. No Partition. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any

interest in the Property have the right of judicial partition. This Section does not prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 5. Sale of Common Areas. No Common Areas shall be sold or otherwise disposed of without first offering to dedicate such area to the Morristown City Government. This limitation neither applies to a transfer of the Common Areas to an organization conceived and established to own and maintain the Common Areas as a successor to the Association, nor to the dedication of streets or utility easements as provided in Section 3(c) of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

Section 6. Pool and Playground. Provided the Owner is not in default in the payment of any Association assessments, each Owner shall have the non-exclusive right to use the pool, bathhouse, and playground. Owners shall obey the rules and regulations of the Bridgewater Pointe pool and playground. Owners or authorized residents of single-family lots in other phases, townhouses, condominiums and other properties in other areas of Bridgewater Pointe and two guests shall also have the right to use the Bridgewater Pointe pool and bathhouse.

ARTICLE IV **ASSESSMENTS**

Section 1. Assessments, Creation of the Lien and Personal Obligation. Each Owner, except Developer, by acceptance of a deed for the Lot whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. The annual and special assessments, together with interest, costs and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the party who was the Owner of such property at the time the assessment fee was due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and, in particular, for the acquisition, improvement and maintenance of the Property, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with the By-Laws, the cost of providing security for the Property, the employment of attorneys to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the Common Areas and Lots. In addition to the foregoing assessment uses, assessments shall be used to pay all maintenance, landscaping, cleaning, operating tax, insurance, utility and other expenses of Bridgewater Pointe clubhouse, as well as the other Common Areas.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Article II, Section 2, Developer or its nominee shall administer the assessments and receipts therefrom which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

(c) Until such time as Developer conveys the Common Areas to the Association, or transfers the obligation to maintain and regulate the Common Areas to the Association, the Developer shall be obligated for the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the calendar year. This obligation may be satisfied in the form of a cash subsidy by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Developer or other entities for the payment of some portion of the common expenses.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the cost of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment shall require the assent of the members of the Association in accordance with the By-Laws.

Section 4. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall begin as to any Lot subject to the assessments on the first day of the month next following the date of acquisition of record title to a Unit by the first purchaser from the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the Lot is transferred.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Bridgewater Pointe Homeowners Association. Any assessment not paid within fifteen (15) days of the due date shall be subject to a late charge as determined by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the assessment, or foreclose the lien against the Property, and interest, costs and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 7. Subordination of the Lien to Mortgages and Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any

proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or relieve such Lot from the lien for any assessments thereafter becoming due.

ARTICLE V **USE RESTRICTIONS**

Section 1. Primary Use Restrictions. No Lot shall be used except for private single family residential or condominium-style 2-unit homes purposes. No structure shall be erected, placed, altered, or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one half stories in height for the sole use of the Owner and occupants of the Unit. Detached buildings including, but not limited to, garages, pool houses, carriage houses, gardening stands, and guesthouses may be submitted for approval.

Section 2. Building Locations. All lots shall have a minimum setback distance from the street right-of-way, rear lot line and interior side lot lines as follows: setbacks required by City ordinance with respective zoning.

Section 3. Subdivision of Lot. No Lot shall be subdivided, or its boundary lines changed except with the prior written approval of the Board of Directors. Developer, however, hereby expressly reserves the right to re-plat any Lot or Lots which it owns prior to conveyance by Developer. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and/or zoning regulations.

ARTICLE VI **ARCHITECTURAL REVIEW PROCESS**

Section 1. Procedures. In order to facilitate the design of timeless architecture and visual spirit of the Property, an Architectural Review Process has been established. In addition to these requirements, all property owners are also bound by the design guidelines in the *Bridgewater Pointe Community Design Guidelines* ("BPCDG"), a copy of which is available in the office of the Bridgewater Pointe Architectural Review Committee (the "ARC"). No structure on a residential lot within the Property shall be erected or altered until the proposed site plan, building plans, construction materials and colors have been approved in writing by the ARC. The ARC has been established to administer the architectural review for new construction and proposed additions or modifications to existing structures with the Property. The Developer is responsible for establishing and making available to Owners design guidelines, design review procedures, and design review submission requirements. The Developer has provided written authority to the City of Morristown to reject any plans not having the ARC seal of approval.

Section 2. Design Guidelines. No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless it conforms to the BPCDG. Dwellings shall be permitted as an exception only as approved by the ARC per the process stated above. Only residences designed in the following

Architectural Styles and permitted variations of those styles will be allowed to be built in Bridgewater Pointe.

1. French, 2. Plantation, 3. Georgian, 4. English, 5. New England, 6. Traditional, 7. Craftsman.

All residences shall have foundation of brick, stone, or approved equal.

Exterior of all residences shall be brick, fiber cement board, vinyl, stone, or a combination thereof that shall conform in workmanship and materials with all construction in Bridgewater Pointe.

All homes should achieve an aesthetically pleasing combination of materials which will be reviewed by the ARC.

Log homes, or structures containing logs will be reviewed on an individual basis. In order to be approved by the ARC, log homes must be of an exceptional design.

All Architectural Styles and permitted variations shall be architecturally accurate and detailed as to form, massing, etc.

Only residences of one, one and one-half, two, and two and one-half story design, with a minimum building and living area on the "street" floor of 1,400 square feet for a one-level home and 1,800 square feet of living area with a 1,000 square feet minimum on the main level for homes with more than one-level will be permitted in the Property. Square feet shall exclude garages, patios, porches, and outbuildings.

References to "building, structure, or home" shall include, but not be limited to, any building (including a garage), fence, wall, antenna and microwave and other receivers and transmitters including those currently called satellite dishes, and swimming pools and their enclosures.

Developer contemplates that the residences to be constructed shall be of a traditional architectural character. However, in the sole discretion of the Developer, other types of architectural designs may be approved if desirable, in the sole opinion of the Developer, in order to take advantage of unusual characteristics of a particular Lot brought about by slopes, location of trees or other unique characteristics. The Developer retains the sole right and authority in its discretion to approve or disapprove of the materials utilized in the construction of the improvements (references to improvements in this paragraph are intended to include without limitation the items specified in the preceding paragraph, and if there is any question as to the all inclusive nature of this covenant, the judgment of Developer in its sole discretion shall control).

Section 3. Scope of Review. The ARC reserves the right to review the plans, specifications, materials and samples submitted to them by the Owner, to verify that the proposed structures and/or alterations to existing structures conform to the BPCDG, and to approve the aesthetics of the proposed structure and its appropriateness to the surrounding neighborhood and the configuration of each lot. It is understood that the Property is developed on varying topography common in East Tennessee. Such topographic conditions shall be considered by the ARC on a lot by lot basis in reference to the established setbacks and restrictions as set forth in the BPCDG.

In reviewing each application and related submissions, the ARC shall be guided by the BPCDG; however, the BPCDG shall not be the exclusive basis for its decisions. Compliance with the

BPCDG does not guarantee approval of any application. The ARC may consider any factor it deems relevant, including harmony of external design with surrounding structures and environment and consistency with the visual themes established for the Property. Its decisions may be based purely on aesthetic considerations. Each Owner, by accepting a deed to a Lot acknowledges that determinations as to such matters may be subjective and opinions may vary as to the desirability or attractiveness or particular improvements.

Section 4. Review of Design Submissions. The ARC has established the following procedures for the review of architectural and landscape designs. Owner, builders and architects are encouraged to participate fully and actively in the architectural review process. In addition to the required design review steps, the applicant for design review is encouraged to contact the ARC during the design review process for clarification of the architectural guidelines for the Property or design review comments.

The ARC will review design submissions as needed in the order they are received and will attempt to respond to them in a timely manner. After the plans have been reviewed, the plans will be returned to the applicant with written comments from the ARC.

Submissions should be sent to:

C2 Investments, LLC
296 Boyd School Rd.
Morristown, TN 37813

Section 5. Use and Approval of Design Professionals. All plans for new structures and additions to existing structures shall be prepared by licensed professionals or otherwise qualified architects, engineers, or other qualified designers.

Section 6. Design Review Fees. There are no initial design review fees established and set by the ARC.

Section 7. Design Variances. The ARC may authorize variances from compliance with the BPCDG or any of its guidelines and procedures with circumstances such as topography, natural obstructions or architectural merit. No variance shall be effective unless in writing nor shall it bind the ARC to grant a variance in other similar circumstances.

Section 8. Additional Meetings with the ARC. If an application for design approval has been denied, or the approval issued by the ARC is subject to conditions which the applicant feels are unacceptable, the applicant may request a meeting with the ARC's designated agents to discuss the plans and the ARC's reasons for denial.

Section 9. Design Review. The Design Review has been established to ensure that the applicant's designs for all improvements are in compliance with the BPCDG. Form B, a copy of which is available in the ARC office, and one (1) set of the Required Documents listed in Exhibit B attached hereto, should be submitted to the ARC. The ARC reserves the right to request additional information in order to review the proposed plans.

Upon completion of this stage of the design review process, the design will be approved without exception, not approved, or approved with conditions. If the design is approved without exception, the applicant may proceed with the construction of the proposed improvement. If the design is conditionally approved, the applicant must submit the required modifications and additional information requested by the ARC. Once the information is reviewed and approved by the ARC, the applicant may proceed with the construction of the proposed improvements. If the applicant does not agree to make the required modifications, the plans shall be considered not approved. If the plans are not approved, the applicant shall re-design and re-submit the plans to the ARC for reconsideration for Final Design approval.

Section 10. Stakeout Review. The Stakeout Review has been established to verify that the placement of the house and ancillary structures are in compliance with City required setbacks. A city official can verify setbacks.

Section 11. Landscaping. Minimum of \$2,500 landscaping required on the street side of homes with a minimum of two trees on the street side of homes to be installed before the City of Morristown will issue a certificate of occupancy.

Section 12. Final Inspection. Upon completion of the construction, the City of Morristown will perform a final inspection and issue a Certificate of Occupancy.

Section 13. Changes to Approved Designs. Any changes, prior to or during construction, to the plans that were submitted and approved by the ARC at the Design Review, must receive written approval from the ARC prior to execution. In the Event a change to the approved drawings is desired by the applicant, the applicant must submit a copy of the drawings of the proposed change.

If changes are made without prior written approval from the ARC, the ARC has the right to require the applicant to remove, revise and replace the unauthorized change at the applicant's expense.

Section 14. Alterations to Existing Structures and Lot Improvements. All alterations, modifications, additions, improvements, etc. to any structure, lot, etc. major or minor shall be submitted to the ARC for approval. The ARC approval, in writing, of the proposed alterations and/or improvements is required before work on the alterations and/or improvement may commence.

Section 15. Members of the ARC. The ARC shall consist of the following three members; (i) a licensed contractor or other qualified person; (ii) a representative of the Developer; and (iii) a third person appointed by the contractor and the representative of the Developer.

Section 16. Right of Inspection. The ARC, its agents and representatives, shall have the right during reasonable hours to enter upon and inspect any Lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any structure or the use of any Lot or structure is in compliance with the provisions of this Declaration; and the ARC shall not be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection.

ARTICLE VII

CONSTRUCTION COVENANTS

Section 1. Permits. Each lot owner shall be responsible for obtaining and paying for all permits, fees, aids to construction and all other requirements pertaining to the design and construction of the home.

Section 2. Excavation. Except for the excavation material necessary for the backfilling of a residence and other on-site construction, all excavated material must be immediately removed from the site and the development at the time of excavation. Except as noted above, no excavated material shall remain or be stored on any lot or out lot that is part of Bridgewater Pointe.

All lots shall conform to the grading and drainage plans for Bridgewater Pointe as approved by the City of Morristown.

Section 3. Erosion Control and Site Maintenance. During construction, measures shall be taken, by Owners and their contractors, to control erosion. Drainage paths on individual lots will require placement of hay bales or silt fencing to protect against erosion during construction and until the property is vegetatively stabilized.

In addition, it shall be the responsibility of the individual lot Owners and their contractors to control the tracking of mud, dirt, clay, stones, and other construction debris on public streets during construction on a daily basis.

All construction sites shall be maintained in a neat and clean condition. All material stored on site shall be placed in an orderly manner and protected so as not to create a hazard to workers or visitors to the site.

Entry to a property shall be at the point of the proposed driveway. No additional entries will be permitted. A stone base shall be maintained at the temporary driveway and parking areas.

Any site vegetation shall be kept trimmed during the construction period.

Section 4. Temporary Structures. Structures of a temporary nature, including, but not limited to, a trailer, tent, shack, garage, barn, or other utilitarian type outbuilding, shall not be used on any lot at any time as a residence or for any other purpose, whether temporarily or permanently unless otherwise provided for herein.

Temporary toilet facilities shall be permitted under the following conditions:

1. Temporary facility shall be provided by a professional, state licensed sanitation provider.
2. The sanitation provider shall change the facility at their recommended intervals.
3. The structure is removed immediately upon substantial completion of the residence.

Section 5. Construction Time Limits. The following construction time limits will be in effect for all projects approved by the Architectural Guidelines Committee for construction in Bridgewater Pointe:

Completion. Except for unforeseen circumstances (i.e.) strikes, extreme weather or shortage of materials, all construction of dwellings, outbuildings, patios, decks, courtyards and swimming pools shall be completed within one year of the date of issuance of a building permit by the City of Morristown.

Landscaping. All sodding and seeding of lots, as required, shall be complete at the time of substantial completion of the dwelling. Landscaping features such as planting beds, etc. shall be completed within six months of the date of substantial completion. Two street side trees shall be installed before the Certificate of Occupancy is issued by the City of Morristown.

Section 6. Easements. Easements affecting the properties in Bridgewater Pointe are recorded on the Final Plat in the office of the Register of Deeds for Hamblen County, Tennessee. Each lot shall be subject to any easement granted, or hereinafter to be granted, by the Developer, or its successors and assigns, to the governments of Hamblen County and City of Morristown, for stormwater management, drainage, access or maintenance purposes or to public or semi-public utility companies for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, telephone, cable TV, sewers, storm water drains and drainage, gas mains, water pipes and mains, and for performing any public or quasi-public utility function that the developer or its successors and assigns may deem suitable and proper for the improvement and benefit of all properties in Bridgewater Pointe Subdivision. Such easement shall be confined, so far as possible, in underground pipes or conduits, and in an area within 10 feet of lot lines shown on the recorded Final Plat, with the necessary rights of ingress to, and egress therefrom and with the right to whatever may be necessary to carry out the purposes for which the easement is created.

Section 7. Hours and Days for Construction Activity. Construction activities shall be limited to the hours governed by the City of Morristown Ordinance.

Section 8. Construction Personnel Requirements, Conduct, and Appearance. The Lot Owner shall have the responsibility to obtain and pay for all required approvals and permits realitive to the construction process.

The Lot Owner is required to select a contractor that is properly and legally licensed and insured to perform the work required for the construction of the home.

Construction personnel shall dress appropriately for public view.

Construction personnel shall conduct themselves in a professional manner, refraining from profanity, loud or obvious argumentation, or other activities considered unprofessional by the ARC. Sound levels from radios or other audio/video devices shall be kept at a level that cannot be heard from adjacent properties.

Construction vehicles shall not have loud mufflers or be driven within Bridgewater Pointe in a reckless manner. Construction vehicles are considered vehicles normally considered as construction equipment, and as any vehicle conveying construction personnel or equipment.

The construction process shall be performed in a manner consistent with all OSHA and other safety procedures. Neither the developer nor agents of the developer shall have any duty or obligation for project safety.

The Developer shall have the right, but not the obligation, to deny the presence from Bridgewater Pointe any construction personnel that create or have created any undesirable disruption.

The Developer shall have the right, but not the obligation, to disapprove any contractor that has not adhered to the covenants of Bridgewater Pointe from working on any home in Bridgewater Pointe.

Section 9. Responsibility for Damage. Lot Owners shall repair at their own cost any damages caused to common areas, streets, utilities, or other fixtures and improvements such as a result of any construction activities upon or appurtenant to Lot Owner's lot.

ARTICLE VIII **GENERAL COVENANTS**

Section 1. Nuisances. No noxious or offensive activity shall be carried on upon any lot or outlot in Bridgewater Pointe, nor shall anything be done thereon which may be, or may become a nuisance to the neighborhood. No activities causing loud noise or disruption, including but not limited to lawn mowing, shall be allowed between the hours of 8:00pm to 7:00am local time.

Section 2. Garbage and Waste. Trash, garbage or other wastes shall be kept in sanitary containers and all such materials shall be properly screened from public view and disposed of as early as possible.

Section 3. External Equipment. No exterior antennas, aerials, satellite dishes or other apparatus for the transmission of television, radio and/or reception or television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the Property including any Lot, without the prior written consent of the Board or its designee. However, the 18 inch "mini dish" satellites are approved, provided they are installed in the most discreet location possible. The Developer and/or the Association shall have the right, without obligation, to erect and aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property should any such master system or systems be utilized by the Association and require any such exterior apparatus.

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of the structure as determined in the sole discretion of the ARC.

Section 4. Use of Other Structures and Vehicles. Except for vehicles reasonably necessary to be on or about the Lots in the subdivision during construction or alteration of any buildings or other improvements upon a Lot, no trailer, motor home, boat, camper, truck or commercial vehicle shall be parked or kept on any Lot at any time unless housed in a garage or kept from public view. A Lot owner may park boats and trailers and equipment, campers and other recreational vehicles on a Lot,

outside of a garage, for no more than forty-eight (48) consecutive hours during any seven-day period. No automobile or motorcycle shall be parked or kept on any Lot at any time unless located in a driveway or housed in a garage. No automobile which is inoperable shall be parked or kept on any Lot or street for more than forty-eight (48) consecutive hours. No person shall engage in major car repairs either for himself or others at any time unless inside a garage.

Section 5. Construction or Placement of Buildings. No building (including without limitation all structures, homes, accessory buildings, and storage sheds) shall be erected, placed or altered on any Lot until the construction plans and a plan showing the location of the structure have been approved by the ARC, as provided herein. Approval shall be based upon, but not limited to, quality of workmanship and materials, harmony of external design with existing structures including color, shape, and design and as to location with respect to topography, finish grade elevation and overall appearance on the lot.

Section 6. Animals. No animals, livestock, including pot-bellied pigs or poultry, or any other exotic animal or any kind shall be raised, bred or kept on any lot or in any structure in Bridgewater Pointe. The only exceptions permitted are domestic pets (meaning the domestic pets traditionally recognized as household pets in this geographical area). Up to two domestic pets may be kept in a manner which will not disturb the quality of life and the environment of Bridgewater Pointe and its residents. No animal shall be left unattended and/or unrestrained in any part of Bridgewater Pointe. No pet shall be allowed to make an unreasonable amount of noise or cause a nuisance. Any pet, which in the opinion of the Developer, or the Association, is considered to be dangerous will not be permitted. No animals shall be kept, bred or maintained for commercial purposes. Outside kennels will be permitted only if they are an integral part of a dwelling or outbuilding and are placed away from public view or exposure. Upon review and approval by ARC, a limited use of chain link type fencing may be allowed.

Section 7. Clotheslines, Garbage Cans, Tanks, etc. All garbage cans, above ground tanks, and other similar items shall be located and/or screened so as to be concealed from view of neighboring Lots, streets, and Property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any Lot.

Section 8. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Lot. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the properties.

Section 9. Tree Removal. No trees shall be removed from any portion of the Property by any person other than the Developer except with the prior written approval of the Developer.

Section 10. Sight Distance at Intersections. All Property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create traffic or sight problem.

Section 11. Fences. No fences of any kind shall be permitted on any Lot except as approved in accordance with Article VI of this Declaration.

Section 12. Signs. House numbers and name plates of standard sizes determined by the Developer. And signs of the Developer located on the Common Areas or Lots of the Developer advertising the sale of Lots by the Developer shall be the only sign displayed on any lot.

Section 13. Mailboxes. The ARC will determine acceptable mailboxes. In general, yard ornaments will not be allowed, but will be reviewed for special exceptions by the ARC.

Seasonal decorations, such as Christmas lights, etc. are allowed if in the sole discretion of the Developer, they are maintained within reasonable bounds. No rooftop or yard located displays, flashing or blinking lights, or other displays viewed as "spectacular" are permitted.

Section 14. Property Maintenance, Exterior Maintenance. It shall be the duty of each Owner of Property to maintain his home and facilities and to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Each Owner is individually responsible to provide all maintenance for his or her lot, drainage ways, landscape improvements, utility and storm water management easements, building maintenance and upkeep necessary in order to maintain a high level of aesthetic quality. Should any Owner fail to do so, then in addition to maintenance upon Common Areas, the Association, upon approval by a majority of the Board of Directors, shall be authorized, but not obligated, to perform exterior maintenance upon each Lot and/or Unit which is subject to assessment hereunder as follows; Paint, repair, replace and care for roofs, gutter, down spouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In addition, upon the failure of any Lot Owner to comply with any condition or requirement of Article VI or this Article, for actions or failure to act arising prior to vesting of architectural control in the Board of Directors, the Developer may take such action as is necessary to comply therewith and the Owner on demand shall reimburse Developer for the expense incurred in so doing. For actions or failure to act arising after architectural control is turned over to the Board of Directors by the Developer as set forth in Article II all such enforcement provisions shall be vested in the Board of Directors who may, by a majority vote, authorize work to remedy the noncomplying conditions and add the cost of such work to the assessment to which the subject Lot is subject.

Section 15. Garage Doors. Garage doors shall not be left open when not in use.

Section 16. Architectural Control. After the Class B membership terminates and is converted to Class A membership as proved for in Article II, Section 2, hereof, the architectural control shall be vested in the Board of Directors or in an architectural committee composed of three or more representatives appointed by the Board of Directors. In the event said Developer, Board of Directors or its designated committee, as the case may be, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have submitted to it,

approval will not be required and this Article will be deemed to have been fully complied with. Prior to delivery of architectural control to the Board of Directors, Developer may vary the established building lines in its sole discretion where not in conflict with applicable zoning regulations.

Section 17. Vegetable Gardens. Gardens must be confined to the rear of the Lot and must not be closer than 5' from the rear Lot line or side Lot line. They may not exceed 20% of the total Lot size.

ARTICLE IX **LAKE FRONT LOTS**

Section 1. Acknowledgment. The Owners of Lake Front Lots hereby acknowledge, consent and agree to the design of the Bridgewater Pointe Subdivision insofar as said Lots abut directly into and adjoin the Cherokee Lake and furthermore, acknowledge, consent and agree to the design and layout of Lake Front Lots. Said Owners of Lake Front Lots hereby indemnify and hold harmless Developer from any injury or damage which may be incurred by said Owner, Owner's Family, guests, invitees, tenants, employees and servants as a result of the location of said Lake Front Lot adjacent to the Cherokee Lake. This indemnification shall include without limitation indemnification against all costs and expenses (including attorneys' fees, amounts of judgement paid and amounts paid in settlement) incurred in connection with any claim, action, suit, or proceeding whether civil, criminal, administrative or other. This acknowledgement and agreement however shall not authorize any negligent, willful or other unlawful act nor shall it permit any trespass on the Lake Front Lots.

ARTICLE X **CONDEMNATION**

Whenever all or any part of the Common Area not located within the dedicated right-of-way shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of voting members representing at least two-thirds (2/3) of the total Association vote and the Developer, as long as the Developer owns any property described on Exhibit A) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after each taking the Developer, so long as the Developer owns any property described in Exhibit A of this Declaration, and voting members representing at least seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the adjoining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the proceeds of the award shall be used to defray the cost of restoration or replacement. If the taking does not involve any improvements on the Common Area, or if there is a decision made

not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or bet funds shall be disbursed to the Association and used for such purposes as the Board of Directors shall determine.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity brought by any Owner, by the Association or by Developer against any party violating or attempting to violate any covenant or restriction either to restrain violations, to direct restoration and/or to recover damages. Failure of any Owner, the Association, or Developer to demand or insist upon observance of any of these restrictions or to proceed for restraint of violation, shall not be deemed a waiver of any violation of the covenants, conditions and restrictions nor the right to seek enforcement of the same. Any Lot owner found in violation of these restrictions shall be obligated to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct, or enjoin such violations or in damage suits thereon.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run with Land. These covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be cancelled at any time by a written instrument signed by the Owners of seventy-five (75%) percent of the Lots in the Association and recorded in the Hamblen County Register of Deeds Office.

Section 4. Annexation of Additional Property. Developer shall have the unilateral right, privilege, and option, from time to time at any time to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of any real property that adjoins the Property subject to this Declaration, whether in fee simple or leasehold, by filing in the public records of Hamblen County, Tennessee, an amendment annexing such properties. Such subsequent amendment to this Declaration shall not require the consent of Members or voting Members. Any such annexation shall be effective upon the filing for record of such subsequent amendment unless otherwise provided therein. Developer shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Developer.

Section 5. Amendment. Prior to the conveyance of the first Lot, Developer may unilaterally amend this Declaration. After such conveyance, the Developer may amend this Declaration so long as it still owns any part of the Property for development and so long as the amendment has no material adverse effect upon any right of any existing Owner who owns a Lot at the time of the recording of the amendment in the public records of Hamblen County; thereafter or otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of voting members representing sixty (60%) percent of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed

percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of Hamblen County.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

Section 6. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 7. Easements for Utilities, Etc. There is hereby reserved unto Developer and its designees, so long as any of the foregoing own any property described on Exhibit A, and to the Association and its designees, (which include, without limitation, Hamblen County, Tennessee, City of Morristown, Tennessee, and any utility) blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Lots for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas and electricity.

Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocation on said Property, except as may be approved by the Association's Board of Directors or as provided by Developer. Should any entity furnishing a service covered by the general easement therein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement of the Property.

Section 8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure

the condition upon request by the Board of Directors and shall also include the right to enter upon the land comprising any Lot for the purpose of inspecting for compliance with the requirements of Article VI.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the of the now living descendants of Elizabeth II, Queen of England.

Section 10. Amendments to Articles and By-Laws. Nothing in this Declaration shall limit the right of the Association to amend from time to time its Articles and By-Laws.

Section 11. Non-Liability of the Directors and Officers. Neither Developer nor the directors or officers of the Association shall be personally liable to the Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity except for any acts or omissions found by a court to constitute gross negligent or actual fraud. The Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assignees in accordance with the By-Laws. The indemnification shall include without limitation indemnification against all costs and expenses (including attorney's fees, amounts of judgment paid in settlement) incurred in connection with any claim, action, suit or proceeding whether civil, criminal, administrative or other.

Section 12. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board of Directors shall be final and binding on each and all of such Owners.

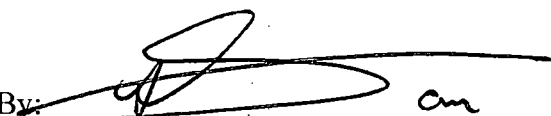
ARTICLE XII **DEVELOPER'S RIGHTS**

Any or all of the special rights and obligations of the Developer may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the public records of Hamblen County, Tennessee.

Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Developer and any builder or developer approved by Developer to maintain and carry on upon such portion of the Property as Developer may deem necessary, such facilities and activities as, in the sole opinion of Developer, may be reasonable required, convenient, or incidental to Developer's, and such builder's or developer's development, construction and sales activities related to the Property and any builder or developer approved by Developer.

The undersigned Developer hereby executes this Declaration of Covenants, Conditions, Restrictions and Design Guidelines for Bridgewater Pointe (Single Family Homes and Condominiums), this 16th day of March, 2020.

C2 INVESTMENTS, LLC

By: 
T. Phillip Carlyle Chief Manager, Member

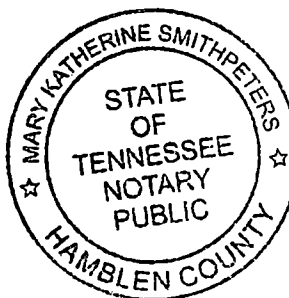
STATE OF TENNESSEE
COUNTY OF HAMBLLEN

Before me, a Notary Public of the state and county aforesaid, personally appeared, T. Phillip Carlyle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and whom, upon oath, acknowledged himself to be a Member of C2 INVESTMENTS, LLC, the within named bargainer, and that he, as such Member of C2 INVESTMENTS, LLC, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing as a Member of C2 INVESTMENTS, LLC.

WITNESS my hand and official seal at office, this 16th day of March, 2019.


NOTARY PUBLIC

My Commission Expires: 11/4/2023



LIST OF EXHIBITS

Exhibit A	Real Property Subject to Declaration
Exhibit B	Design Review
Exhibit C	Common Area and Pool General Rules
Exhibit D	Reservation Form for Pool/Grounds Area

EXHIBIT A

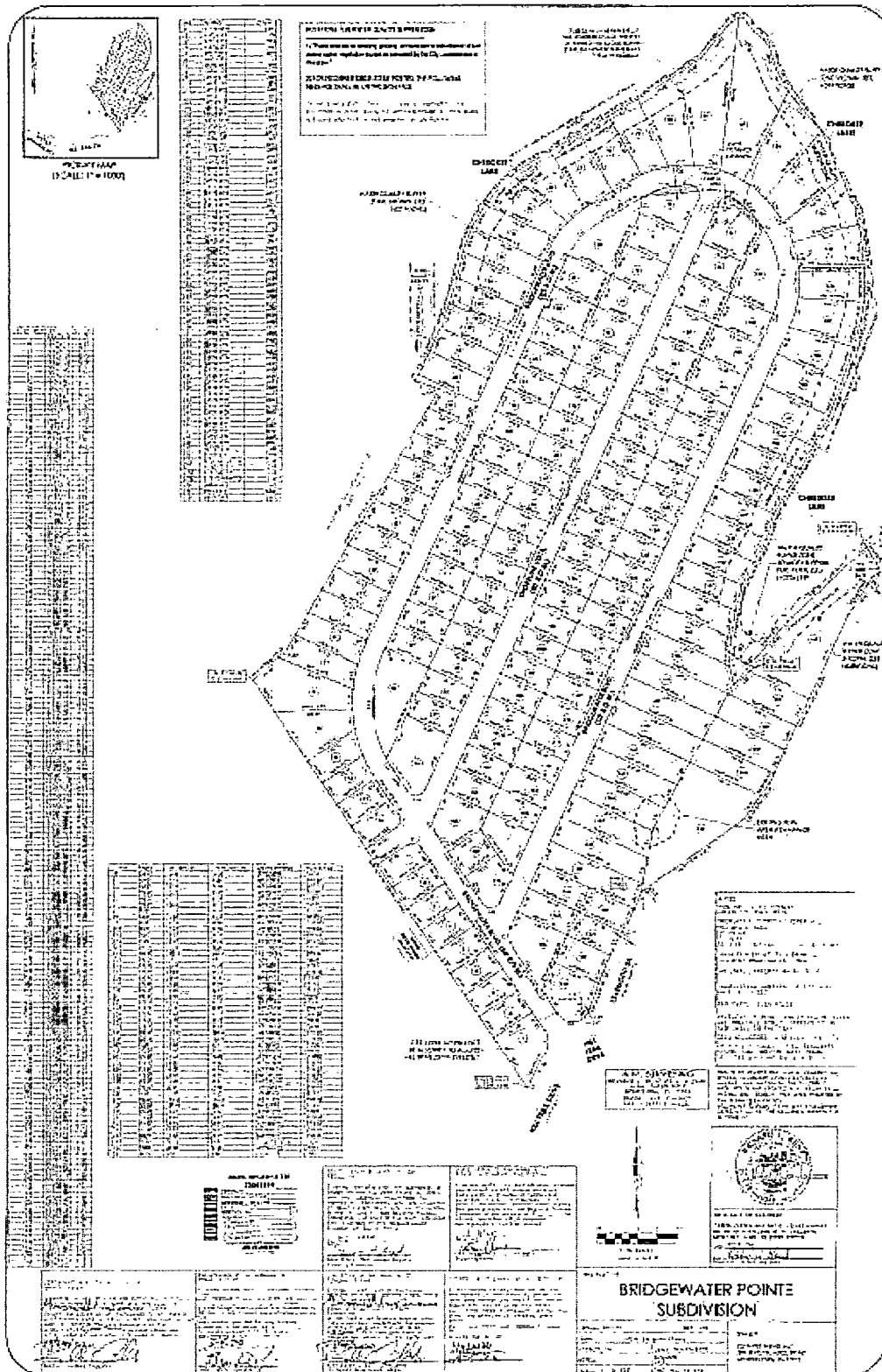


EXHIBIT B

Bridgewater Pointe

Architectural Review Committee Checklist/Guidelines

Initials _____

Lot _____

_____ Site Plan minimum scale: 1/8" = 1' or 1" = 10'

- Shows home in relation to boundaries
- ONE Story Set Back Requirements (see city requirements)
- TWO Story Set Back Requirements (see city requirements)
- Erosion Control Measures
- Driveways and Walks
- Fences
- Equipment

_____ Building Plan minimum scale: 1/4"=1'.

- Construction Blueprints showing rooms, porches, landings and stairs
- Elevation depicting all exterior walls
- Detailed Exterior specifications (materials and colors)

_____ Landscape Plan

- Shows location of landscaping area
- TWO street side trees installed before city certificate of occupancy issued
- Grading & drainage must retain moisture on site

_____ Square Footage

- One Story-

- Greater than 1500 square feet of livable area on street floor (not including garage, covered patios or porches, or other covered exterior space). Discretion to approve or not approve all floor plans rests with the Architectural Committee

Bridgewater Pointe

○ ONE & ONE HALF OR GREATER

- Greater than 1800 sq ft of livable area with 1000 sq ft minimum on street floor (not including garage, covered patios or porches, or other covered exterior space). Discretion to approve or not approve all floor plans rests with the Architectural Committee.

_____ Exterior Colors & Finishes = Example- stone, brick, siding

- Window/trim color-Garage/front door colors

_____ Roof

- Roofs shall be a minimum of 4/12 pitch, not exceed a pitch of 14/12 (unless variance approved)
- Vents/Pipes located on rear elevation (unless impractical)
- Vents/Pipes NOT on rear elevation as inconspicuous as possible and painted to match or blend with roof color.
- Roof Colors

_____ Gutters and Downspouts

- Designed as needed for home.
- Exposed gutters and downspouts shall be colored to blend with other features of home.

_____ Detached Storage Facilities & Equipment

- No basketball standard or court and no other recreational facility shall be constructed unless such is located within the backyard
- No portable basketball or other recreational standard shall be placed upon the sidewalk or street
- No pool, hot tub, deck, awning, gazebo, trellis, retaining wall, privacy screen, outbuilding, storage shed, arbor or any other structure shall be constructed without ARC approval
- Has same construction/coloring as house
- Doesn't crowd neighboring property
- No metal storage shed
- Decks constructed of natural wood or engineered wood products.

_____ Fence

- Design and location to be approved in advance ARC

_____ Landscaping (detail)

- Must be installed within 6 months of home completion

Bridgewater Pointe

- Automatic sprinkler system optional
- Sod or seed & straw installed on all areas not designated as planting beds or tree locations by end of home completion.
- Minimum planting requirements are \$2500 on street side of home and side yards

Covenants & Restrictions

- Review all Bridgewater Pointe covenants and restrictions before returning checklist

I have read the checklist and understand the requirements. I agree to provide the necessary documentation and materials to verify that I am compliant with the Bridgewater Pointe ARC Design Guidelines, and any additional restrictions the Architectural Review Committee places on my application.

Architect/Builder

Date

EXHIBIT C

COMMON AREA AND POOL GENERAL RULES

Bridgewater Pointe Homeowners Association

The following rules are in place to protect our facilities and our residents.

Bridgewater Pointe property owners/occupants and their dependent children living with them, along with eligible guests, are entitled to amenities access as defined as pool area, bathhouse and playground and subject to the following rules and regulations:

Notice: Non-compliance of any rule may result in immediate ejection and/or suspension from the Common Area for up to one year.

Guests are Welcome; but observation of rules and consideration of others is essential.

Admission and Entrance Guidelines

1. Your **BP HOA dues must be paid and up to date** in order to gain admission.
2. **Never loan your Gate Access Card to anyone.** Do not **block** open the gate. Always use the **Gate Access Card** to enter the Common Area.
3. Enter **ONLY** at the entrance gates (pedestrian or traffic gate). **Do not trespass on members' lots or yards, or climb the fence** to gain access to the amenities area.
4. **Non-residents of BP HOA must be accompanied by a homeowner or authorized resident.**
5. A **maximum of 2 friends** or guests are allowed to accompany the homeowner or authorized resident **at any time.** **Make sure they know the rules.** Homeowners may request to **schedule parties** by completing a party reservation request form from BP HOA and submitting the completed form, with applicable deposit, via mail to the BP HOA 296 Boyd School Road Morristown, TN 37813 or by calling 423-581-6329 and leaving a detailed message. (See Major Regulations on separate document for further details). **Please allow a minimum of two (2) weeks for processing these requests before the schedule event date.** **Note: homeowners or their authorized resident must personally be present for all such events.**

Other Requirements and Rules

1. **Gate Access Cards should be available for inspection** to Supervisors / Security at any time to verify residency/approved access. Failure to do so is a violation.
2. **No guns, knives, explosive material** are allowed on the premises at any time.
3. **Glass bottles or glass containers of any kind are prohibited.**
4. **Keep all food outside the pool area** and properly dispose of trash.
5. **No alcoholic beverages or illegal drugs** of any kind are allowed.
6. **Owners/residents and their guests MUST observe all POOL REGULATIONS** including: No food, No smoking, No alcoholic beverages, No glass containers, No inappropriate language or behavior.
7. **Owners/residents and their guests utilizing the pool and Amenities MUST follow the rules and/or directions from the BP HOA SECURITY STAFF OR BOARD.**
8. **ALL children not "potty trained" are required to wear swim diapers while in the pool or swim area.**
9. **Skate boards, skates, or wheeled vehicles of any kind are not permitted on the pool or playground areas.**
10. **Appropriate dress, modesty and language are expected. Inappropriate dress, nakedness and/or language** will result in ejection from the Common Area.
11. **Loud music** or noises that violates the City of Morristown noise ordinance code is **not permitted**.
12. **Reckless driving or speeding in and out** of the Common Area by any motor vehicle is **not permitted** and is considered a violation of the rules.
13. **Commons area is open from 8:00 am to 10:00 pm. The pool is open from 9:00 am to 9:00 pm during the "pool season" as determined by the Board, unless otherwise modified for weather conditions, maintenance, or security reasons.**
14. **Only maintenance and security personnel are allowed in the Commons Area after 10:00PM and the pool area after 9:00pm**
15. **No motorized vehicles** are allowed on the grounds of the Common Area, beyond the parking lot. (Motorized vehicles include golf carts, four wheelers or all-terrain vehicles, automobiles, motorcycles etc) Only maintenance, emergency personnel, or those persons who have **written**

permission from the Board may operate vehicles on the Common Area grounds.

Children and Protection

1. All children who are using the swimming pool or the surrounding grounds **must be closely watched by a responsible adult.**
2. Swings are for smaller children. For safety purposes, please **Do Not Climb on the swings, fences, and trees.**
3. Toys with small beads or gravel inside are not permitted in the pool because the contents can jam the pool pump and filters, causing major damage.
4. Anyone who has been suspended or has been convicted of any felony involving children will be considered as trespassing the facilities and the police will be called immediately.

Other Matters

1. If you make a mess, please clean it up. Be helpful and pick up your trash. +
2. Be helpful and fold down the umbrellas before you leave; wind can destroy them.
3. Do not bring anything from the lake area to the pool area because of algae. If algae forms in the pool, it will be closed until it can be safely used.
4. Pets must be kept on a leash in the Common Area and are not permitted in the pool area or playground area. Pet walkers are expected to clean up any messes their pet makes.
5. The pool and playground must be shared. Homeowners are to have equal access to these facilities. Note: Residents and their guests with scheduled and approved parties do not have exclusives use of the amenities or facilities when reserved.

Residents and Guests are Expected to Observe the Rules and Directions of the SECURITY GUARDS OR BOARD MEMBERS

By following the rules and guidelines, you can help ensure that the Bridgewater Pointe Amenities Area will remain open and safe for all of our homeowners.

By order of the Bridgewater Pointe Board of Directors

EXHIBIT D

Today's Date _____

Reservation for Bridgewater Pointe HOA Pool and/or Grounds Area

*****Cancellations must be made 72 hours prior to the reservation date*****

Requested Date _____

Time _____

Owner's First Name _____ Middle Initial _____ Last Name _____

Bridgewater Pointe Address and Phone Number _____

(Please Print)

I want to reserve the following:

____ Pool (\$100 usage fee, \$65 refundable if left clean and no damage. I understand that this reservation does not entitle my party to exclusive use of the pool)

____ Amenities Grounds (No charge if area left clean and no damage. I understand that this reservation does not entitle my party to exclusive use of the amenities area)

Number of guests in party _____ Deposit Amount _____ Date of Deposit _____

The Bridgewater Pointe Board has established a 30 guest limit pool party reservations to avoid overcrowding and allowance of other residents/members usage when parties are scheduled. Any equipment used at the party must have prior approval from the Board of Directors. All residents and guests must comply with amenities, rules and regulations; Failure to do so may result in revocation of privileges.

I agree to abide by the rules and regulations set by Bridgewater Pointe HOA in reserving the pool, and/or amenities grounds. I also understand that I m responsible for my guests following the rules and regulations.

Owner's Signature _____ Date: _____

Request Approved by: _____ Date: _____

Name of owner notified: _____ Date: _____

Condition of facilities after usage verified by: _____ Date: _____

Amount refunded (if any): _____ Refund tendered to: _____

Please make checks payable to Bridgewater Pointe HOA and mail to 296 Boyd School Road Morristown, TN 37813