

CHANDELLE AIRPARK ASSOCIATION, INC.

DECLARATION

OF

RESTRICTIVE COVENANTS

May 17, 2017

CHANDELLE AIRPARK ASSOCIATION RESTRICTIVE COVENANTS

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CHANDELLE AIRPARK ASSOCIATION RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (hereinafter sometimes referred to as "Declaration"), is made on the date herein set forth by Chandelle Airpark Association, Inc., hereinafter referred to as "Association";

W I T N E S S E T H:

WHEREAS, the subdivision in the County of Coffee, State of Tennessee, known as Chandelle Airpark Estates, was owned and developed by John and Betty Stubbs, as Chandelle Airpark Development Company, LLC, a plat of the first phase of the same, attached hereto as Exhibit A, being of record in Plat Cabinet 394A Register's Office for said County; and

WHEREAS, in the best interest of the developers during the development stage and to the benefit, interest and advantage of each and every person or other entity acquiring any of the within described property that certain covenants, conditions, easement, assessment, liens and restrictions governing and regulating the use and occupancy of the same were created and filed in the office of Coffee County Register of Deeds, Book T410, Page 991, on October 23, 1997, and set forth and declared to be covenants running with the land; and

WHEREAS, Chandelle Airpark Association, Inc., a non-profit corporation was created under the laws of the State of Tennessee and was formed on December 15, 1997, and

WHEREAS, the Association has deemed it desirable, for the on-going preservation of the values and amenities in said community, to amend and establish its own restrictive covenants and bylaws, hereinafter defined, which shall replace the aforementioned and shall delegate and assign the powers of maintaining, administering and enforcing these covenants and restrictions, and shall levy, collect and disburse the assessments and charges hereinafter created, and shall be governed through its Board of Directors, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, in consideration of the premises, the Association members with any and all persons, firms, corporations or other entities hereafter acquiring any of the property hereinafter described, that the same shall be and is hereby subject to the following restrictions, covenants, conditions, easement, assessment and liens (all hereinafter collectively referred to as the "Restrictions") relating to the use and occupancy thereof, said Restrictions to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described properties made subject to this Declaration, by acceptance of a deed or other conveyance of any interest in or to said property, and regardless of whether the same shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take such property interest subject to this Declaration and to the terms and conditions hereof and shall be deemed to have assented to same.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental declaration hereto (unless the content shall prohibit) shall have the following meanings:

1. CHANDELLE AIRPARK ASSOCIATION, INC., hereinafter called the "Association" is a non-profit corporation existing under the laws of the State of Tennessee, its successors and assigns.

2. COMMON AREA(s) shall mean and refer to any and all real property owned by the Association, or such other property to which the Association may hold legal title, whether in fee or for a term of years, for the prior and superior but non-exclusive, use, benefit and enjoyment of the member of the Association, subject to the provision of this Declaration. The Common Areas shall be shown on the plat(s) of Chandelle Airpark Estates and designated as "Common Open Space."

3. DECLARATION shall mean and refer to this Declaration of covenants, conditions and restrictions applicable to the properties and which is recorded in the office of the Register of Deeds of Coffee County, Tennessee.

4. LOT shall mean and refer to any plot of land to be used for single family residential purposes and so designated on any subdivision plat or survey of Chandelle Airpark Estates, which shall be of public record.

5. OWNER shall mean and refer to the record owner, whether one or more persons or entities, of which is a part of Chandelle Airpark Estates, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

6. PROPERTIES shall mean and refer to any and all of that certain real property now which may hereafter be brought within that certain residential subdivision in Coffee County, Tennessee, which subdivision is and shall be common known as Chandelle Airpark Estates.

7. MEMBER shall mean and refer to any person who is the owner of a Lot and as such is a member of the Association.

8. PERSON shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

9. CHANDELLE AIRPARK ESTATES shall mean and refer to that certain residential community known as Chandelle Airpark Estates Subdivision which is individually owned real property owned by members of the Association in Coffee County, Tennessee.

ARTICLE II
PROPERTIES SUBJECT TO THIS DECLARATION

The properties within Chandelle Airpark Estates which are and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Coffee County, Tennessee, and is more particularly described and shown on a boundary survey prepared by R-Square Associates dated May 18, 1996.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

SECTION ONE. MEMBERSHIP

1. Every person or entity who is the owner of record of any ownership interest in any Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-laws, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as a security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, the membership as to such Lot shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two hereinbelow.

2. No membership or initiation fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each member's Lot as specified in the Declaration, the By-laws, or as the members of the Association may from time to time hereafter adopt.

SECTION TWO. VOTING AND VOTING RIGHTS

1. Voting rights of the membership shall be appurtenant to the ownership of the Lot. Each lot shall represent one vote regardless of the number of owners. The vote for any such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a lot and in no event shall more than one vote be cast with respect to any Lot.

2. Any member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such member(s) shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Should a member wish to vote by proxy, said written proxy shall include the Lot number or address for which the vote is being cast, the name of the Lot owner appointing the proxy, the name of the person being appointed proxy, date signed, and the signature of the Lot owner.

4. All matters including the election of the Board of Directors shall be conducted by voice vote or by show of hands unless a majority of the members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. When Directors are to be elected by the members, the solicitation of proxies for such elections may be conducted by mail or e-mail and must be submitted prior to the annual meeting. Said ballots and/or proxies shall be delivered to the then-acting Secretary for recording and tallying. To be valid, said ballot or proxy must contain the voter's lot number or street address and whether or not said vote is by proxy. A proxy form is attached hereto.

ARTICLE IV
COMMON AREA PROPERTY RIGHTS

SECTION ONE. Every owner shall have a non-exclusive right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title for every Lot subject to the provisions of this Declaration, and the Charter and By-laws of the Association, including but not limited to, the following:

1. Subject to the provisions of this Declaration, the right of the Association to limit the use of the Common Area to owners, their families and guests;
2. The right of the Association to suspend the voting and enjoyment rights of an owner for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;
3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless the members entitled to at least two-thirds of the votes agree to such dedication or transfer and signify their agreement by a signed and recorded written document;
4. The right of the Association to install safety devices and safety signs upon any street or walkway within the subdivision.

SECTION TWO: The right and easement of enjoyment granted to every owner in Section One of this Article may be exercised by members of the owner's family, and an owner may delegate his rights of enjoyment in the Common Area to his tenants or contract purchasers who occupy the property of the owner within the properties.

SECTION THREE: Every owner shall have an interest in all of the property owned by the Association equal to the number of votes to which said member is entitled divided by to the total number of votes in the Association.

SECTION FOUR: Any provisions to the contrary in these restrictive covenants or elsewhere notwithstanding, the Common Area shall not be used except for one or more of the following uses or purposes:

1. Taxiways
2. Temporary airplane parking during special events sanctioned by the Association.

The Common Area shall remain as open space, and there shall be no subdivision of the same. No building, structure or facility shall be placed, installed, erected, or constructed in or on said Common Area.

ARTICLE V. COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION ONE. ANNUAL ASSESSMENT FOR MAINTENANCE FUND. Each owner of a Lot, and every subsequent owner thereof, shall be responsible for paying to the Association:

1. Annual assessments or dues for the creation and continuation of maintenance fund in amounts to be established from time to time by the Board of Directors of the Association.
2. Special assessments as approved by the members, to be established and collected as hereinafter provided.

SECTION TWO. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its members, which purposes may include but not be limited to, maintenance, landscaping and beautification of the public or Common Areas or structures located thereon, if any. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Areas, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance as needed for any special events; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

SECTION THREE. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENT. In order to secure payment at and after due date, as each assessment, if any, becomes due there shall attach a continuing lien and charge against each Lot in default, the amount of which shall include costs and reasonable attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Such personal obligation shall not pass to successors in title unless expressly assumed by them, provided such assumption shall not relieve such owner or such obligation if the same is not paid when due by the successor assuming it.

SECTION FOUR. EXEMPT PROPERTY. The assessments, charges and liens created under this Article V shall not apply to the Common Area, nor shall it apply to any Lot whose title is vested in any first mortgagee subsequent to foreclosure, provided, however, that upon the resale of such property by such first mortgagee, the assessment herein provided shall again commence and accrue and shall be fully applicable to such Lot upon the conveyance of the same to any subsequent owner.

SECTION FIVE: SPECIAL ASSESSMENTS. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special-assessment, except as hereinafter stated in Section Six, hereunder, applicable to that year only, provided that any such assessment shall be approved by no less than two-thirds (2/3) of the votes of the membership cast in person or by proxy, at a meeting duly called for this purpose.

SECTION SIX: ASSESSMENT RATE. Excepting exempt property, both annual and special assessment for the Lots, shall be fixed at uniform rates as follows:

Single-family homes. Each Lot designated as a Lot on which a single-family home is or may be constructed shall be assessed at a rate of one hundred percent (100%) of any annual or special assessment.

SECTION SEVEN: NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION FIVE. Written notice of any meeting called for the purpose of taking any action authorized under Section Five of this Article shall be sent to all members not less than ten (10) days nor more than sixty (60) days in

advance of the meeting. A majority of the members present in person or by proxy shall constitute a quorum. No such subsequent meeting shall be held later than thirty (30) days following the preceding meeting.

SECTION EIGHT: EFFECT OF NON-PAYMENT OF ASSESSMENT REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal contract rate and to the extent allowed by law. The Association, its agent or representative, may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

SECTION NINE: SUBORDINATION OF THE LIEN TO MORTGAGES. The liens provided for herein shall be subordinate to the lien of any deed of trust (sometimes hereinafter called "mortgage") on any Lot if, but only if, all such assessments with respect to such Lot having a due date on or prior to the date such mortgage is filed for record have been paid. The lien and permanent charge hereby subordinated is only such lien and charge as relates to assessments authorized hereunder having a due date subsequent to the date such mortgage is filed of record and prior to the satisfaction, cancellation or foreclosure of such mortgage or the sale or transfer of the mortgaged property pursuant to any proceeding in lieu of foreclosure or the sale or transfer of the mortgaged property pursuant to a sale under power contained in such mortgage. Sale or transfer of any Lot shall not affect any assessment lien. The sale or transfer of any Lot which is subject to any mortgage pursuant to a foreclosure thereof or under a power of sale or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, (and subsequent to the recordation of the mortgage which has been foreclosed), but the Association shall have a lien upon the proceeds from foreclosure or of sale junior only to the said foreclosed first mortgage but senior to the equity of redemption of the mortgagor or trustor. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE VI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Association shall elect an Architectural Committee ("Committee") which shall assume and be responsible for enforcing the restrictions set forth in this Article. This Article shall apply to residential Lots designated for single family homes within Chandelle Airpark Subdivision. The following architectural, maintenance and use restrictions shall apply to each and every residential Lot designated for single family homes now or hereinafter subject to this Declaration:

SECTION ONE: APPROVAL OF PLANS AND ARCHITECTURAL COMMITTEE.

1. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence-wall, road, swimming pool, landscaping or, improvement of any character or kind shall be constructed without obtaining the prior written approval of the Committee as to location, plans and specification, collectively the "Plans." This restriction does not apply to remodeling the interior of homes where the remodeling is not visible from the street or from adjoining lots. As a prerequisite to

consideration for approval and prior to beginning the contemplated work, a complete set of the plat, the building plans and specification, and the landscaping plans and specifications must be submitted to the Committee. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans. The Committee shall be entitled to stop any construction in violation of these restrictions. In the event the Committee fails within sixty (60) days to approve or disapprove such plans and specifications, approval will not be required, and this Section will be deemed to have been fully complied with. The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specification in an amount not to exceed \$25.00.

2. A Committee shall consist of not less than three (3) nor more than five (5) members which shall exercise authority to approve Plans. The Committeemen shall be elected by a majority of the votes of the Association members, cast in person or by proxy at a meeting duly called for this purpose, but provided that the existing Committeemen may serve until their successors are so elected.

SECTION TWO: ASSURANCE OF COMPLETION. The Committee will be charged with the responsibility of obtaining a performance bond in the amount of two thousand five hundred (\$2,500) Dollars on forms acceptable to the Committee which will be required before construction can commence on any residential lot. The bond will be to insure that all of the conditions and requirements involving construction shall be fully met. The bond should not be submitted until after the owner receives final plan approval by the Committee. In lieu of a performance bond the owner's check, made payable to Chandelle Airpark Association, Inc., will be acceptable. When construction is completed and a final inspection is made by the Committee the two thousand five hundred (\$2,500) Dollars will be refunded when it is proven that there has been no unsatisfied damages to private or public property or violation of the Plan approval conditions, deed restrictions or the covenants of this Declaration.

SECTION THREE: IMPROVEMENT, SET BACK AND USE RESTRICTIONS.

1. All structures and improvements must be built to comply substantially with the plans and specifications as approved by the Committee. Before any house may be occupied, it must be completely finished and a certificate of completion must be issued by the Committee. Hangars, cabanas, pool houses, etc, will be permitted when their design and materials are approved by the Committee.

2. No building or structure or any part thereof shall be located on any Lot nearer to the front line, the rear line, nor any side line than the minimum setback lines shown on the recorded plat or as required by the applicable zoning regulations of Coffee County and the City of Tullahoma.

3. The ground floor living area of the main structure upon any Lot, designated for single family homes, exclusive of open porches, porticos, garages, and breezeways shall not be less than 2,500 square feet for a one story dwelling. Any dwelling consisting of split-levels, multiple stories or multiple floors, shall have a ground floor of no less than 1,400 square feet and an aggregate overall floor area no less than 2,500 square feet.

4. All fencing shall be black metal, wrought iron or aluminum, a minimum of four feet in height and shall be erected after Committee approval.

5. Swimming pools must be located to the rear of the main dwelling, and below ground level. All swimming pools shall be fenced for safety purposes. All fencing shall be black metal, wrought iron or aluminum, as in Item 4 above. Any water pumped or drained from swimming pools shall be piped to the street.

6. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers and said containers must be kept in a clean and sanitary condition. The burning of trash, leaves, clippings or other debris or refuse shall not be permitted on any part of any land without any and all necessary permits from any local bodies having jurisdiction over such burning. The burning of construction trash and scrap constitutes a potential fire hazard to the community and will not be permitted without any or all necessary permits. All garbage containers including those provided by the City of Tullahoma shall be enclosed and located in the rear of the residence. Any and all equipment, coolers, woodpiles (except logs for wood-burning fireplaces, neatly stacked), garbage can refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal the same from the view of neighboring lots, roads, streets or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

7. All hangars erected, constructed or maintained upon any of the Lots in Chandelle Airpark Estates shall be fully enclosed permanent structures and shall not exceed 3,600 square feet, which size shall include any space allocated for workshop, restroom facilities, storage area or any other purpose.

8. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot except for the purpose of construction. Said material shall not be stored on such Lot for longer than the length of time reasonably necessary for the completion of construction.

9. No exposed above ground tanks (excepting only such public water reservoirs as may be required by the Tullahoma Power, Water and Sewer Systems) will be permitted for the storage of fuel, water or any other substance. All public and privately owned electrical, telephone, cable television, gas, water, and sewer lines and communications, including but not limited to wires, cables, pipes and mains, shall be installed underground.

10. Unless expressly approved in writing by the Committee, no outside radio transmission tower or receiving antenna shall be erected by an owner, or any agent thereof, within the restricted property.

11. No dwelling shall have an exterior composed of more than twenty-five (25%) percent asbestos siding, vinyl or wood shingles or perma-stone and shall have no exposed concrete or cinder block. Aluminum or vinyl siding or other similar material shall not be used as a predominant covering.

12. No Lots shall have access except from roads designated on the recorded plat of the subdivision.

13. All driveways shall be of concrete surface construction, at least twelve (12) feet wide. Each property owner shall provide space for the parking of automobiles off public right-of-ways in accordance with reasonable standards established by the Committee. Parking or storing of any inoperable or junk vehicle is prohibited.

14. Each residence owner shall be responsible for a mailbox with house number identification in accordance with the regulations of the Association. All mailboxes/newspaper boxes shall be of a type, style and location as set forth by the Architectural Guidelines. Each residence shall have said mailbox and house number identification installed within thirty (30) days of completion of his residence.

15. Outside clotheslines or other clothes hanging devices are prohibited.

16. No advertising sign of any kind whatsoever shall be erected upon, displayed or otherwise exposed to view on any Lot or any improvement thereon without the prior written consent of the Committee. However this requirement shall not preclude the placement by homeowners of "For Sale" signs in the front of individual residences, provided that such signs are of a size, character and number approved by the Association.

17. No house trailer, boat, boat trailer, camper, tent, shed, or any other such trailer, vessel or temporary structure shall be permitted on any Lot unless screened from view of adjoining Lots, streets, and Common Areas. Temporary buildings and other structures shall only be permitted during the construction period of houses or subsequent Committee approval.

18. Setback provisions herein prescribed may be altered by the Committee whenever in its sole discretion, the topography or configuration of any Lot will so require. The provisions of this Section are subject, however, at all times to the requirements of the Tullahoma Regional Planning Commission zoning law and the Tullahoma Municipal Airport Authority, Inc. No deviations or alterations from the requirements of these restrictions shall be permitted if such alteration or deviation would constitute a violation of the applicable zoning law of the Tullahoma Regional Planning Commission or the Airport Authority.

19. No building or structure or any part thereof shall penetrate airport areas that protect the use of runways so designated on the Airport Layout Plan (ALP) filed with the Tennessee Aeronautical Division.

20. All construction work must be prosecuted with all due diligence, and no incomplete structures shall be permitted to exist nor shall same be maintained upon said Lot for a period longer than ninety (90) days after any cessation of actual construction work thereon. Construction of any structure shall be completed within eighteen (18) months from the beginning of construction, however, continual reasonable efforts shall be in progress until completion. Other improvements such as driveway installation and landscaping enhancements shall be completed within twelve (12) months from the date of construction completion.

21. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots with the written approval of the Committee.

SECTION FOUR: MAINTENANCE. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners. Such maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, walkways, and other exterior improvements, lawn maintenance and proper attention and care for all trees, shrubs and other landscaping. In the event an owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, and in the event such owner fails to cure such conditions, or to diligently commence to cure the same within seven (7) days after written notice of his failure duly given to them by the Board, the Association may, with the approval of two-thirds of the members of the Association, through its agents and employees, enter upon said Lot and repair, maintain and restore the same and the exterior of the buildings and other improvements and landscaping thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and owner shall be personally liable to the Association for the costs of such maintenance. The costs, until paid, shall be a permanent charge and lien upon such Lot enforceable to the same extent and collectible

as provided for in Article V, entitled "Covenant for Maintenance Assessments." Although notice is given as provided in Section Eight of this Article, it shall be sufficient to give the Association the right to enter upon such Lot and perform such maintenance. Entry for such purposes shall be only between the hours of 7:00 AM and 6:00 PM on any day excluding Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

SECTION FIVE: RESIDENTIAL USE

1. Lots shall be used only for residential purposes.
2. Residential structure on any Lot shall be designed, constructed, modified or used for no more than one family, and only one house is to be erected or constructed on any Lot. Duplex residences, garage or basement apartments or group homes are prohibited and shall not be erected or allowed to remain on any Lot.
3. No part of any building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court, or other transient accommodation. Any rental or lease term of a home shall not be less than three (3) months. The private use of or the separate leasing of hangar space shall be prohibited for any commercial business activity. Hangars shall only be used or leased for aircraft storage and personal maintenance and repairs.
4. No trailer, basement, tent, shack, garage, barn or other out building erected on any Lot shall at any time, be erected, placed or used as a residence, temporarily or permanently.

SECTION SIX. MINOR CHILDREN, ANIMALS AND PETS. When minor children are present in the Airpark, the property owner and/or the children's parents shall be liable for their children and shall hold harmless any neighboring owner from accidental injuries on a neighbor's property when parents have failed to confine their children to their own property. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which may be kept thereon in reasonable numbers as pets for the sole pleasure and purpose of the occupants but not for any commercial use or purpose. Birds shall be confined in cages, and dogs shall not be permitted to run loose. All animals must be secured by a leash or lead, or under the control of a responsible person, and obedient to that person's command at any time they are permitted outside the owner's home.

SECTION SEVEN. NUISANCES AND AIRPARK NOISE. No house or other structure on any Lot shall be used for commercial or business purposes. Each owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. However airplane noise, engine run up, taxiing, take off/landing noises are acceptable and expected in any airpark community. Each owner shall refrain from lodging complaints about normal airport and airpark noise from the normal operation of airplanes.

SECTION EIGHT. UNSIGHTLY MATERIALS. No lot shall be used in whole or in part for storage of rubbish of any character whatsoever; nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors. No stored materials, wrecked or inoperable vehicles, aircraft or

similarly unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event any owner of any developed Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds, or underbrush the Board may, at its option, ten (10) days after posting a notice thereon, or mailing a notice to said owner at his property address enter and remove all such unsightly items and growth at said owner's expense. Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot enforceable to the extent and collectible as provided for in Article V, entitled "Covenant for Maintenance and Assessments." By acquiring property subject to these restrictions, each and every owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction. Owners of property adjacent to the airstrip shall be obligated to refrain from any actions which would detract from the safety qualities of the airstrip or the development of an attractive overall landscaping plan for the entire airstrip area. Such prohibited actions shall include, but are not limited to, such activities as burning trash on the property when the smoke could cross onto the airstrip and the maintenance of unfenced dogs or other pets on the property under conditions interfering with aircraft operations.

SECTION NINE. GOVERNMENTAL REGULATIONS. Each owner shall observe all governmental building codes, health regulations, zoning restrictions, Federal Aviation Regulations (FAR) and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the higher authority shall apply.

ARTICLE VII EASEMENTS

SECTION ONE. GENERAL. Each Lot now or hereafter subject to this Declaration shall be subject to all the easements shown or set forth on the recorded plat(s) upon which such Lot is shown. No structure(s) of any type shall be erected or placed upon any part of a Lot or Common Area which will interfere with the rights and use of any and all easements shown on said recorded plat(s).

SECTION TWO. UTILITY AND DRAINAGE. Easements on each Lot are shown on the aforementioned subdivision plat. The purpose of these easements shall be to provide, install, maintain, construct and operate utility service lines to, from or for each of the individual subdivision Lots. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by owner, except for those improvements for which a public authority or utility company is responsible. With ten (10) days prior written notice to owner, Association may exercise the rights reserved in Sections Four of Article VI for the purpose of removing obstructions in such easements upon owner's failure to do so.

SECTION THREE. EMERGENCY. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Association, firemen, ambulance personnel, and all similar persons to enter upon the properties or any portion thereof which is now or hereafter made subject to these Declarations in the performance of their respective duties.

SECTION FOUR. AIRSTRIP. There is a reserved airstrip easement. Such easement shall allow maintenance and landscaping which may include regular removal of underbrush, trees, trash or debris, planting of grass, watering, application of fertilizer and mowing the easement area. This easement area shall be limited to the locations shown on the aforementioned recorded subdivision plat. With regard to such Lots bordering the airstrip, provisions shall be made permitting airplane access to and from the Lot by means of the taxiway.

ARTICLE VIII GENERAL PROVISIONS

SECTION ONE. DURATION. The foregoing restrictions shall be construed to be covenants running with the land and shall bind and run with the properties for a period of thirty (20) years from the date hereof, at which time they shall be extended for successive periods of twenty (20) years each unless it is agreed by the vote of a majority in interest of the Lot owners to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

SECTION TWO. AMENDMENT. The covenants and restrictions of this Declaration, as they pertain to the Lots designated for single family dwellings and other properties shown on the recorded plat may be amended at any time and from time to time by an agreement signed by at least two-thirds of the owners whose Lots are then subject hereto. Written notice of any meeting called for the purpose of taking any such action shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The first such meeting called, the presence in person or by proxy of members entitled to cast 60% of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum shall be the majority of members present. No such subsequent meeting shall be held later than thirty (30) days following the preceding meeting. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, hereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

SECTION THREE. ENFORCEMENT. If any person, firm or corporation shall violate, or attempt to violate, any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Chandelle Airpark Estates to bring an action against the violating party at law or in

equity for any claim which these restrictions may create in such other owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fees. Any failure by the Association or any property owner to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall not affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

SECTION FOUR. HEADINGS AND BINDING EFFECT. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Association and all persons claiming by, through and under the Association. The use of gender shall be applicable to all genders as context may require.

In the event any one or more of the foregoing restrictive covenants are to be declared null and void, or unconstitutional by any court or competent jurisdiction in the suit involving said property or said restricted covenants, all other restrictive covenants shall be and remain in full force or effect.

No previous waiver, failure or delay in enforcement of any provision of these Restrictive Covenants shall constitute a waiver of any provision or requirement herein.

IN WITNESS WHEREOF, the Association has caused this Declaration of Restrictive Covenants to be duly signed this ____ day of _____, 2017.

CHANDELLE AIRPARK ASSOCIATION, INC

BY: _____

Daniel Garrett, President

Sharon Tinkler, Secretary/Treasurer

STATE OF TENNESSEE
COUNTY OF COFFEE

Personally appeared before me, the undersigned Notary Public in and for said County and State, Daniel Garrett and Sharon Tinkler, with all of whom I am personally acquainted, and who acknowledge themselves by copy of the minutes of the meeting of the Association on May 17, 2016, to be the acting President and Secretary/Treasurer, and each an Officer of Chandelle Airpark Association, Inc., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public

Date

(SEAL)

My Commission Expires: _____

EDITORS NOTE: This document was transcribed from a photocopy of the original document, but signatures and stamps were not transferred as part of the transcription. The original document was signed by Association officers and notarized on May 17, 2017, and was legally filed with Coffee County on May 18, 2017.