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 Hamilton County Tennessee

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUN BANK COVE

This Declaration made this 17th day of September, 2002, by AMERICAN WELFARE FELLOWSHIP, INC., (hereinafter "Seller").

Witnesseth:

CA # 4394

WHEREAS, Seller, as the Owner of certain real property located in Hamilton County, Tennessee, known as Sun Bank Cove, which is further shown by subdivision plat of record in Plat Book 69, Pages 167-168, in the Register's Office of Hamilton County, Tennessee, desires to create thereon a development known as Sun Bank Cove (hereinafter "Subdivision"); and

WHEREAS, Seller desires to provide for the preservation of the land values and home values when and as the subdivision is improved and desires to subject to the lots in the Subdivision to certain covenants, restrictions, and easements as hereinafter set forth:

NOW THEREFORE, in consideration of the premises, Seller, as Owner, hereby imposes and subjects the Subdivision as shown by plat of record in Plat Book 69, Pages 167-168, in said Register's Office to the terms of this declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used by subsequent owners to the Initial Owner (hereinafter "Seller") subject to the covenants, restrictions and easements hereinafter set forth.

COVENANTS, RESTRICTIONS AND EASEMENTS

1. Application. This Declaration applies solely to Lots One (1) through Fifteen (15), inclusive Sun Bank Cove, and the following described tracts:

Tract 16: Beginning at a point, said point being the northernmost corner of Lot Ten (10), Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Lot Ten (10), South Eighty-one (81) degrees Zero (0) minutes West a distance of Two Hundred Eighty-eight and 63/100 (288.63) feet to the northwest corner of said Lot Ten (10); thence, with and along the western boundary line of said Lot Ten (10), South Three (3) degrees Forty-eight (48) minutes West a distance of Four Hundred Sixty-three and 04/100 (463.04) feet to a point, said point being the southwest corner of said Lot Ten (10), said point also being in the northern boundary line of Lot Two (2), Charles Thomas Tract, of record in Plat Book 49, Page 187, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Lot Two (2), Charles Thomas Tract, North Eighty-six (86) degrees Twelve (12) minutes West a distance of Four Hundred Seventy-five (475) feet to a point, said point being the southeast corner of Lot Eleven, Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of said Lot Eleven (11), North Three (3) degrees Forty-eight (48) minutes East a distance of Four Hundred Six and 17/100 (406.17) feet to a point; thence North Eighty-one (81) degrees Zero (0) minutes East a distance of Seven Hundred Fifty-nine and 77/100 (759.77) feet to a point, said point being in the western boundary line of Nelson Spur Road; thence in a southeasterly direction, with and along the western boundary line of Nelson Spur Road, a distance of Fifty (50) feet, more or less, to the point of beginning.

Tract 17: Beginning at a point, said point being the easternmost corner of Lot Twelve (12), Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee, said point also being in the western boundary line of Nelson Spur Road; thence, with and along the western boundary line of Nelson Spur Road, South Fourteen (14) degrees Twenty (20) minutes East a distance of Twenty-five (25) feet to a point, said point being the northernmost corner of Lot Eleven (11), Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Lot Eleven (11), South Eighty-one (81) degrees Zero (0) minutes West a distance of Nine Hundred Eighty-two and 53/100 (982.53) feet to a point, said point being the northwest corner of said Lot Eleven (11); thence, with and along the western boundary line of said Lot Eleven (11), South Three (3) degrees Forty-eight (48) minutes West a distance of Three Hundred Eighty and 58/100 (380.58) feet to a point, said point being in the northern boundary line of Lot Two (2), Charles Thomas Tract, of record in Plat Book 49, Page 187, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Lot Two (2), Charles

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Thomas Tract, North Eighty-six (86) degrees Twelve (12) minutes West a distance of Two Hundred Twenty-five (225) feet to a point, said point being a TVA Concrete Monument, said point being in the eastern boundary line of the property conveyed to K. T. Shropshire, of record in Book 1309, Page 536, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of said Shropshire property, North Ten (10) degrees Twenty-nine (29) minutes Thirty-three (33) seconds West a distance of Three Hundred Forty-six and 28/100 (346.28) feet to a TVA Concrete Monument, said point also being the southeast corner of the property conveyed to Hodge H. Hixson, Jr., of record in Book 1278, Page 313, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of the said Hixson property, North Ten (10) degrees Seventeen (17) minutes Fifty (50) seconds West a distance of Four Hundred Three and 05/100 (403.05) feet to a TVA Concrete Monument, said point also being the southeast corner of Lot One (1), Hamby Subdivision, of record in Plat Book 37, Page 175, in the Register's Office of Hamilton County; thence, with and along the eastern boundary line of the said Lot One (1), Hamby Subdivision, North Nine (9) degrees, Fifty (50) minutes Twenty-five (25) seconds West a distance of Three Hundred Fourteen and 83/100 (314.83) feet to a TVA Concrete Monument; thence across Nelson Spur Road and with and along the eastern boundary line of the property conveyed to Phillip D. Myers, et ux, of record in Book 3871, Page 614, in the Register's Office of Hamilton County, Tennessee, North Nine (9) degrees Thirty-seven (37) minutes Twenty-five (25) seconds West a distance of One Hundred Sixty-one (161) feet to a point, said point being in the southern boundary line of the property of the State of Tennessee, of record in Book 1453, Page 527, in the Register's Office of Hamilton County, Tennessee; thence, with and along the southern boundary line of said State of Tennessee property, North Eighty-eight (88) degrees Fifty-nine (59) minutes East a distance of Two Hundred Fifteen (215) feet to a point, said point being in the TVA Six Hundred Ninety (690) foot contour line; thence, with and along the TVA Six Hundred Ninety (690) foot contour line, in a southeasterly direction, a distance of Three Hundred Eighty (380) feet, more or less, to a point, said point being the northernmost corner of Lot Fifteen (15), Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee; thence, with and along the western boundary line of said Lot Fifteen (15), South Twenty-six (26) degrees Fifty-two (52) minutes West a distance of Fifty-seven and 90/100 (57.90) feet to a point; thence crossing Nelson Spur Road and with and along the western boundary line of said Lot Fifteen (15), South Eight (8) degrees Fifty-two (52) minutes West a distance of Six Hundred Thirty-five and 44/100 (635.44) feet to a point, said point being the southwest corner of said Lot Fifteen (15); thence, with and along the southern boundary lines of Lots Fifteen (15), Fourteen (14), Thirteen (13) and Twelve (12), Sun Bank Cove, of record in Plat Book 69, Page 167, in the Register's Office of Hamilton County, Tennessee, North Eighty-one (81) degrees Zero (0) minutes East a distance of Nine Hundred Ninety-six and 11/100 (996.11) feet, more or less, to the point of beginning, said property being more fully described on a survey by David L. Hopkins, Jr., Tennessee Registered Land Surveyor No. 120, being dated September 12, 2002, and being Drawing No. 2002-196-2(c).

It is not intended to apply to other lots, tract, or parcels of land owned by Seller/Owner. All seventeen tracts of land may be referred to as "lots", herein.

2. Residential Use.

- A. All of the Lots in the Subdivision shall be residential lots and no structure shall be erected, altered, placed or permitted to remain on any lot other than as provided in this Declaration.
- B. "Residential" refers to the type of occupancy as opposed to "business" or "commercial" or "mercantile" activity.
- C. No lot shall be used as a means of service to business establishments.
- D. No mobile homes or house trailers shall be placed or permitted to remain on any lot.

3. Building Setbacks. No residence shall be erected on any Lot that does not conform to the zoning law and subdivision regulations applicable thereto. Owners may attempt to obtain a variance from applicable zoning laws and regulations.

4. Rearrangement of Lot Lines. Not more than one single-family residence shall be erected or maintained on any one lot. However, Lots may be divided or combined if the Lots have the same owner, and the subdivision is approved by the Hamilton County Planning Commission. A single family residence could be placed on each new lot. If desired by the Owner and as long as the request is made within Ninety (90) days of the date of these Restrictions, The Glascock Company will, at its expense, subdivide Tract 16 and/or Tract 17, if the subdivision is in accordance with the guidelines of the Hamilton County Planning Commission.

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5. Temporary Structures. No part of any lot shall be used for residential purposes until a completed residence conforming fully to the provisions of this Declaration, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding or other structure as temporary living quarters before or pending the erection of a permanent residence. No structures of temporary character, including trailers and similar structures, shall be erected or permitted to remain on any lot except during the period of construction.

6. Surface Water Drainage. Each lot must be landscaped so that surface water will drain into the street adjoining the Lot, into a drainage easement that drains into a street, or onto the Chickamauga Reservoir. A Lot shall not be landscaped so that surface water runs into another Lot except across an established drainage easement.

7. Utility Easement. A perpetual easement is reserved, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

8. Building Requirements.

- A. Any residence being erected on a lot shall be completed within Twelve (12) months from the date of the commencement of construction.
- B. All residences, structures and/or building of any kind constructed on any lot shall have a full masonry foundation.
- C. Material Quality - Only new materials of good quality and design will be accepted on any structure built on any lot. No structure shall be built of concrete blocks, except for its foundation. No vinyl or metal siding shall be permitted.
- E. There shall be no exposed concrete block on any house or retaining wall.
- F. All left-over building materials must be removed from the premises on or before Thirty (30) days after the date of completion of the dwelling.
- G. The lot owner or contractor is responsible for seeing that the construction site is kept free of construction debris and waste so as not to create a nuisance to other owners or litter other property. Also, streets must be kept clean during construction.
- H. The Owner of Lot Eight (8) shall have the period of Ninety (90) days from the date of this document to demolish the Block Building, as noted on the plat. All costs of demolition are the responsibility of the Owner of Lot Eight (8).
- I. In addition to a single family residence, the existing building located on Lot Six (6) may remain on the lot.
- J. All development must be in compliance with T.V.A.'s Shoreline Management Plan.

9. Zoning. Each conveyance shall be subject to governmental zoning and subdivision ordinances or regulations.

10. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the subdivision.

11. No Antennas. No antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any residence or other structure on any lot exceeding 18 inches in diameter. Said device shall not be visible from the street.

12. Duty to Rebuild or Clear and Landscape upon Casualty or Destruction. Each owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any residence, building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty.

13. Vehicle Parking. No inoperable vehicle, tractor or other machinery shall be stored anywhere outside of the garage at any time, even if not visible from the street.

14. Maintenance. Each lot owner shall at all times maintain in good repair all structures on such lot, including driveways and permitted fences.

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15. Adjoining Lot Damage. Any damage done to any adjacent or adjoining lot by a contractor employed to build improvements on any lot shall be repaired immediately at the expense of the owner or contractor. All construction debris shall be removed weekly and the street must be kept clean during construction.

16. Sea Walls, Ramps, and Docks.

- A. Any and all sea walls, ramps, and docks must comply with the requirements of the T.V.A. Shoreline Management Zone Policy.
- B. As of the date of this document, sea walls in various states of repair exist along the shoreline of Chickamunga Lake. If an owner chooses to repair the sea wall or demolish the sea wall and construct a new sea wall, that owner must obtain a new permit.
- C. There shall only be one dock to serve Lots One (1), Two (2), Three (3), and Four (4). Lots One (1), Two (2), Three (3), and Four (4), collectively, may construct one dock to serve the four lots. With each lot owner receiving one vote per lot owned and with a majority rule (in case of a tie vote, a coin toss shall break the tie), the lot owners must agree on all aspects of construction, including, but not limited to, the location, size, materials, cost, style and access. All costs of construction, maintenance, and insurance are to be apportioned equally on a per vote basis. If any of the lots are divided, the number of votes the divided lot has will be diluted accordingly. For example, if Lot One (1) is divided into Lots 1-A and 1-B, Lot 1-A will have .5 votes and Lot 1-B will have .5 votes. Lots Two (2) through Four (4) would still have one vote each.
- D. There shall only be one dock to serve Lot Fifteen (15) and Tract Seventeen (17). Lot Fifteen (15) and Tract Seventeen (17), collectively, may construct one dock to serve the two lots. With the owner of Lot Fifteen (15) receiving one vote and the owner of Tract Seventeen (17) receiving two (2) votes, and with a majority rule, the lot owners must vote on all aspects of construction, including, but not limited to, the location, size, materials, cost, style and access. All costs of construction, maintenance, and insurance are to be apportioned equally on a per vote basis. If any of the lots are divided, the number of votes the divided lot has will be diluted accordingly. For example, if Tract Seventeen (17) is divided into Tracts 17-A and 17-B, Tract 17-A will have 1 vote and Tract 17-B will have 1 vote. Lot Fifteen (15) would still have one vote.
- E. The boat ramp located on Lot Nine (9) must be re-permitted through T.V.A.
- F. The Owner of Lot Seven (7) shall have the period of Ninety (90) days from the date of this document to demolish the floating dock attached to Lot Seven (7). All costs of demolition are the responsibility of the Owner of Lot Seven (7).

17. Field Line Easement Associated with Lot Ten (10): As noted on the recorded plat, Lot Ten (10) shall serve as the disposal field for the septic systems serving Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), and Nine (9). Upon taking ownership of any of Lots Three (3) through Nine (9), that Owner shall also acquire a 1/7 ownership interest in Lot Ten (10) for each Lot owned. All costs of construction of an individual line which feeds from the Owner's Lot into the Ingress and Egress easement located within Lot Ten (10) and terminating at a point near the respective lot's easement within Lot Ten (10) shall be the responsibility of the Seller. The further extension of the line, the maintenance and repair of an Owner's individual line, and the disposal field that the line serves, are the responsibility of the Owner of the Lot which that line serves, including liability for damages caused by that line. Insurance and taxes, if any, for Lot Ten (10) as a whole are to be apportioned on a pro rata basis. An Owner's ownership interest in Lot Ten (10) shall not be transferred or conveyed separately by an Owner without such Owner conveying his/her/their respective Lot.

18. Joint Driveway and Maintenance Agreements: If Owners of two or more Lots desire to construct a common driveway with an easement for pedestrian and vehicular ingress and egress and/or an easement for the construction, installation, operation, and maintenance of utilities over and upon their lots [for instance - a common driveway serving Lots One (1) through Four (4) located outside the easement set forth on the recorded plat or a common driveway serving Lots Eleven (11), Tract Sixteen (16), and or Tract Seventeen (17)], the following shall apply:

- A. Said agreement/easement shall not be transferred or conveyed separately by an Owner without such Owner conveying his/her/their respective Lot.

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- B. All Owners shall be jointly responsible for the upkeep, maintenance, repair and resurfacing of the entire driveway; such upkeep, maintenance, repair and resurfacing shall be performed when all Owners shall so agree in writing, but any Owner shall have the right to require resurfacing of the driveway every Fifteen (15) years from the date of this instrument. Costs shall be apportioned on a pro rata basis, based on the amount of the driveway used by each Owner.
- C. No Owner shall destroy or damage the driveway or park, or allow any person to park within the driveway itself.
- D. The provisions and requirements of the agreement/easement shall be binding upon and inure to the benefit of the Owners and their respective heirs and assigns.

19. Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of this Declaration, the Seller, its successors and assigns, including all parties hereinafter becoming owners of any one or more of the lots to which provisions of this Declaration applies, may bring an action or actions against the owner in violation, or attempting violation, and the said owner shall be further liable for such damages as may accrue, including any court costs and legal fees. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Seller, its successors and assigns (being a majority of the lot owners, with a lot owner having one vote for each lot owned).

In the event that, for any reason, any one or more of the foregoing protective covenants and restrictions be construed by judgment or decree of any court of record to be invalid, such action shall in no way affect any of the other provisions, which shall remain in full force and effect.

Each and every one of the aforesaid covenants, conditions, restrictions and easements shall attach to and run with each and every one of said lots of land and all title to, and estates therein shall be subject thereto and the same shall be binding upon each and every owner and occupant of the same and shall automatically renew every Ten (10) years from date unless otherwise voted by action of a minimum of Sixty-six and 2/3 (66 2/3) of then owners of the lots.

If any party of the parties shall violate or attempt to violate any of the covenants or restrictions herein provided, it shall be lawful for the Seller, its successors and assigns, or any person or persons owning any of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions; and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorney fees and court costs.

By reason of the rights of enforcement of the provisions of this section being given unto the owners of lots (subject to the rights and rights of variances reserved by the Seller), it shall not be incumbent upon the Seller to enforce the provisions of this Declaration or to prosecute any violation thereof. Seller shall not be responsible or liable for any violation of this Declaration by any person, other than that of the Seller.

IN WITNESS WHEREOF, AMERICAN WELFARE FELLOWSHIP, INC., has caused these presents to be signed by HAMP JOHNSTON, its PRESIDENT, and its corporate seal hereto affixed to be effective as of this 17th day of September, 2002.

SELLER:

AMERICAN WELFARE FELLOWSHIP,
INC.BY: AMP JOHNSTON, President
HAMP JOHNSTON, PRESIDENT

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STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 17th day of September, 2002, before me personally appeared HAMP JOHNSTON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged himself/herself to be the PRESIDENT of AMERICAN WELFARE FELLOWSHIP, INC., the within named bargainer, and that he/she as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of AMERICAN WELFARE FELLOWSHIP, INC., by himself/herself as such President.

Witness my hand and official seal.

Anita Runyan
NOTARY PUBLIC

My Commission Expires: 10/9/02

PREPARED BY AND RETURN TO:
HON & KOPET
617 WALNUT STREET
CHATTANOOGA, TN 37402

