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Document prepared by K.A.Mowery, P. O. Box 400, Norris, Tenn 37828

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
Phase 5- Unit 6 -PLANNED UNIT DEVELOPMENT ASSOCIATION**

This declaration, made on the date hereinafter set forth by John D. & Kim A. Mowery, hereinafter referred to as "Declarants"

WITNESSETH;

Whereas, Declarants are the Owners of certain property within the town of Clinton, County of Anderson, State of Tennessee, a more particular description of which is shown as Exhibit "A" attached

Now, therefore, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1
DEFINITIONS**

1. **"ASSOCIATION Inc."** shall mean and refer to Phase 5 Unit 6 , Planned Unit Development Association of Mariners Point.
2. **'OWNER'** shall mean and refer to the record title owner, whether one or more persons, of a Fee Simple interest to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as Security for Performance of an Obligation.
3. **"PROPERTIES"** Shall mean and refer to that certain real property herein before described and such addition thereto as may hereafter be brought within the jurisdiction of the Association.
4. **"LOT"** shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.
5. **'DECLARANTS OR DEVELOPERS'** The terms shall be synonymous or interchangeable and shall be deemed to be the declarants herein, their heirs, administrators, executors, or assigns.
6. **'LIVING UNIT'** shall mean and refer to any portion of a building situated upon

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KIM BATCH: 55717
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VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00

RECORDING FEE 40.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 42.00
STATE OF TENNESSEE, ANDERSON COUNTY
TIM SHELTON
REGISTER OF DEEDS

the properties designated and intended for use and occupancy as a residence by a single family.

ARTICLE II ARCHITECTURAL CONTROL

The dwellings and improvements to be built on any as yet undeveloped lot(s) shall be approved as to exterior design, height, type of exterior materials, color and all architectural characteristics of the residence by the Developers. Otherwise, the dwellings and improvements subject to these restrictions are deemed to be in completed form and therefore not susceptible to further development or improvements except for customarily maintenance or repairs from fire, act of God or other destructive forces. Therefore, without regard to the source or nature of the repairs and/or improvement, no building, fence, wall, clothesline, pool or improvements thereto, or any other structure shall be commenced, erected or maintained upon the properties nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved in writing by the developer or designated committee. In no case shall any structure or improvement interfere with easements shown for the installment of utilities and maintenance of drainage facilities.

Furthermore, in the event the Developer or designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specification have been submitted to it, approval will not be required and this Article will be deemed fully complied with.

Furthermore, in the event the improvements to any lot as now improved should be demolished or destroyed by Fire, Act of God or any other destructive force, the improvements shall be rebuilt and replaced so as to return the premises to their original or previous condition in keeping with these covenants.

The Developers shall continue to have the authority and the rights conferred by this paragraph for so long as said Developers shall have an Ownership interest in one or more of the subdivided lots subject to these restrictions. Accordingly, at such time as the architectural control as herein vested in the Developers shall automatically vest in a committee composed of the record title owners of each lot, so that each lot shall have one representative with one vote, with a majority vote of the committee, being determinative as to any issue pertaining to architectural control.

At such time, as aforementioned, the Developers have conveyed all right, title and interest in and to all of said lots, then the Owners shall assume total and complete responsibility of managing and maintaining the Association duties. This will be done by electing a Board of Five Directors, one of which will serve as Association manager and one as Assistant Association Manager by vote of the lot owners. Each lot shall have one representative with one vote. The Developers may at their discretion turn management of the Association over to the owners at an earlier time.

**ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENTS**

1. **Creation of the lien for unpaid assessments.** The Declarant, for each lot owned within the Properties, hereby Covenants, and each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenants and agree to the Association: (A) annual assessments or charges, and (B) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest and costs and reasonable attorney fees shall be a lien against the property of an owner who fails to pay but only after a NOTICE OF LIEN FOR UNPAID ASSESSMENT, has been recorded in the Anderson County Register of Deeds Office. Any previously recorded deed of trust or warranty deed shall have priority over such lien.

2. **Purpose of Assessments.** The assessments levied by the association shall be used exclusively to promote the health, safety, and welfare of the residents in the properties and for the improvements of the homes situated upon the Properties.

3. **Maximum Annual Assessments.** Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum assessment shall be Fifty dollars, (\$50) per lot/per month.

(a) From and after July 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased effective July 1 of each year without a vote of the membership. This annual assessment will be based on the actual cost estimated for the then needed services for property maintenance, i.e. lawn maintenance and whatever other maintenance costs which might be deemed necessary.

(b) At such time as the developers shall have conveyed all right, title and interest in to all of said lots, the elected Association Manager shall then assume full management responsibilities including setting the amount of the annual assessments, this assessment then being approved by two thirds of the votes of the member lot owners.

(c) Annual meetings, to be held July 1 of each year, or any special meetings called at other times. The members shall be sent written notice not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

4. **QUORUM** The presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

5. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for all lots and will be collected on an annual basis.

a) **Annual assessment due dates.** The annual assessment will be determined at the July 1 annual meeting. The Assessment is due and payable that date. Any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The association may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

ARTICLE IV EXTERIOR MAINTENANCE

In the event the owner of any lot in the properties shall fail to maintain the premises in a reasonably satisfactory manner so as to reflect upon the overall appearance, safety and well being of the adjoining properties and the inhabitants, the Developer or their assigns shall have the right to enter upon the property deemed to be in violation and shall have the right to take all reasonable action to bring any such property within the standards established hereunder. All such expense reasonably incurred in assuring compliance hereunder shall be chargeable to the record title owners of the properties in violation of these provisions.

The Developer or their assign shall have the right to determine the nature and extent of all exterior maintenance and the intervals at which said improvements shall be made. The Developer shall also have the right to reasonably assess each owner on a per item basis or an installment or monthly basis for all maintenance and repairs which shall include, but not be limited to landscaping and periodic lawn maintenance.

ARTICLE V USE RESTRICTION

1. **Land Use and Building type.** No lot shall be used except for residential purposes, in keeping with the provisions of these covenants.

2. **Nuisance.** No noxious or offensive activity shall be conducted upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. **Animals:** No animals, livestock or poultry of any kind shall be kept or maintained on any Lot or in any dwelling except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided further that the Developer may regulate the keeping and maintaining of household pets as to number and size.

4. **Outside antennas or satellite dishes.** No outside radio or television antenna or satellite dish or any other electronic device or apparatus shall be erected on any lot or

dwelling within the properties unless and until permission for the same has been given in writing by the Developer or their assigns.

5. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

6. **Signs:** No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot; one sign of not more than five square feet advertised the property during the construction and sales period.

7. **Oil and mining operations:** No oil drilling, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or development operations, oil natural gas shall be erected, maintained or permitted upon any Lot.

8. **Garbage or refuse disposal:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **Land use:** No immoral, improper, offensive, or unlawful use shall be made of the Lots and living Units, nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

10. **Commercial businesses:** No commercial businesses may be maintained on or in the Living Units.

11. **Sport apparatus:** No basketball standards or fixed sports apparatus shall be attached to any Living Unit or garage or be erected on any lot without the prior written approval of the developer or their assigns.

12. **Repair of vehicles:** No vehicles of any type shall be permanently or semi permanently parked on the properties or in the vicinity of any living Unit for the purposes of accomplishing repairs thereto, or the reconstruction thereof except as permitted in the rules adopted by the Developer. This restriction shall apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated. In the event of a violation of this paragraph, the Developer or their assign shall have the right to have removed from the premises, at the expense of the violator, all such vehicles or like machinery or equipment.

13. **Recreational vehicles:** There shall be no parking of recreational vehicles, including but not limited to, camping trailers, boats, motor homes, and the like unless parked within the confines of the garage or on a temporary basis.

14. **Parking and use of vehicles:** It shall be the responsibility of each owner to park all such vehicles belonging to the owner in the respective garage for each unit. In the event this cannot be accomplished due to the number or size of any such vehicle, then all such vehicles will be parked in the drive constructed for said unit. No commercial vehicles will be permitted to park unless parked within the confines of the garage or on a temporary basis where repairs or installations are being completed by those driving such vehicles.

ARTICLE VII

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VIII

GENERAL PROVISIONS

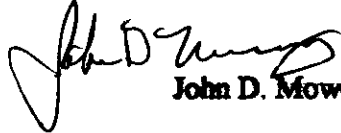
1. **Enforcement:** The Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declarations. Failure by the Developer or by any Owner to enforce any covenant or restriction therein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. **Severability:** Invalidation of any one of the covenants or restrictions by judgment of court order shall in no wise affect any other provisions which shall remain in full force and effect.

3. **Amendment:** The covenants and restrictions of these Declarations shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements, as herein provided, or affect any lien resulting from the enforcement of the covenants established herein. Any amendment must be properly recorded. The developer shall have the right to amend the Restrictions or grant waivers until all lots are sold.

4. Subordination of lien to mortgages: Any lien or judgment for maintenance or improvements as provided in these covenants shall be subordinate to the lien of any first mortgage recorded prior to the recordation of the notice of lien. Sale or transfer, however, of any lot shall not affect the enforceability of said lien or judgment.

In Witness whereof, the Declarants have hereunto set their hands and seals this date


John D. Mowery

Kim A. Mowery



State of Tennessee
County of Anderson

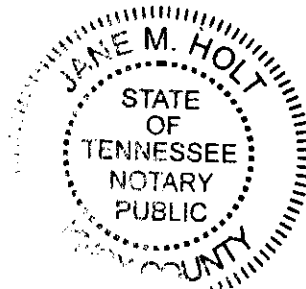
Personally appeared before me the undersigned Notary Public in and for said county and state, John D. Mowery and Kim A. Mowery, the within named bargainor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

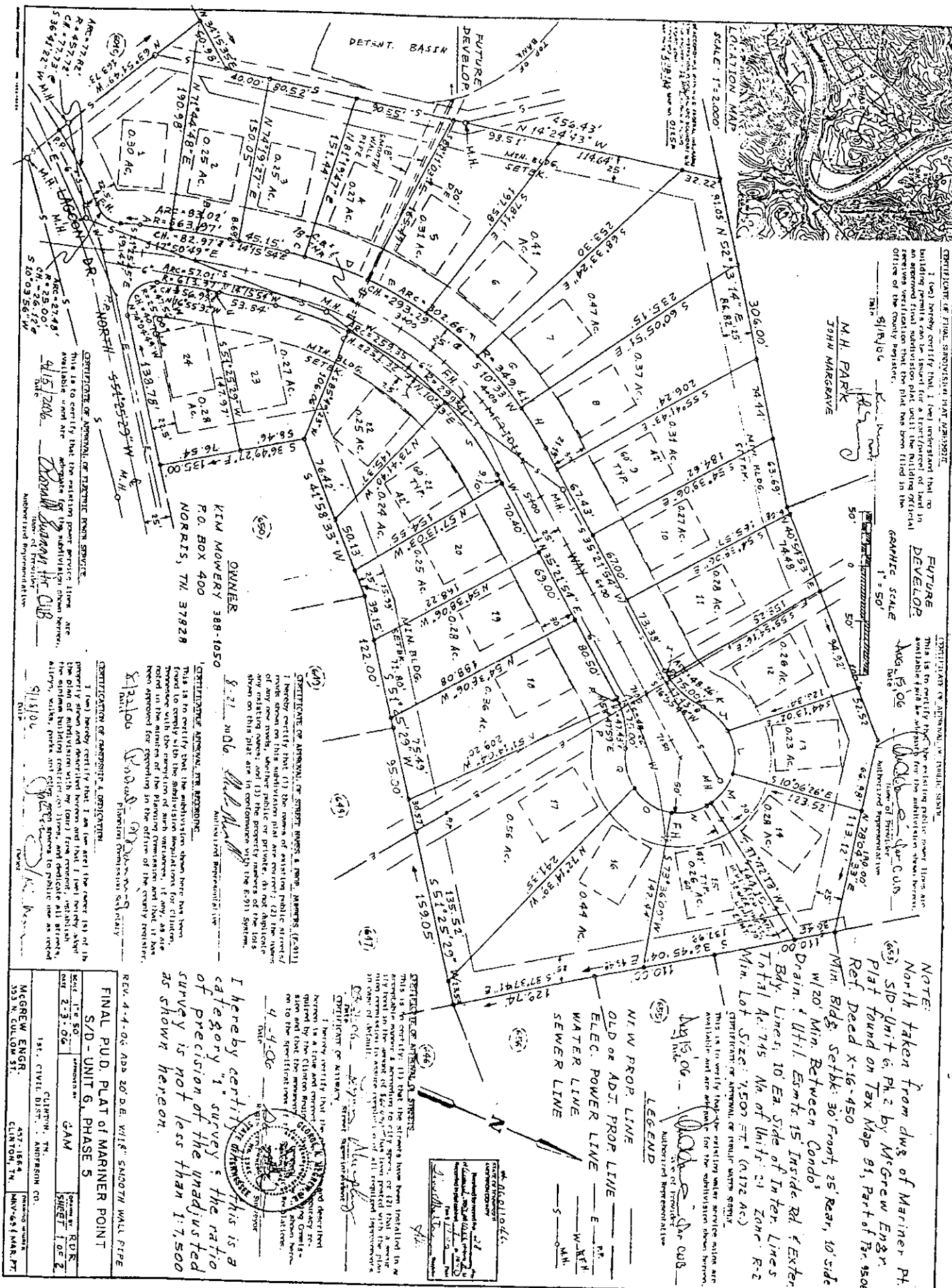
Witness my hand and official seal of office in Anderson County this 25th day of November 2008.


Notary Public

My commission expires.

04/06/2010





REV. 4-4-06 ADD 20' DE. WIDE SMOOTH WALL FIRE	
FINAL PUD. PLAT OF MARINER POINT	
S/D - UNIT 6, PHASE 5	
Scale 1" = 50'	Author: G.M.
Map 2-3-06	Sheet 1 of 2
1st. CIVIL DIST. - ANDREWS CO.	
McGrew Engr.	437-1864
303 N. CULUM ST. CLINTON, TN. 37033	