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BOOK 4908 PAGE 84

RESTRICTIVE COVENANTS FOR CHESTNUT COVE SUBDIVISION

We, the undersigned owners, hereinafter called "Developer", are the fee simple owners of a tract of land in the Second Civil District of Hamilton County, Tennessee, which is known as Chestnut Cove Subdivision, a plat of which is recorded in Plat Book 58, Page 59, in the Register's Office of Hamilton County, Tennessee. To promote the orderly growth of a residential subdivision, and to protect future owners of lots in the subdivision, do hereby restrict the same according to use and development. The restrictions herein set out shall be binding upon all lots in the subdivision and applicable to all future owners of the same.

FILE: ALLE SERVICES OF TENNESSEE, INC.  
2114 Chapman Road  
Chattanooga, TN 37421

REPRESENTED BY: ALBERT W. HALLAM  
Attorney At Law  
2114 Chapman Road  
Chattanooga, TN 37421  
*CP# 4449*

(\*) >

(a) All lots and tracts shall be for residential purposes and no other structure other than one single-family dwelling, along with the customary appurtenant structures which will have the same appearance as the main house shall be allowed to remain on the premises.

(b) No structure shall be located nearer than twenty-five (25) feet from the street on which it faces or ten (10) feet from any side line, due care being taken that no house shall unnecessarily impede the view from another existing structure. All lots will have a 24" x 24" brick or stone mailbox post with a gas light mounted on top. This mailbox post will be positioned between the street curb and sidewalk of that said lot, where sidewalks have been installed.

(c) No sheep, goats, fowl, swine, or like animals shall be permitted to roam or remain on the premises excepting the usual domestic pets, also the commercial breeding of domestic animals is expressly forbidden on the premises.

(d) There shall be no noxious or offensive trade or activity creating a nuisance by noise, or odors or otherwise.

(e) There shall be no tent, shack, basement, trailer or other temporary dwelling. No home shall be occupied until it is completed. Further, a seven (7)-month construction period is allowed for completion of any dwelling and the owners of vacant lots shall keep the same free of rubbish and anyone violating the above provisions shall be liable for damages in the amount of \$15.00 per day payable to Developer.

(f) All lots must be built upon within eight (8) months of purchase or the owner of that lot must complete the sidewalk within the same time period to conform with all other property owners.

(g) In general any and all fencing must be approved by Developer before intallation can take place. No hedge or fence or like obstruction in excess of five (5) feet shall be allowed and none whatsoever on front property lines, and both sides of any wood fences are to be finished.

(h) No one-level structure of less than 2300 square feet of heated floor space shall be erected with the stipulation that the Developer may grant up to a 20% variance if their plans are otherwise in conformity with the value of existing homes. Any one and one-half (1-1/2) or two (2)-story shall not have less than 2600 square feet of heated floor space.

(i) The fronts of all residential structures shall be brick, stone or stoe. All porch foundations visible from the front of a lot shall be constructed of masonry, stone or brick. Permastone, man-made stone and steps, asbestos, and the like are expressly forbidden. All corner lots and lots 1 through 5 shall have entire foundation of brick, stone or stoe.

- (j) All lots must have a minimum of 1200 square feet. There shall be no resubdivision without the written consent of Developers, excepting that two (2) or more lots may be combined to form one plot, and no lot shall be used as access or right-of-way to another tract or any adjoining property of any kind. This will apply also to any roads, rights-of-way, or community lots, whether public, private, or jointly owned, except that the Developers concur to the plan in writing.
- (k) No dwelling may be occupied until a sewage disposal system be approved by the appropriate governmental authority.
- (l) All driveway cut-ins from main street shall be approved prior to construction, and driveways shall be of concrete. Developer will have the option to permit asphalt under various conditions. No "front-entry" garage will be allowed except in certain situations which Developer must approve in writing before construction.
- (m) No roof pitch less than 9/12 shall be approved and no 12-inch smooth lap siding or vinyl siding is permitted.
- (n) No outside storage building unless attached to main dwelling of like construction, and said building must be on the rear of dwelling.
- (o) All lots at time of development will be required to have sidewalks from property line to property line. Sidewalks shall be twenty-four (24) inches from back side of curb and forty-two (42) inches in finished width. Lots that front Bill Reed Road, except at entrance corners, will not be required to have sidewalks.
- (p) There is reserved ten (10) feet drainage and utility easements along side and rear lines in addition to those that may be shown by the recorded plat.
- (q) The restrictions shall be in full force and effect for a thirty (30)-year period from date and thereafter, for successive ten (10)-year periods, unless a majority of lot owners vote at the end of such period to terminate or amend said restrictions.
- (r) No trucks larger than a regular size pickup will be allowed to park on any lot or adjoining streets: no inoperative junk cars or trucks or any other vehicles will be kept or parked on any of said lots or streets.
- (s) No outside clothes lines of any kind will be permitted on any lots.
- (t) Any improvements after completion of dwelling such as remodeling will be completed within seven (7) months from date commenced or fall under same penalty as Section E and Section V, and all improvements must follow all restrictions as a new residence.
- (u) In the event one or more of these restrictive covenants shall be invalidated by a court of law, all other provisions of this instrument shall remain in full force and effect.
- (v) All house plans shall be submitted to Developer and approved in writing prior to construction. There shall be shown all exterior elevations. If visible commencement of construction is started and plans haven't been approved by Developer in writing, then Developer, his heir and assigns, will have the right, at Developer's discretion, to intervene into the construction to

require that plans are in a reasonable conformity to the recorded restrictive covenants, and are in conformity with the other homes in the subdivision. It is understood that Developer may enforce the rights reserved hereunder by requesting a temporary restraining order, or injunction, from a court of competent jurisdiction or may seek monetary damages as the circumstances dictate. The approval of plans shall also include the Developer's right to approve all exterior colors of all exterior materials and paints prior to the application of any material to a residential structure.

(w) The right is reserved by Developer to amend, correct, or clarify any of the above restrictions in whole or in part, and to grant individual waivers to succeeding owners as the situation may require. The Developer may assign these restrictions in full or in part at any time.

(x) No signs, except for a sale sign, will be placed on any lot or roadway, except county signs or Developer's promotional signs. The for-sale signs will not exceed nine (9) square feet.

(y) Each and every one of the above stated restrictions shall run with the land and anyone violating or attempting to violate the same shall be subject to prosecution by law and such damages as may accrue.

(z) All yards from front corners of structures to the side property lines and to the street shall be of a fescue grade sod. There will be some variations on some lots that will be given in writing by Developer at the time of plans approval, or thereafter.

Notice is hereby given that the Developer may develop adjoining tracts to the rear of the subdivision, but these covenants may not necessarily be construed to be applicable to areas other than specifically mentioned herein.

The owner, or owners, and successor owners of each lot in said subdivision shall be automatically members of the Chestnut Cove Homeowners' Association for so long as they shall own such lot. After fifty (50) percent of the lots in the subdivision have been sold by the Developer, the lot owners will be notified by Developer that the Homeowners' Association has been activated, and they will have the responsibility of maintaining and operating the entranceway to the subdivision with sign and gas lighting in a manner that is pleasing and satisfactory to the owners of the majority of the lots in the subdivision. The Chestnut Cove Homeowners' Association may collect semi-annual dues from members in order to act as a Community Garden Club for the beautification of the neighborhood, the maintenance and operation of the entranceway and the planning of suitable community events.

In Witness Whereof, we have hereunto set out hands this the 16<sup>th</sup> day of July, 1997.

Michael T. Whitener  
Michael T. Whitener  
Wanda Whitener  
Wanda Whitener

BOOK 4908 PAGE 87

STATE OF TENNESSEE  
SS  
COUNTY OF HAMILTON

On this the 16<sup>th</sup> day of July,  
1997, before me personally appeared Michael T. Whitener and wife,  
Wanda Whitener, to me known to be the persons described in and who  
executed the foregoing instrument and acknowledged that they  
executed the same as their free act and deed.

Witness my hand and Notarial Seal.

Sandra A. [Signature]  
Notary Public

My Commission Expires May 05, 2001

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CLERK OF COURT  
REGISTER  
HAMILTON COUNTY  
STATE OF TENNESSEE

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BY: [Signature]  
DEPUTY

RECPT. # 933645

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I hereby certify that this is a true and  
exact copy of the original.

Recorded in Book 5312  
Page 515  
ROACT

AMENDMENT TO RESTRICTIVE COVENANTS  
FOR CHESTNUT COVE SUBDIVISION

WHEREAS, the owners of lands divided into residential lots known as Chestnut Cove Subdivision as set forth on various plats of record in Plat Book 58, page 59, Plat Book 56, Page 179, Plat Book 59, Page 29, Plat Book 59, Page 107, Plat Book 59, Page 359, and Plat Book 60, Page 27, all in the Register's Office of Hamilton County, Tennessee, have from time to time announced, declared and amended a scheme of Restrictions, Provision, Covenants and Easements pertaining to said lands, liens filed of record in Book 4908, Page 84, and Book 5017, Page 512, in said Register's Office.

WHEREAS, it is now the intention of the undersigned owners of said lands to provide for a homeowners' association subdivision by amending the hereinabove enumerated Restrictive Covenants.

NOW, THEREFORE, in consideration of the premises and the mutual agreement of the parties, the undersigned owners hereby declare that the following language shall be added to, and made a part of, the heretofore stated documents recorded in Book 4909, Page 84, and Book 5017, Page 572, in set Register's Office, and shall be effective as of the date hereinafter appearing, notwithstanding any language in contradiction thereof in said prior covenants. These Restrictive Covenants as amended herein are intended to be binding upon all of the lots in the subdivision and shall run with the land, being applicable to all future owners of the same (however, the owners and holders of mortgages or deeds of trust recorded against said lots prior to the recording of this amendment shall not be bound by the matters herein contained, unless on a voluntarily basis):

Article I - Membership Dues

The Chestnut Cove Homeowner Association (a non-profit corporation) requires each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, to pay to the Association the required initiation fee and monthly dues as is required to meet its annual budget. The collections will be received from each homeowner in either monthly, quarterly, semi-annual installments or one annualized lump sum amount. The Homeowners association shall have and exercise all powers necessary or convenient to affect the purposes for which it was organized. These powers shall include but not be limited to the right to file liens and garnishments for the collection of dues as allowed by the laws of the State of Tennessee.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessments thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due after such sale or transfer.

Article II - Responsibilities of Members of the Home Owners Association.

- (1) The members of the Associations shall elect a board of directors consisting of a President, Vice-President, Secretary and Treasurer. Each officer will serve a term of one year and cannot serve more than two consecutive terms in any position. The quorum required for the election of officers will be three-quarters of the total

- number of active members in the association at that time.
- (2) All meetings of the association will be governed by standard rules of order and will require an established quorum to take binding votes.
  - (3) The owners of each lot represented at the meeting will allow one vote per lot. In the event of husband and wife, or other multiple ownership of a particular lot, the lot owner must agree now to cast their one vote.
  - (4) All meetings will require a quorum of a minimum of two-thirds of the total number of active members in the Home Owners Association in order for a vote to be counted as binding. Two weeks prior to any called or regularly scheduled meeting, notice of the agenda shall be mailed or delivered to each member of the association; however, notice may be waived by actual attendance of the meeting, as documented by signatures of the members. An official association meeting may only be called by two officers or directors or by 50% of the association members controlling 50% association votes.
  - (5) The annual budget will be voted upon by the membership and will require a three-quarters majority vote of the members present at the meeting in order to be passed.
  - (6) Acquire and be responsible for maintaining liability insurance adequate to insure against all risk to persons and/or property within the common area, together with all risk or loss(es) to improvements therein or thereon;
  - (7) Be responsible and liable for the prompt payment of any and all taxes by any government agency related to the Chestnut Cove Homeowners Association and/or the common areas;
  - (8) Be responsible for the maintenance and upkeep of the common area and all the recreational and other facilities located thereon or pertaining to the common areas;
  - (9) Be responsible and liable for such other obligations and/or duties which may be required by appropriate governmental bodies and/or authorities;
  - (10) Indemnify and protect and hold harmless the developer and any of its owners, directors, shareholders, agents, employees, and so forth, as to any and all risks to persons and property happening or arising or occurring in the common area.

Article III - Responsibilities of the Board of Directors:

- (1) The president will reside over the meetings and their agendas, and will be responsible for making sure the meetings remain orderly and that each issue is addressed as requested by the members present at each meeting.
- (2) The vice-president will be responsible for the general duties and meetings during the absence of the president, as well as the other responsibilities assigned to the position by the board during the year.
- (3) The treasurer will be responsible for maintaining the financial books of the Association as well as making sure all bills and obligations are address and paid as required by law. The annual budget will also be under the jurisdiction of the treasurer, and will be the responsibility of all the officers of the board.
- (4) The secretary will be responsible for the documentation



January 9, 2006

Dear Chestnut Cove Homeowner:

Happy New Year to all and I wish everyone a safe and happy 2006.

It is time for our annual dues collection from all homeowners for 2006. Dues were maintained at \$180 per year. If the 2006 dues are paid by January 31, 2006, a 10% discount is provided. Therefore, the 2006 dues would be \$162. If a homeowner elects not to pay by January 31, 2006 (take advantage of the 10% discount), the payments are due in \$45 quarterly installments at the beginning of each quarter or in two installments of \$90 each, due in January and July 2006. In addition to the annual dues, any new homeowners are liable for a one-time fee of \$200.

Please send your dues to the attention of Rita Underwood at 9229 Dayflower Drive. Rita was elected as the Treasurer for 2006 at the December Homeowner's Association meeting.

892-2818

Thanks to everyone for your cooperation, and I look forward to the new things the Association will be doing in 2006!

Sincerely,

Mandy Savage  
Outgoing Treasurer  
Chestnut Cove Homeowner's Association, Inc.



**Chestnut Cove Homeowners' Association Meeting  
December 15, 2005**

The meeting was called to order by Corey Savage. Vice President Corey Savage stepped into the rôle of President since the previous President Todd Savage has moved from the neighborhood.

The minutes from the April 19, 2005 meeting were read. A motion was made to accept the minutes by Mandy Savage and seconded by Kim Harris.

The Treasurer's Report was given by Mandy Savage. The association has a bank account balance of about \$10,000. There has been a slight increase in the monthly cost of maintaining the landscape/mowing by Professional Lawn Care (Eric Neikirk). There are six homes that have not paid the 2005 dues. Friendly reminders were sent to these homes with no response. A motion was made by Mandy Savage to send a certified letter by 12/25/05 to the homes that have not paid the 2005 dues. The letter would request a payment within 30 days. If there is no response or payment, the treasurer will move forward to have a lien placed on these homes. The motion was seconded by Jon Harris and passed with the majority vote.

Several homeowners voiced concern over covenant violations of one residence. Corey agreed to review the covenant and to write a letter regarding the issues/violations.

Corey reported in old business that the open manholes have been covered. Regarding the repaving of the roads, phone calls have been made by both Corey and Kathy McIntire. The county did not respond. Corey spoke with Mike Whitener who stated that the roads would be repaved when all lots are completed.

The design of a new entrance sign was brought up for a vote. There were eight responses received from residents unable to attend the meeting. The majority vote was for the gold script sign. Jon Harris volunteered his pressure wash machine to help clean the brick prior to the new sign being hung.

Corey Savage stated that the routine pesticide had been cancelled. Corey will obtain quotes for landscaping of the front entrance and for the maintenance of the landscaping and mowing.

Nominations were made for the 2006 officers as follows: President – Corey Savage, Vice President – Jon Harris, Treasurer – Rita Underwood, Secretary – Laurie Ziegler. This slate of officers was elected with a unanimous vote. Mandy Savage volunteered to be the Social chair and Rita Underwood and Kim Harris also offered their assistance.

Social ideas for 2006 were discussed to include Spring Block Party, Community Yard Sale, etc. The 2005 Community Yard Sale was reported to have gone very well by Mandy Savage.

In open discussion, Darlene Slaby requested that the association consider contacting a curb sweeper to keep the neighborhood looking better. Corey Savage will check into the cost of this service to report at the next meeting.

2005 Directories were distributed to those in attendance. The directory will be sent out to others unable to attend the meeting. *Please make note of any changes that need to be made, include address + drop off at 8778 Dayflower Dr.*  
The next meeting is scheduled for Thursday, March 16, 2006 at 7pm.

There being no further business to discuss, the meeting was called to a close with a motion by Mandy Savage. Jon Harris seconded the motion.

Respectfully submitted,

Laurie Ziegler