

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

CHELAQUE ESTATES

Prepared By:

Woolf, McClane, Bright Allen & Carpenter, PLLC

Attorneys 900 Riverview Tower
900 S. Gay Street Knoxville, Tennessee 37902-1810

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR CHELAQUE ESTATES**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter called this "Declaration"), is made this 18th day of October , 2011 by **CHELAQUE HOMEOWNERS' ASSOCIATION, INC.**, a Tennessee corporation, and all of the undersigned Owners, representing a majority of the Lots, in Chelaque Estates and is to be effective as of the date of recording.

WITNESSETH:

WHEREAS, the property described in Exhibit A attached hereto, and known as Chelaque Estates (hereinafter referred to as "the Subdivision"), was **originally owned and developed by** Dan Bunch ("Developer") and Developer having caused a Declaration of Covenants, Conditions and Restrictions for Chelaque to be recorded on or about September 4, 1996 in the Hawkins County Register's Office at Book 389, Page 55 (the "Original Declaration"); and

WHEREAS, said Original Declaration having been first amended by the recording of an **Amendment to Declaration of Covenants, Conditions and Restrictions** for Chelaque on or about April 2, 1997 and same being of record in the Hawkins County Register's Office at Book 389, Page 335; and

WHEREAS, said Original Declaration having been additionally amended by the recording of an **Amendment to Declaration of Covenants, Conditions and Restrictions for** Chelaque on or about April 17, 1997 and same being of record in the Hawkins County Register's **Office** at Book 389, Page 687; and

WHEREAS, said Original Declaration having been additionally amended by the recording of a **Declaration of Covenants, Conditions and Restrictions for about January 1, 1998 and same being of record in the Hawkins County Register's Office at Book 396, Page 364 (the "Second Declaration")**; and

WHEREAS, said Original Declaration having been additionally amended by the recording of an **Amendment to Declaration of Covenants, Conditions and Restrictions** Chelaque Estates on or about February 19, 1998 and same being of record in the Hawkins County Register's Office at Book 397, Page 407; and

WHEREAS, said Original Declaration having been additionally amended by the

recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for Chelaque Estates on or about June 18, 1998 and same being of record in the Hawkins County Register's Office at Book 400, Page 725; and

Salyanda

de de conse

WHEREAS, said Original Declaration having been additionally amended by the **recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for**

628077.1

Chelaque Estates on or about June 23, 1998 and same being of record in the Hawkins County Register's Office at Book 401, Page 80; and

WHEREAS, said Original Declaration having been additionally amended by the **recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for Chelaque Estates: A Planned Unit Development** on or about October 4, 2000 and same being of record in the **Hawkins County Register's Office** at Book 423, Page 279; and

WHEREAS, said Original Declaration having been additionally amended by the **recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for Chelaque Estates: A Planned Unit Development** on or about October 4, 2000 and same being of record in the Hawkins County Register's Office at Book 423, Page 285; and

WHEREAS, said Original Declaration having been additionally amended by the **recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for Chelaque** on or about August 3, 2007 and same being of record in the Hawkins County Register's Office at Book 870, Page 698; and

WHEREAS, said Original Declaration having been additionally amended by the **recording of an Amendment to Declaration of Covenants, Conditions and Restrictions for Chelaque** on or about August 3, 2007 and same being of record in the Hawkins County Register's Office at Book 870, Page 701; and

WHEREAS, the Owners of Chelaque Estates desire to amend and restate the Original Declaration together with all subsequent **amendments thereto**, pursuant to Article

XXIV, Section 4 of the **Second Declaration, as specifically amended by the Amendments** referenced above, upon the affirmative vote of a majority of the Owners as evidenced by their signatures below; **and**

WHEREAS, the Owners wish to further amend the Original Declaration as well as incorporate all preceding amendments into a single concise document entitled "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelaque Estates" along with updated and amended Exhibits; and

WHEREAS, the requisite majority of the Owners have affirmatively voted to approve the proposed changes pursuant to the provisions hereafter set forth.

NOW, THEREFORE, the undersigned Owners, representing a majority of Owners of **Chelaque Estates**, by **recording these Amended and Restated Declaration of Covenants, Conditions and Restrictions hereby declare that this Declaration shall** replace the documents of **record in the Hawkins County Register's Office** at Book 389/Page 55, Book 389/Page 335, Book 389/Page 687, Book 396/Page 364, Book 397/Page 407, Book 400/Page 725, Book 401/Page 80, Book 423/Page 279, Book 423/Page 285, Book 870/Page 698, and Book 870/Page 701, and shall henceforth be the covenants, conditions and restrictions applying to all Lots in Chelaque Estates **whenever sold** or to be sold and conveyed subject to the following **covenants, conditions and restrictions**, which said covenants, conditions and restrictions shall run with the property and be binding on all parties having any right, title or interest in or to said property or any portion

3

628077.1

thereon, their heirs, executors, administrators, legal representatives, successors and assigns and which shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

In this Declaration and the Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall govern:

(a) "Architectural Committee" shall mean the committee of three (3) Members appointed by the Board to one (1) year terms, which shall regulate the architectural rules and regulations promulgated by the Association.

(b) "Assessment" shall mean a share of the funds required for the payment of

Common Area expenses or other expenses which from time to time are assessed against Lot Owners.

(c) "Association" shall mean the Chelaque Homeowners' Association, Inc., the *Members* of which are Owners of Lots within Chelaque Estates.

"Board" shall mean the Board of Directors of the Association as elected pursuant to the By-Laws.

(e) "By-Laws" shall mean the By-Laws of the Association, attached hereto as Exhibit B, as amended from time to time, of which all **provisions contained within this Declaration** dealing with the administration and maintenance of the Common Areas shall be deemed to be a **part**.

"Common Area" shall mean and includes all of the real property, including the roads throughout the Subdivision and other improvements to the real property, owned by the Association for the common use and enjoyment of the Owners.

(g) "Declaration" shall mean this **Amended and Restated Declaration of Covenants, Conditions and Restrictions** for Chelaque Estates.

(h) **Subdivision**.

"Lot" shall mean any plot of land shown upon any recorded map of the

(i)

"Member" shall mean a Person who is a member of the Association.

(1) "Original Declaration" shall mean the Declaration of Covenants, Conditions and **Restrictions** for Chelaque recorded on or about September 4, 1996 in the Hawkins County Register's Office at Book 389, Page 55.

(k) "Owner" shall mean the owner, whether one or more persons, of the fee simple title to any Lot situated within the Subdivision, but, notwithstanding any applicable theory of the

628077.1

mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to **foreclosure or in any proceeding or other manner in lieu of**

foreclosure.

(1) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

(m) "Subdivision" shall mean the property described in Exhibit A attached hereto, and **known as Chelaque Estates.**

ARTICLE II

THE ASSOCIATION OF LOT OWNERS

Section 1. Responsibility of Association. Enforcement of this Declaration shall be the responsibility of the Association. This Section shall in no **way diminish the right of each** Owner to enforce this Declaration. Owners shall not have the right to sue the Association for any alleged failure to enforce this Declaration. The repair of the Common Areas shall be the responsibility of the Association. Said administration and operation **to be in accordance with**, and the Association to have all powers and duties provided by this Declaration and all Exhibits hereto, as amended from time to time, as well as the Charter of the Association and all other supplementary and related powers and duties appropriate to enforce this Declaration.

Section 2. Formation of Association and By-laws. There has been formed an Association having the name "Chelaque Homeowners' Association, Inc.," a Tennessee Corporation, which Association shall constitute the Association of Owners as described and **defined herein, and which** shall be the governing body for all of the Owners, for the enforcement of this Declaration, as provided by this Declaration, and the Association's Charter, a copy of which is attached hereto as Exhibit C, and the Association's By-Laws, a copy of which is attached hereto as Exhibit B, both of said Exhibits being by this reference incorporated herein. **All Owners** shall be Members of the Association. The Board shall be elected and shall serve as provided by the By-Laws. The fiscal year of the Association shall be determined by the Board, **and may be changed from time to time** as the Board deems advisable. The Association shall not be deemed to be conducting a **business of any kind, all activities undertaken and funds received** by the Association are to be for the use and benefit of the Owners in accordance with the **provisions of this Declaration** and its said Exhibits.

Each Owner shall be a Member of the Association so long as he is an Owner, said membership **automatically terminating** upon his **ceasing to be an Owner, and said** successor in interest simultaneously succeeding to his **membership in the Association. There shall be no amendments to said Charter, By-Laws or this Declaration, however, which would** impair the validity or priority of any mortgage or deed of trust without the written consent of the record holder thereof, or which would adversely affect the rights or obligations of the Board or its successors.

Section 3. Voting Rights. An Owner shall be entitled to one vote for each Lot **owned**. **Any two or more** Persons owning a Lot, shall designate one as the Voting Member. **Any corporate Owner shall designate a particular individual** as its Voting Member. Such designation shall be in accordance with any provisions of the By-Laws applicable thereto, but the Board is hereby authorized to rely on the representation of individuals representing themselves to

628077.1

be Voting Members that they have been duly designated as such, subject, however, to such proof as the Board in its discretion may require. Each Voting Member shall be entitled to vote all of the votes appurtenant to the Lot ownership therein being voted by him, as provided herein, at any meeting of the Association, in person or by proxy, as provided by the By-Laws. In no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE III PROPERTY RIGHTS

Section 1. Use. Except as specifically provided to the contrary, the buildings and each of the Lots shall be for residential purposes only. The use of the Common Area shall be limited to those Owners who are not delinquent with regard to any Assessments rendered by the Association or other charge due to the Association. The Association may charge a reasonable **admission and** other fees for the use of **any** facility situated upon the **Common Area**.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the **Common Area and** facilities to the Owner's family members or guests.

ARTICLE IV

COMMON EXPENSES AND ASSESSMENTS

Section 1. Assessment, Payment and Lien. Each Owner, by acceptance of a deed to such Lot or other conveyance, whether or not it shall be expressed in any such deed or other **conveyance**, shall be deemed to covenant and agree to pay to the Association: (1) annual **Assessments** or charges; (2) special Assessments for capital improvements; and (3) other Assessments provided for in this Declaration or otherwise established by the Board in **accordance with** this Declaration. Such Assessments shall be fixed, established and collected **from time to time as hereinafter** provided, and shall be charged to each Lot and be a **continuing** lien as to

each Lot. Payment of such Assessments shall be a personal obligation of the Owner at the time when the Assessment became due and payable. The personal obligation for delinquent Assessments shall not be passed to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners and in particular for the improvement and maintenance of the Common Area, services and facilities devoted to this purpose, including without limitation, insurance, maintenance, security measures and facilities.

Section 3. Special Assessment for Capital Improvements. The Association may levy in any Assessment year a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, maintenance, unexpected repair, or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such Assessment shall be approved by a vote of two-thirds (2/3) of the Owners who are voting (in person or by proxy) at a duly called meeting for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days prior to such meeting and shall set forth the purpose of the meeting.

628077.1

Section 4. Annual Assessment. The annual Assessment shall be fixed by the Board effective January 1 of each year and shall be due and collected by January 30 of that year. The annual Assessment for 2011 is \$
per Lot.

(a) Future annual Assessments may be increased by the Board by no more than five percent (5%) from the previous year.

(b) A future annual Assessment may be increased by more than five percent (5%) by a vote of two-thirds (2/3) of the Owners who are voting (in person or by proxy) at a duly-called meeting for this purpose, written notice of which shall be sent to all Owners at least thirty (30) days prior to such meeting and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Under Sections 3 and 4. The quorum required at the meeting called for any action authorized by Sections 3 or 4 of this Article IV shall be the presence of the Owners, in person or by proxy, entitled to cast twenty-five (25%) of all the votes.

Section 6. Uniform Rate. All Assessments must be based on a uniform rate for all Lots upon the recording of this Amended and Restated Declaration of Covenants,

Conditions and Restrictions for Chelaque Estates. The consolidation of two or more Lots will not lower the **amount of** the Assessment due as set forth in Article X, Section 3.

Section 7. Nonpayment of Assessments. Assessments not paid on or before the due date shall accrue interest from the due date at a rate of ten percent (10%) per annum and the Owner shall be responsible for all costs associated with collection, **including reasonable attorneys' fees.** No Owner may waive or otherwise evade liability for the **Assessments provided herein by his non-use of the Common Area or abandonment** of his Lot. The use of **Common Area** and other facilities may be restricted during the time that **any Assessment remains unpaid.**

Section 8. Subordination of Lien to Mortgages. The lien of Assessments provided for herein (which each Owner grants by acceptance of a deed to a Lot subject to this Declaration) shall be subordinate to the lien of any first mortgage on such Lot. The Board shall have the power to subordinate, in its sole discretion, **said lien to the lien of a second or subsequent mortgage.** Sale or transfer of a Lot pursuant to foreclosure shall extinguish the lien if subordinate to the foreclosing lien (but not the obligation to pay) of such assessments which **become due prior to such sale or transfer.**

Section 9. Enforcement of Lien. For and in consideration of the premises and the privileges, protections, mutual enjoyment and use of the **Common Area, receipt of which is** hereby acknowledged, to secure the payment of said **Common Area expenses, Assessments or** any other charge due as well as interest and late charges thereon **and costs of collection, including reasonable attorneys' fees,** a lien is hereby granted to the Association and the Board on the interest of each Owner in each Lot and all tangible personal property therein, and said **Owner's interest in the Common Area, as hereinabove provided.**

628077.1

ARTICLE V

CONTRACTS FOR MAINTENANCE, OPERATION, MANAGEMENT AND REPAIRS

The Association shall have the authority to contract with any and all parties for the **maintenance, operation, management** and repair of the common elements, and may delegate to **any** said party all powers and duties of the Board and the Association, except those which are specifically required hereby **or by the By-Laws** to have the approval

of the Board or the Members of the Association. Said contractor may be authorized to recommend to the Board the budget for the **Assessments for common expenses**, and to collect the same, with all authority in connection with said collection which is conferred on the Board hereby. The Board is hereby authorized to enter into such agreements and/or others, as it may deem necessary or desirable for **the administration, management, operation and maintenance of the common elements**. Each Owner, by **acquiring or holding an interest in any Lot**, thereby agrees to be bound by the terms **and conditions of all** such agreements entered into by the Association. A copy of all such **written agreements** shall be made available at the office of the Association for review by each Owner.

ARTICLE VI

INSURANCE

Section 1. Casualty Insurance. The Association shall keep all insurable **improvements and fixtures of the Common Area** insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other real or personal property owned by the Association against loss or damage by fire and other such hazards as the **Association deems desirable**. The casualty insurance coverage with respect to the or other property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The Association shall use any such insurance proceeds for the repair and replacement of the property for which the **insurance was carried**. **Premiums** for all such **casualty insurance** carried by the Association are Common Area expenses included in the **Assessments made by the Association**.

Section 2. Liability Insurance. The Association shall maintain liability insurance as to the **Common Area and any other real or personal property of the Association**. **The Association shall also maintain** liability insurance as to the acts and omissions of the Board and **officers of the Association**. **Premiums** for all such **liability insurance are Common Area** expenses included in the **Assessments made by the Association**.

Section 3. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area or other property of the Association, the Association shall **repair or replace the same from any insurance proceeds available**. **If insurance proceeds are insufficient** to cover the costs of repair or replacement of the Common Area or other property of the Association damaged or destroyed, the **Association may make a special Assessment, in addition to any other approved or required special or annual Assessment**, against all Owners pursuant to Article IV, Section 3, to cover the additional cost of **repair or replacement not covered by the insurance**

proceeds.

628077.1

Section 4. Annual Review of Policies. All of the Association's insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage **contained in the** policies is sufficient to make any necessary repairs or replacement of the covered property.

ARTICLE VII

INFORMATION

The Association shall make available to Owners for inspection, upon reasonable request, **and during normal business hours, those** corporate records described in Tennessee Code Annotated Section 48-66-101. Financial records and records including, but not limited to the membership lists and other corporate records shall be disseminated only pursuant to the procedures set forth in Tennessee Code Annotated Section 48-66-102.

ARTICLE VIII

BUILDING APPROVAL

Section 1. Buildings. No building shall be erected, placed, altered, or permitted to **remain on any Lot in the subdivision until** the building plans and specifications, and a plan showing the location of the dwelling, have been approved in writing by the Architectural **Committee as** to the quality of workmanship and material, harmony with exterior design with **existing** structures and as to the location with respect to topography and finish grade level and elevation, and compliance with these Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelaque Estates.

Section 2. Approval Time Limit. In the event that the Architectural Committee fails to approve or disapprove such plans or specifications within sixty (60) days after being submitted for review, the plans or specifications will be deemed to have been approved by the Architectural **Committee and the Owner** shall be deemed to have fully complied with this **covenant**.

Section 3. Delivery and Possession of Plans. Any plans or specifications approved, **or deemed approved**, by the Architectural **Committee must remain with**

the Architectural **Committee until construction**, as specified in such plans or specifications, is complete.

ARTICLE IX

BUILDING TYPE AND RESTRICTIONS

Section 1. Purpose. The covenants in this Article IX are necessary and desirable to **maintain fair and** adequate property values, prevent nuisances and maintain an attractive area for residential purposes.

Section 2. Architectural Committee Review. All proposed plans of dwellings to be erected in the Subdivision shall be submitted to the **Architectural Committee to be reviewed and approved by said committee in accordance** with Article VIII. The Architectural Committee shall possess general authority to promulgate rules that are necessary and proper to implement or

628077.1

interpret the building requirements set forth herein **and to resolve any ambiguities that may exist** so long as said rules do not materially alter the **provisions** of this Declaration.

Section 3. Minimum Size. Each residence shall contain a minimum of 1,400 square feet of heated living space (excluding garages, porches, overhangs, etc.).

Section 4. Prohibited Residences. **Modular homes, mobile homes, manufactured homes, motor coaches, recreational vehicles, house trailers and trailers are** prohibited for residential or occupancy purposes. Additionally, no trailer, basement, tent, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence, temporarily or permanently. **Without limiting any of the foregoing, no other structure of a temporary character shall be used for residency or occupancy.**

Section 5. Duplexes and Apartments Prohibited. No duplex **residence, garage** apartment or apartment house shall be erected or **allowed to remain on any** Lot and no building on any Lot at any time shall be converted into a duplex residence, garage apartment or apartment house.

Section 6. Easements. Easements fifteen (15) feet in width are reserved along the front Lot lines and five (5) feet in width along the rear and side Lot lines for the installation and **maintenance** of telephone and utilities and for drainage (including water lines).

Section 7. Interference With Drainage. No **construction on any** Lot shall be done in such a way as to materially increase the drainage of water upon any adjoining Lot.

Section 8. Exposed Foundation. No exposed concrete or block foundation shall be permitted above ground level in the construction of a dwelling, building, wall or fence.

Section 9. Driveways. Driveway surfaces other than concrete or asphalt must be approved by the Architectural Committee. Driveways must be completed in conjunction with **completion of any new residence. No driveway or walkway shall be in gravel.**

Section 10. Fuel Storage Tanks. No fuel storage tanks may be installed on any Lot for **any purpose, above or underground, unless hidden from street view either by fencing or landscaping,** which fencing or landscaping must be approved by the Architectural Committee.

Section 11. Heating and Cooling Units. No equipment for central air conditioning or **heating shall** be installed as to be visible from any street, unless such **equipment is shielded from view either structurally or by landscaping. No window air** conditioning units shall be installed in **any residence or building.**

Section 12. Antennas. All television or radio antennas shall be placed in the **attic of the residence, unless an** alternative location is approved by the Architectural Committee. **Television or radio towers** are prohibited from being placed upon any Lot.

Section 13. Committee.

Mailboxes.

All mailboxes must be approved by the Architectural

10

628077.1

Section 14. Fencing. All fencing must be approved by the **Architectural Committee.** Chain link fences are prohibited from being placed on any Lot.

Section 15. Building Materials Storage. No lumber, brick stone, cinder block, **concrete block** or other building materials shall be stored upon any Lot more than a reasonable **time for the construction in** which they are to be used to be completed.

Section 16. Time for Construction. Completion of **construction of improvements upon** any Lot must occur no later than nine (9) months **from commencement of construction.**

ARTICLEX

LAND

USE

Section 1. Purpose. The covenants in this Article X are necessary and desirable to **maintain fair** and adequate property values, prevent nuisances and maintain an attractive area for **residential** purposes.

Section 2.
residential
purposes.

Single Family Residences. No Lot shall be used
except for single family

Section 3. Re-subdivision of Lots. No Lot shall be re-subdivided except as approved by the Association and the Hawkins County Planning **Commission**. **In the event that any two or more Lots are re-subdivided to consolidate such Lots into a fewer number of Lots, the Lot or Lots shall continue to owe Assessments in the same manner** as such Lots were assessed prior to **the re-subdivision**. No Lot shall be used for the purpose of joining the Subdivision with any **contiguous** parcel of land and no road shall be built on or through a Lot for the purpose of joining this development **with any contiguous parcel of land**.

Section 4. Trees. No trees with a diameter of eight (8) or **more inches may be cut** without prior approval of the Architectural Committee. A violation of this section shall result in **the Owner incurring a fine** of \$200 per tree payable **immediately to the Association**. **In the event** of nonpayment, such fine may be added to the lien for **Assessments provided in Article IV hereof**.

Section 5. Waste and Neglect. At no time shall any Lot be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped, or dumped on it.

Section 6. No Dumping. No Lot shall be used a dumping ground for rubbish. No Person shall place refuse, stumps, concrete blocks, dirt or building materials or other undesirable materials on any Lot. Provided, however, that building materials may be placed on a Lot during **the construction of the dwelling in conformity with the other provisions of this Declaration**.

Section 7. Trash Storage and Pick-Up. Trash, garbage, or other waste shall not be **kept except in sanitary covered containers**. **All trash containers must be kept inside a utility room** or garage and placed outside only on days of pick-up.

7.1

Section 8. Firewood Storage. All firewood, and any other items allowed to be stored outside, must be neatly stored on the back of the Lot.

Section 9. Hunting. Hunting on any Lot, Common Area or other part of the Subdivision is prohibited. The discharging of any weapon within the Subdivision is prohibited.

Section 10. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done upon any Lot which may be or **may become an** annoyance or nuisance to the neighborhood.

Section 11. Signs. No signs of any kind shall be displayed to the public view on any Lot except for those of not more than five (5) square feet for each of the following: sign advertising the Lot for sale, sign of the general contractor during construction, security signs indicating the home is protected by a security system, Owner name, and signs approved by the **Board and/or Architectural Committee**.

Section 12. Pets and Animals. No animals, livestock, or poultry of any kind shall be kept, used or bred on any Lot either for commercial or private purposes, except the usual **domestic pet; provided**, however, that no pet shall be allowed to run at large and shall not otherwise constitute a nuisance, health or safety hazard to the neighborhood. Dogs will be allowed, but no more than two (2) dogs shall be kept on a Lot and shall only be kept for the pleasure and use of the occupants of the Lot. Dogs shall not be kept **for any commercial breeding** uses or other purposes. No structure for the care, housing, or confinement of any pet **shall be constructed or maintained on any part** of a Lot unless approved by the Architectural **Committee**. **Pets** shall be under leash or otherwise under control when walked or exercised. The **Board shall conclusively determine, in** its sole and absolute discretion, whether, for the purposes of this section, a particular pet is a nuisance, and shall have the right to require the owner of a particular pet to remove such pet from the Lot if such pet is found to be a nuisance or to be in violation of these restrictions. The Association intends to preserve the **natural environment** wherever possible and animal control must be strictly observed.

Section 13. Automobiles. No inoperable automobiles or other vehicles may be parked on any Lot. All vehicles **must be parked on a concrete or asphalt pad**. **Gravel parking areas are not permitted**.

Section 14. Other Vehicles. All campers, recreation vehicles, boats, utility trailers and other similar vehicles or trailers shall not be parked in the front yards, or street side, of Lots or on **any Common Area**.

Section 15. Common Area Easements. The Association has the right to **grant permits, licenses,**

and easements over the Common Areas for utilities, roads and other purposes **reasonably** necessary or useful for the proper **maintenance** or operation of the Subdivision.

Section 16. Common Area Lighting. There shall be no Common Area lighting except as may be prescribed by the Architectural **Committee**.

Section 17. Rentals. No part of the improvements to a Lot may be rented for any term less than six (6) months.

12

628077.1

ARTICLE XI

AMENDMENTS TO DECLARATION

Section 1. Amendments to Declaration. The covenant and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after time they shall be automatically extended for successive periods of ten (10) years **unless modified** by the Owners. This Declaration may be amended by an instrument signed by not less than a majority of the Owners. **Any amendment** must be recorded. However, the actual Owner signature pages need not be recorded so **long as any such amendment is accompanied by a verification, signed by the appropriate Association** representative, stating that the necessary original signatures exists and are on file.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1. Provisions Run With the Land. All provisions of this Declaration and Exhibits hereto, and all subsequent amendments to any of them, shall constitute **covenants running** with the property in the Subdivision and every part thereof and interest therein, and all **persons owning any interest** in the property in the Subdivision shall be bound by all **provisions thereof**.

Section 2. USA-TVA Reservations, Restrictions and Conditions. All Lots are subject to applicable **USA-TVA reservations, restrictions and conditions**, as well as applicable TVA shoreline strip rules, water use facility rules, **regulations or permit requirements, and the terms and provisions of the Declaration**.

Section 3. Enforcement. The Association, 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 this Declaration. Failure by the Association of any Owner to enforce any covenant or restriction herein shall, in no event, be deemed a waiver of the right to do so thereafter. **In any action to enforce the provisions of this Declaration, including a lien for Assessments, the Association or any Owner enforcing this Declaration shall be entitled to recover, from the offending party, reasonable attorneys' fees and all other costs of such litigation.**

Section 4. Notice. Notices to the Board, its successors or assigns shall be made at the address of the Association. Notice to Owners shall be made at the last address indicated by the **records of the Board**. All such notices shall be considered complete when placed in the mail, first **class** postage prepaid.

Section 5. Effective Date. This Declaration shall become effective immediately upon **recording** and shall be binding on all property in the Subdivision.

IN WITNESS **WHEREOF**, the Board has caused this Amended and Restated Declaration of **Covenants, Conditions and Restrictions** to be executed by its President, and **its corporate seal** to be duly **affixed hereto, and the undersigned Owners of a majority of the Lots in the**

13

628077.1

Subdivision have executed this Amended and Restated Declaration of **Covenants, Conditions and Restrictions**, on the day and year first above written.

CHELAQUE
HOMEOWNERS'
ASSOCIATION, INC.

By: **D quay Zeltona**
Tracey Babiependle_»
President

**STATE OF
TENNESSEE)**
COUNTY OF Hawkins)

Before me, the undersigned Notary Public in and for the County and State last

aforesaid, personally appeared *D. Tanca Brucageman* with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the President of Chelaque **Homeowners' Association**, Inc., a Tennessee Corporation, the within bargainor, and who acknowledged himself/herself to be authorized to execute the foregoing instrument as President of said corporation, and acknowledged that he/she, as such President, executed said document on behalf of Chelaque **Homeowners Association**, Inc., as the free act and deed of said Corporation for the purpose therein contained by signing the name of said corporation by himself/herself as President.

WITNESS my hand and official seal this /&* day of *Octobek* 2011 .

and Sr. Rourts

Notary Public

My commission
expires:

Megust 3,
2013

HAWKI

NOTAR
Y
PUBLIC
ONS
COU
COUN
TY

This instrument was prepared by: Melanie E. Davis, Esq. Kizer & Black Attorneys, PLLC
217 E. Broadway Avenue Maryville, TN 37804

**AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
CHELAQUE ESTATES**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions, is made this on this the day of July, 2019, by CHELAQUE HOMEOWNERS' ASSOCIATION, INC. ("Association"), a Tennessee corporation, by and through its President **Tracy Brueggeman, who certifies below that owners representing the majority of the lots in Chelaque Estates have voted in favor of these amendments. This amendment is to be effective as** of the date of recording.

WITNESSETH:

WHEREAS, an original Declaration for Chelaque Estates was recorded in the Hawkins County Register of Deeds Office at Book 389, Page 55 on or about September 4, 1996 ("Original Declaration"); and

WHEREAS, the Original Declaration was amended multiple times and a comprehensive Amended and Restated Declaration of Covenants, Conditions and Restrictions for Chelaque Estates was recorded Misc. Record Book 1034, Page 187 in the Register of Deeds Office for **Hawkins County, Tennessee incorporating** all changes in a single document on **October 17, 2011, (Amended and Restated Declaration)**; and

WHEREAS, the Amended and Restated Declaration replaced the Original Declaration and all prior and versions of the Restrictions Covenants for Chelaque Estates, and

WHEREAS, the Amended and Restated Declaration for Chelaque Estates can be amended pursuant its terms in Article XI by an instrument signed by not less than them jority of the owners. However, the actual owners signature pages need not be recorded so long as any such amendment **is accompanied by a verification** signed by the appropriate Association representative saying the **necessary original signatures exist and are on file; and**

WHEREAS, the requisite number of owners in Chelaque Estates have voted to amend the **Amended and Restated Declaration as set forth below.**

WHEREFORE, such Amended and Restated Declaration is hereby amended as follows:

1. Article IX, Building Type and Restrictions, is hereby amended with the current Section 9 Driveways is deleted in its entirety and replaced as follows:

Section 9. Driveways. Driveway surfaces other than concrete or asphalt must be approved by the Architectural Committee. Driveways must be completed in conjunction with completion of any new residence. No driveway in front of the house shall be gravel.

2. Article IX, Building Type and Restrictions, is amended in Section 16 with the current Section 16 Time for Construction hereby repealed and replaced as follows:

Section 16. Time for Construction. Completion of construction or improvements upon any Lot must occur no later fourteen (14) months from commencement of construction.

3. Article X, Land Use, is amended in Section 8 with the current Section 8. Firewood Storage repealed and replaced as follows:

Section 8. Firewood Storage. All firewood and any other items allowed to be stored outside must be neatly stored on the back or side of the Lot.

The remaining provisions of the document remains in full force and effect.

IN WITNESS WHEREOF, the Board has caused this Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed by the Association President, along with her verification stating that the original signatures representing not less than the majority of owners are on file with the Association in favor of this amendment.

CHELAQUE HOMEOWNERS' ASSOCIATION, INC.:

By: kay Doqqun
TRACY BRNEGGEMAN

Its: PRESIDENT

STATE OF TENNESSEE COUNTY OF HAWKINS

Before me, the undersigned Notary Public in and for the County

and State last aforesaid, **personally appeared TRACY BRUEGGEMAN, with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the President of Chelaque Homeowners' Association, Inc., a Tennessee not for profit Corporation, the within bargainor, and who acknowledged himself/herself to be authorized to execute the foregoing instrument as President of said corporation, and acknowledged that he/she, as such President, executed said document on behalf of Chelaque Homeowners Association, Inc., as the free act and deed of said Corporation for the purpose therein contained by signing the name of said corporation by himself/herself as President.**

WITNESS my hand and official seal this 27 day of *daily* 2019./7

My Commission Expires:

Notary Public

STATE

TENNESSEE NOTARY PUBLIC

VERIFICATION

AMBLE

ENCOU

Comes now TRACY BRUEGGEMAN, as duly elected President of Chelaque Estates. Homeowners Association, Inc. after being duly sworn in accordance with law, and makes oath that the statements in the above Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Chelaque Estates are true and correct. Additionally, the undersigned avers that owners representing a majority of the Lots in Chelaque Estates have signed an instrument approving the same and that said signatures are on file in the records of the Association

BK/PG: 13141745-747 19004458

CHELAQUE HOMEOWNERS' ASSOCIATION 3 PGS:AL-

AMENDMENT

INC.: JUDY BATCH: 120379 07/24/2019 - 01:43 PM

By: Uhuaq.me

TRACYBUEGGEMAN

VALUE

0.00 MORTGAGE TAX

0.00 TRANSFER TAX

0.00 RECORDING FEE

15.00 DP FEE

2.00 REGISTER'S FEE

0.00 TOTAL AMOUNT

17.00 STATE OF TENNESSEE, HAWKINS COUNTY JUDY KIRKPATRICK

REGISTER OF DEEDS

Its: PRESIDENT

uwo before me this the 24 day

0

d

2019.

7 Palucia R

My Commission Expires:

س

ا

ر

Notary Public

STATE

TENNESSEE NOTARY

PUBLIC

WUNTY