

**CHAPEL CREEK RESTRICTIVE COVENANTS**  
**AMENDED AND RESTATED**

**SECTIONS**  
**I, II, III, IV, AND V**

**THIS DOCUMENT, EFFECTIVE 1/1/2024,**  
**SUPERSEDES ALL PREVIOUS DOCUMENTS ON FILE**

- A. DECLARATION
- B. PURPOSE
- C. MEMBERSHIP
- D. OWNERSHIP, PROPERTY, AND VOTING RIGHTS
- E. MAINTENANCE ASSESSMENTS
- F. ARCHITECTURE, FREE STANDING BUILDINGS AND IMPROVEMENTS
- G. LOTS, EASEMENTS, AND UTILITIES
- H. HOMEOWNER RESTRICTIONS
- I. RESTRICTIVE COVENANT ENFORCEMENT

A. DECLARATION

KNOW ALL MEN BY THESE PRESENTS: That Lee W. Godfrey, (his successors or assigns being hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in:

- Section I - Plat Book 5, Page 253
- Section II - Plat Book 5, Page 321
- Section III - Plat Book 6, Page 153
- Section IV - Plat Book 6, Page 226
- Section V - Plat Book 7, Page 103

("Plat") reference to which Plat is hereby made, and the owner of all the lots into which such property is subdivided as shown by such Plat, and desiring to create and establish certain restrictions with respect to all of the lots in all Sections (I- V) of Chapel Creek Subdivision, the common areas, and all other property in said Development and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and for the purpose of maintaining the integrity of the natural scenic beauty of the development, and as an inducement to encourage the purchase by others of such lots for residential purposes, does hereby impress upon the property described in the Plat and upon each and all of the lots into which the same has been subdivided as provided by the Plat the following covenants and restrictions.

B. PURPOSE

1. The purpose of Chapel Creek Homeowners Association shall be for the owners of lots in Chapel Creek Sections I, II, III, IV, and V to be responsible for (1) upkeep and maintenance of the

following common areas: entrances to Chapel Creek Subdivision and grassy area located in the culdesac of Mill Creek Cove and (2) to take any other reasonable actions necessary to enhance or improve the general condition of the subdivision.

2. All lots in all Sections of Chapel Creek Subdivision ("Development") shall be used for private, residential purposes only. All buildings must be of traditional architectural styles more commonly known as Georgian, Colonial, Tudor, Williamsburg, French, Italian Renaissance, and similar compatible styles.

3. All common areas shall be for the use and recreation of lot owners only, their immediate families, and their guests, provided said guests are accompanied by a lot owner or his immediate family when said common areas are so used.

### C. MEMBERSHIP

4. Each owner of any lot described in said Plat at the time of acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to become a member of the Chapel Creek Homeowners Association, Inc., ("Association" ), pursuant to said HOA By-Laws, and is deemed to covenant and agrees to pay said Association periodic and special assessments as the governing board of said Association shall establish pursuant to its By-Laws.

5. "Owner" herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excluded those having an interest in the affected lot merely as security for the performance of an obligation.

### D. OWNERSHIP, PROPERTY, AND VOTING RIGHTS

6. Developer conveyed ownership of common areas after 80% of lots had been sold. Upon that date, Developer transferred ownership to the Association. The Association accepted fee simple title to said common areas as a lot, subject to such easements, liens, and encumbrances of record at the time of transfer.

7. Each owner of any lot described herein, their immediate family, agents, employees, guests, heirs, and assigns (collectively "users of the property"), by acceptance of a deed and with use of any property in the Community, including common area, hereby acknowledge that they use said property at their own risk and release Homeowners Association from any liability to said users of the property for any damages, losses, expenses or other costs incurred by users of the property as a result of their use of said property.

8. If more than one person holds title to a particular lot, that group of persons shall be entitled to one vote per lot.

9. Any voting issues including but not limited to, restatement, amendment, or addendum to Covenants or Bylaws will require a simple majority vote of homeowners. That majority will be determined by votes cast of those present in Homeowner's Meeting.

### E. MAINTENANCE ASSESSMENTS

10. The periodic and special assessments, together with interest, cost and reasonable attorney's fees, shall be charged upon each affected lot and shall be a continuing lien upon the affected lot against which each such assessment is made. Each such assessment, together

with interest cost and attorney's fees, shall also be a personal obligation of the person who is owner of the lot at the time when the assessment becomes due and payable.

11. The lien of assessments provided for herein shall be subordinate to the lien of any deeds of trust, or mortgages already in place. Sale or transfer of any affected lot shall not affect the assessment lien.

- The sale or transfer of any affected lot which is subject to any deed of trust or mortgage, pursuant to a trustee's deed of foreclosure under such deed of trust or mortgage or any receiving in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to payments thereof which become due prior to such sale or transfer.
- No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

12. Assessments are a one time fee to the homeowner/member intended to pay for extraordinary or unexpected expenses. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days from the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate of interest allowable in the state of Tennessee, and the Association may bring any action at law or equity against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, cost and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability of the assessments provided for herein by nonuse of any common area or abandonment of his lot.

13. Homeowner Dues are a recurring annual fee intended to pay for the day to day expenses of the HOA. These dues are payable on January 1<sup>st</sup> of each year; dues not received within 30 days of the due date will be considered delinquent and will be subject to late pay penalties. Dues and penalties not received by 4/1 will be subject to placement of lien against the property, and interest, cost and reasonable attorney's fees for any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability of the assessments provided for herein by nonuse of any common area or abandonment of his lot.

14. Homeowners not in compliance with Covenants will be notified with request to correct the issue. Depending on the issue, failure to correct the violation may result in fines and/or necessary action including legal recourse by the HOA in which the owner would be personally obligated to pay any and all associated expenses of such action.

## F. ARCHITECTURE, FREESTANDING BUILDINGS, AND IMPROVEMENTS

15. No Building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures which are customarily used as "outbuildings" for a single family dwelling unit and which are of similar design and construction to the single family dwelling unit.

16. While the HOA owns all common areas, no improvements, buildings, or other structures shall be constructed on said property without prior written consent of the HOA.

17. Except with prior written approval of the HOA, any dwelling erected on any residential lot shall have a minimum interior as follows:

- SECTION I - 1600 square feet minimum interior ground floor area to be exclusive of all areas within open porches, breeze ways, and accessory buildings; provided however, that a 1-1½ or two story dwelling may have a minimum interior ground floor area of **1000** square feet if such 1½ or two story dwelling has a total interior heated floor area (exclusive of open porches, breeze ways, and accessory buildings) of at least **1850** square feet.

- SECTION II - 1700 square feet minimum interior ground floor area to be exclusive of all areas within open porches, breeze ways, and accessory buildings; provided however, that a 1-1½ or two story dwelling may have a minimum interior ground floor area of **1000** square feet if such 1½ or two story dwelling has a total interior heated floor area (exclusive of open porches, breeze ways, and accessory buildings) of at least **1850** square feet.
- SECTION III - 1700 square feet minimum interior ground floor area to be exclusive of all areas within open porches, breeze ways, and accessory buildings; provided however, that a 1-1½ or two story dwelling may have a minimum interior ground floor area of **1000** square feet if such 1-1/2 or two story dwelling has a total interior heated floor area (exclusive of open porches, breeze ways, and accessory buildings) of at least **1850** square feet.
- SECTION IV - 2000 square feet minimum interior ground floor area to be exclusive of all areas within open porches, breeze ways, and accessory buildings; provided however, that a 1-1 ½ or two story dwelling may have a minimum interior ground floor area of **1200** square feet if such 1½ or two story dwelling has a total interior heated floor area (exclusive of open porches, breeze ways, and accessory buildings) of at least **2200** square feet.
- SECTION V - 2000 square feet minimum interior ground floor area to be exclusive of all areas within open porches, breeze ways, and accessory buildings; provided however, that a 1-1 ½ or two story dwelling may have a minimum interior ground floor area of **1200** square feet if such 1½ or two story dwelling has a total interior heated floor area (exclusive of open porches, breeze ways, and accessory buildings) of at least **2200** square feet.

18. All residences constructed upon any lot must contain a garage with sufficient room for at least two (2) automobiles. All garages shall be attached to the dwelling and contain electrically operated doors for vehicles.

19. The exterior of all homes will be brick veneer or stucco (dryvit) type construction.

- No Building or other structure shall be erected on any lot unless of a permanent type, and in no event, shall the outside walls of any dwelling be covered with imitation brick or prefabricated brick panes, vinyl siding, aluminum siding, masonite siding, or wood siding.
- No Building with an open or exposed block foundation or other unsightly mode or method of construction shall be placed on any lot.
- No structure of a temporary character or nature, including but not limited to, a trailer, basement, tent, or shack shall be placed or erected on any lot, and no garage, barn, or outbuilding shall be used on any lot at any time as a residence, whether temporary or permanent.
- No mobile homes, modular constructed homes, or previously used structure of any type shall be placed on any lot. The exterior of all Buildings shall be constructed of new material, except that the use of "old brick" and "old ironwork" and other ornamental objects may be permitted with prior approval of the HOA.

20. All roofing shall consist of either a three tab asphalt shingle or an architectural shingle. All colors shall blend and compliment the exterior finishes of the dwelling. No metal, aluminum or vinyl roofs of any type are allowed to be added, attached, constructed or installed on any exterior structure or erected on any lot in the development.

Roof pitch of front of all buildings shall be as follows:

Section I - at least 7/12

Section II - at least 10/12

Section III - at least 10/12

Section IV - at least 10/12

Section V - at least 9/12

All shingle replacements or installation of new roof must be approved by the HOA prior to change. (If existing roof is replaced with new shingle of same color, no prior approval is required.)

21. All exterior windows of "buildings" must be of wood construction, vinyl construction, or a material approved by the HOA. All windows and/or window replacements must have prior written approval of the HOA. (If existing windows are replaced with same material and construction, no approval is required.)

22. No building erected on any residential lot shall be more than two (2) stories in height (exclusive of easement).

**23. No building (INCLUDING OUTBUILDINGS) shall be erected on any lot unless and until the drawings concerning the building have been approved by the HOA.** Any such Building constructed without said prior approval shall be forthwith removed at the request of the HOA. Harmony with the particular terrain and buildings within the neighborhood of the proposed construction will be considered in connection with said prior approval.

- **Failure by the HOA to disapprove any drawings and to notify the lot owner of disapproval and the reasons therefore within thirty (30) days after the date of submission of the designs shall not constitute approval ("tacit approval"). Any Building or other structure commenced upon tacit approval shall not violate any of the restrictions herein contained and shall conform to and be in harmony with existing improvements erected on a lot.**
- A building shall be completed in strict accordance with the drawings submitted for approval. Under all circumstances, if the finished building does not comply with the submitted drawings, the HOA retains the right to require the homeowner to make the necessary changes at the homeowner's expense to bring the building into compliance, the cost of which shall be a lien upon the lot involved, having the same status as liens described in, and enforceable by the HOA pursuant to, paragraphs **10 through 14** above. Any changes in drawings must first be **resubmitted** and approved by the HOA in accordance with procedure herein specified. The HOA may permanently retain all documents and material submitted to **them** under any provision of these Restrictive Covenants. **All construction pursuant to this paragraph must be performed by a contractor licensed under the laws of the State of Tennessee and Madison County except with prior written approval of the HOA.** Drawings concerning buildings must include the following:
  - a. An accurately drawn plot plan showing all building locations, setbacks, easements, drives, fences, and walks with exterior dimensions;
  - b. Foundation plan, floor plan (showing the square footage, both heated and unheated) of each improvement, and exterior elevations of buildings as they will actually appear after all back filling and landscaping is done from finished ground up;
  - c. A plan of all landscaping on the lot; and
  - d. Specification of construction materials and exterior paint colors.
- Upon request by the HOA, actual samples of all materials such as brick, siding, etc., as well as all exterior color schemes must be submitted to the HOA for approval prior to their application. No windows, which use material other than wood, vinyl, or material otherwise approved by the HOA will be placed in any Building without prior approval of the HOA.

24. No part of any one-story building shall be erected on any lot nearer than eight (8) feet to any side or back line, and no part of any one and one-half (1 ½) or two (2) story building shall be

erected on any lot nearer than twelve (12) feet to any side or back line. However, the side yard requirements for a partial two-story dwelling shall be the same as required for a one-story on the side or sides of dwelling where the second story setback is a least fifteen (15) per cent of the width of the first floor. No part of any Building shall be erected on any lot nearer than thirty (30) feet to the right of the right of way or margin of the street without approval of the HOA. All driveway curb cuts must be built to comply with City of Jackson, TN, curb cut specifications, effective upon the date of these Restrictive Covenants. A drawing of said specifications can be provided by the City upon request.

25. No fence, wall, paper box or mailbox, sidewalk, driveway, free-standing exterior light fixture or any other improvement or structure ("other structures"), excluding buildings, may be constructed without a written plan of construction and approval from the HOA prior to commencement of construction. Written plan of construction must include location and height, design, materials, and manner of construction.

**Any such "other structures" constructed without said prior approval shall be forthwith removed at the request of the HOA. Harmony with the particular terrain and building within the neighborhood of the proposed construction will be considered in connection with said prior approval.**

- **Failure by the HOA to disapprove any plan and to notify the lot owner of disapproval and the reasons therefore within thirty (30) days after the date of submission of the designs shall not constitute approval ("tacit approval"). Any other structure commenced upon tacit approval shall not violate any of the restrictions herein contained and shall conform to be in harmony with existing improvements erected on said land. The same shall be completed in strict accordance with the plan submitted for approval.**

Under all circumstances, if the finished "other structure" does not comply with the submitted plans, **the HOA retains the right to require the homeowner to make the necessary changes at the homeowner's expense, the cost of which shall be a lien upon the lot involved**, having the same status and enforceable by the HOA pursuant to paragraphs 10 through 14 above. Any changes in plans must first be resubmitted and approved by the HOA in accordance with the procedure herein specified.

26. No building material of any kind or character shall be placed or stored upon any lot until the Owner is ready to commence improvements. Building materials shall not be placed or stored in a street at any time. During the period of actual construction of an improvement or remodel, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction reasonably free of trash and other construction debris. During construction of an improvement or remodel, contractor/workmen must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed by the contractor/workmen as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the Development.

27. When the construction of any building, home improvement or remodel is once begun, work thereon must be ongoing and completed within nine (9) months.

#### G. LOTS, EASEMENTS AND UTILITIES

28. No lot shall be rezoned to higher density than single family residential without HOA approval.

29. No lot shall be re-subdivided.

- 30. Each lot in the Development shall be subject to such drainage, utility, and other easements and restrictions as provided on the recorded Plat.
- 31. All utility connections, including but not limited to, water, gas, sewage, electricity, telephone and cable television, shall be installed underground from existing utility lines.
- 32. No individual sewage disposal system shall be permitted on any residential lot.

**H. HOMEOWNER RESTRICTIONS**

- 33. No building or other structure, or part thereof on any lot, at any time shall be used as a hospital, professional office, sanitarium, church, charitable, religious or philanthropic institution or for business or manufacturing purpose, or for any use whatsoever other than single family dwelling purpose as aforesaid; and no duplex residence, garage apartment or apartment house on any lot shall be erected or placed on or allowed to occupy said land and no building shall be altered or converted into a duplex residence, garage apartment or apartment house.
- 34. Effective February 1, 2020, leasing or sub-leasing is prohibited and/or restricted based on the following:
  - A. NO home/property will be allowed for leasing or subleasing (rental units) for business.
  - B. Homeowners who purchased their homes on or after February 1, 2020 will be required to occupy the single family dwelling and shall not be allowed to rent or lease their residence.
  - C. Homeowners who purchased their homes prior to February 1, 2020 will be subject to the following leasing restrictions:
    - Lessor (homeowner) shall provide the Lessee's (renter) contact information to the HOA including name(s) on lease agreement, their contact numbers and e-mails.
    - Lessee will be required to sign a Chapel Creek HOA Restrictive Covenants Acknowledgement form prior to leasing property.
    - Lessor will be required to provide a reputable lawn maintenance contractor for the upkeep of lawn maintenance during the growing season. Lessor is required to provide the HOA a copy of the service agreement. The lawn service agreement shall include cutting grass weekly or as needed, edging around all hard surfaces including driveways, walkways and street curbs, trimming shrubs and trees, and controlling weeds.
- 35. All grass areas must be sodded or sowed with grass.
- 36. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any lot; contractors shall remove any bulk yard waste and refuse that they generate; homeowner shall remove any bulk yard waste and refuse that they generate as per the **City Residential Bulk Yard Waste Pickup Guidelines**.
- 37. Routine lawn maintenance is required for all lots including but not limited to: cutting grass weekly or as needed, edging of all hard surfaces including driveways, walkways and street curbs, trimming shrubs and trees as needed, and weed control.
  - A. Failure to maintain lawn maintenance standard will result in notification from the HOA requesting homeowner to correct the issue within 7 days of notice. Failure to correct lawn care deficiencies will result in the following:

1. HOA shall fine homeowner for failure to maintain lawn standard. Fines and/or necessary action and /or legal recourse by the HOA will be assessed pursuant to paragraph 14 of the Restrictive Covenants and in accordance to the Amended Bylaws for Chapel Creek Homeowners Association.
  2. Homeowner will be required to reimburse the HOA for all expenses incurred with enforcing the restrictive covenants on the lawn maintenance issues. Homeowner will be responsible for reimbursement to the HOA for any applicable out of pocket expenses including yard service fees, collection fees, court cost, filing fees and lien fees due to failure to maintain lawn standard.
38. Each single-family dwelling must have appropriate number of shrubs that enhance the landscaping. The quantity of shrubs planted shall depend on the mature growth size and habit of the shrub.
39. Trees and shrubs shall be removed if they are diseased or dead.
40. No security lights of size or design similar to streetlights shall be erected on lots in the Community. However, security lights may be attached to home and positioned only in a manner that it does not create any interference for surrounding neighbors.
41. No noxious, offensive or unsightly activity or condition shall be carried on or permitted to exist upon any lot, nor shall any activity or condition be carried on or permitted or which in any manner distracts from the appearance of any lot therein. Whether an activity or condition is noxious, offensive or unsightly shall be determined by the sole discretion of the HOA. No "off-road" motorcycles (including "dirt" or "trail" motorcycles), snowmobiles, go-carts, three or four wheeled "all terrain vehicles" ("ATV's") or vehicles similar to those described in this sentence shall be operated on any lot or common area within the Community.
42. No fowl, livestock, or other animals, except such customary domesticated animals as dogs, cats, and pet birds (for so long as the same are not dangerous or annoying) shall be kept, stabled, or penned on any lot or brought into the Community. All pets must be kept under control at all times and must not become a nuisance by barking, or other acts.
43. No firearms may be fired by anyone upon any property included in the Community. No hunting of any type shall be carried on or conducted on any property/land included in the Community.
44. No outdoor clotheslines shall be either temporarily or permanently erected on any lot or other property in the Development.
45. The following types of signage shall be allowed and must meet the following criteria:
- Contractor and garage sale or estate sale signs may be placed on the lot for period of time no longer than two (2) weeks and must be approved by the HOA.
  - Realty signs may be placed on the lot for time period as needed; For Sale By Owner signs must be approved by the HOA.
  - No lot shall have more than one (1) sign at any given time; signs must be placed at least twelve (12) feet from the edge of the right-of-way; no sign shall be larger than 24"X24" or posed higher than five (5) feet from the ground. Under no circumstances will there be signs nailed to trees or attached to poles, or street sign posts.
  - No signs of any type or nature, whether temporary or permanent, shall be placed on private lots or any other location in the Community, including, but not limited to, the common areas, and/or the entrances to the Community or streets.



46. No permanent sign (except names and street numbers on mailboxes) of any kind shall be displayed on any lot. Each property owner shall, at his sole expense, obtain & erect an ornamental iron mailbox in accordance with the type, model & specifications approved by HOA and no mailbox or receptacle of any other type shall be allowed.

47. All equipment, receptacles (INCLUDING GREEN CITY TRASH BINS) and woodpiles shall be kept garaged or screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, and any common area.

- All rubbish, grass clippings, trash, garbage, brush, leaves, tree limbs, and similar material shall be regularly removed from the lots and shall not be allowed to accumulate thereon or to be scattered on a lot or neighboring lots or any property in the Community.
- All rubbish, grass clippings, trash, garbage, brush, leaves, tree limbs, and similar material and shall not be dumped in ditches or on any property in the Community.
- Rubbish receptacle shall be in complete conformity with sanitary regulations.

48. No recreational vehicles or commercial vehicles including but not limited to tractors, lawn tractors, boats, boat trailers, house trailers, motor homes, motorcycles, go-carts, vehicles for business use, atv's, or similar type items shall be stored or kept other than in a garage or screened from the view of adjoining neighbors and all streets. At no time will any disabled vehicles of any type be maintained, stored, or kept on any property in the Development.

49. No vehicles of any type may be parked in any place other than garage, hard surface driveway or street. Vehicles parked in the yard is prohibited.

50. No television antennas, satellite dishes, radio antennas, or other communication receiving or transmitting devices will be allowed to be attached to the exterior of any structure or erected on any lot in the community unless specifically approved in writing by the HOA.

51. No solar panel(s) including but not limited to portable and flexible panels, lightweight panels, thin-film, aesthetic panel, driveway panels or of any type panels will be allowed to be attached, constructed or installed to the exterior of any structure or erected on any lot in the community. In addition, no windmills or wind turbine(s) shall be permitted on any lot.

52. No gravel, dirt, or sand driveways will be permitted on any lot. Any driveway constructed of any materials other than "exposed aggregate concrete" typically known as washed concrete, will require prior written approval of the HOA.

- Driveway extensions may be added upon written request and approval from the HOA.
- All extensions shall have matching aggregate topping.

53. NO ABOVE-GROUND POOLS, whether temporary or permanent, shall be constructed on any lot.

54. The use or placement of any type of lawn ornament or decoration which generate complaints from other residents of the subdivision or which in the sole discretion of the HOA detracts from the natural scenic beauty or the aesthetic integrity of the development is prohibited.

## I. RESTRICTIVE COVENANT ENFORCEMENT

55. The HOA shall fulfill those responsibilities assigned to the HOA described within the restrictive covenants.

56. The HOA may include any additional covenants and restrictions that are consistent with, and which do not lower the standards of the covenants and restrictions set forth **herein**.

57. In the event it becomes necessary for the Homeowners Association (HOA) to enforce these restrictions against any lot owner, the lot owner shall be responsible for all costs of enforcing these restrictions, including but not limited to, attorney fees in addition to damages and other remedies a court might award.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in the Community, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended until changed or canceled pursuant to this document. At any time after said thirty (30) year period, pursuant to an instrument signed by a majority of the then owners of the lots and placed of public record in the Register's Office of Madison County, Tennessee, the restrictive covenants may be changed in whole, in part or canceled.

The foregoing covenants may be enforced by the Homeowners Association, and any owner of a lot or lots in the Community, jointly or severally, by proceedings in law or equity. **However, failure to enforce the breach of any covenant provided herein shall not in any manner constitute a waiver thereof or bar future enforcement. The invalidation of any one or more aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the force or validity of any other covenant or restriction, as the same shall be deemed severable and remain in full force and effect.**

**These restrictive covenants shall bind and be for the benefit of all parties named herein, their successors and assigns.**

IN WITNESS WHEREOF, Todd Brown has hereto subscribed his name on this 20 day of December, 2023.

Todd Brown  
Todd Brown, President  
Chapel Creek Homeowners Association

STATE OF TENNESSEE:  
COUNTY OF MADISON:

Before me, Mary R. Lavenue, a Notary Public of the State and County aforesaid, personally appeared Todd Brown, with whom I am personally acquainted (or who proved his identity to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this 20 day of December, 2023.

My Commission Expires: 06/18/2024

Mary R. Lavenue

