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 Hamilton County Tennessee

**DECLARATION OF COVENANTS AND RESTRICTIONS  
 FOR  
 BAY FRONT VIEW SUBDIVISION**

Declaration is made this 17th day of October, 2005, by DPTI, LLC, a Tennessee Limited Liability Company (hereinafter sometime referred to as the "Developer").

Developer is the owner of the real property described in the Article II of this Declaration and desires to create a own residential community known as Bay Front View Subdivision, with a private road and a community tract on which will be build a dock for the benefit of community; and

Developer desires to provide for the preservation of the values and amenities in the community and for the maintenance of said community tract and private road and other common properties; and

The Developer has deemed it desirable for the efficient preservation of the values and amenities in the community to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the common properties and administering and enforcing this Declaration of Covenants And Restrictions, and collecting and disbursing all assessments and charges for such maintenance, administration and enforcement as created in other documents to be filed; and

Developer will cause to be incorporated under the laws of the State of Tennessee, Bay Front View Association, Inc., a corporation not for profit, for the purpose of exercising the above functions and those which will be more fully set out in the later documents to be recorded.

**ARTICLE I**

**Definitions**

The following words and terms, when used in this Declaration or any supplemental Declaration shall have the following meanings:

- 1.1 Association - "Association" shall mean Bay Front View Association, Inc., a Tennessee corporation for non profit.
- 1.2 Declaration - "Declaration" shall mean this Declaration of Covenants And Restrictions For Bay Front View Subdivision and any supplemental Declaration filed pursuant to this Declaration.
- 1.3 Developer - "Developer" shall mean DPTI, LLC, its successors and assigns.

PREPARED BY:  
 DPTI, LLC  
 4104 RINGGOLD ROAD  
 EAST RIDGE, TN  
 37412

CK 1310574, 1310225, 1310402

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*Handwritten signature*

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- 1.4 Dwelling Unit – “Dwelling Unit” shall mean any building situated on the properties designated and intended for use and occupancy by a single family.
- 1.5 Guest – “Guest” shall mean one or more persons invited on a temporary visit and accompanied by the low owner or by the members of their immediate family unit. Rules and regulations pertaining to all aspects of guest’s privileges, frequency of visits and conduct shall come under the authority of the Board of Directors of Bay Front View Association, Inc.
- 1.6 Lot or Lots – “Lot or Lots” shall mean any improved or unimproved plot of land shown as a lot upon any recorded final subdivision map of any part of the properties, with exception of the common property.
- 1.7 Owner or Owners – “Owner or Owners” shall mean the record owner or owners of a Lot. The definition of “owner(s)” shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure, nor shall the term “owner(s)” mean to refer to any lessee, tenant or employee of an owner. The Developer may be an owner.

## ARTICLE II

### Properties and Common Properties and Improvements Thereon

- 2.1 Existing Land – The real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to these Covenants is located in Hamilton County, Tennessee and is more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 (community lot), and the Private Road, all as shown on plat of Bay Front View Subdivision of record in Plat Book 80, page 108, in the Register’s Office of Hamilton County, Tennessee.

A joint permanent access easement by this document does not as of the date of this instrument meet the standards of Hamilton County for acceptance as a publicly maintained road, pursuant to amendment. This development is being allowed with the clear understanding that maintenance of the access way will remain the responsibility of the affected property owners.

Further, the government of Hamilton County will neither now nor in the future consider the access way eligible for public maintenance unless and until the road is built to standards set forth in the county’s land development regulations and is formally accepted by the governing authority. In the absence of such acceptance, it is hereby expressly understood and agreed that the said access easement is and will remain the responsibility of the parties or interests other than the government of Hamilton County, Tennessee.

The following language shall appear on the covenants and deeds for all private subdivision plats to be recorded which concern land in unincorporated Hamilton

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County: *"Required notice to all subsequent property owners: The grantee herein recognizes that any and all means of ingress and egress to the property conveyed hereby which is provided by the grantor or his successors or assigns are considered by the Hamilton County Planning Commission and the governing body of Hamilton County to be private ways maintainable by said governing body. Therefore, the property owner hereby agrees that he or she will be responsible for his/her share of the upkeep and maintenance of the said private way, holding completely harmless the governing body of Hamilton County of any necessity for such upkeep and maintenance."* Copy will be provided to the Hamilton County Planning Commission for review.

- 2.2 Common Properties and Improvements Thereon – The Developer is developing the land in accordance with a plat of record in Plat Book 80, page 108, Register of Deeds, Hamilton County, Tennessee provided, however, the Developer reserves the right to review and modify said plat, from time to time, with the approval of all governmental authorities having jurisdiction. The Developer shall convey to the association, from time to time, the common properties as defined in the plat. The common properties shall be used for access to dock and lake only.
- 2.3 A building lot shall be defined as one of the original eight (8) lots as shown by the plat of subdivision. The main dwelling must be constructed before the erection of any secondary building, except that a guest house or deck or screen porch approved by the Developer or Bay Front View Association, Inc. may be constructed for the use of the owner on the premises before the main dwelling is constructed.
- 2.4 No structure of a temporary character, trailer, tent, shack, modular home or mobile home shall be installed, erected or used on this property at any time. No incomplete portion of the house, no garage or other secondary building shall be used temporarily or permanently as a residence, except that the guest house may be used as a temporary residence by the owner.
- 2.5 No lot or tract in the subdivision shall be further subdivided by any owner. However, the owners shall have the right to adjust the boundary lines between their lots and joining lots as long as no new lots are created.
- 2.6 No lot shall be used for commercial purposes. Home businesses which do not advertise or generate customer traffic shall be permitted. No nuisance shall be permitted or maintained upon any of the land. No commercial poultry or swine operations shall be allowed. Agricultural pursuits incidental to the residential use of the land shall be permitted.
- 2.7 There shall not be erected, permitted, maintained or operated on any lot any privy, cesspool, vault or any other form of privy, except such sewage system as meets the requirements of all governmental authorities which have jurisdiction. All dwelling units shall be connected to a public sewer or have a septic tank and field lines of the type and quality approved by the State of Tennessee Department of Health, and approval of said facilities must be so obtained prior to occupancy.
- 2.8 No weeds, garbage or refuse piles, hazardous materials, trash, deteriorating vehicles, auto parts or other unsightly objects shall be allowed to be placed or suffered to remain on any part of any lot including vacant building sites.

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- 2.9 All propane tanks or other such tanks shall either be screened from the road and adjoining lots or buried.
- 2.10 All developed lots must have adequate provisions for off street or off road parking for residents and guests.
- 2.11 Satellite dishes and antennas shall be screened. Not antennas of a commercial nature shall be constructed or kept on any lot.

### ARTICLE III

- 3.1 The provisions herein contained shall insure to the benefit of or be enforceable by owners of the individual lots, their successors or assigns, the grantees and deeds conveying land in the subdivision and their respective heirs, executors, administrators or assigns, any subsequent owner of any land in the subdivision or the Developer or his duly authorized representative. The failure of any of the above person or organizations to enforce any restriction, condition, covenant or agreement shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or any breach prior or subsequent thereto.
- 3.2 The Developer reserves the right to grant variances from these restrictive covenants, or to waive violations thereof which do not, in its sole judgment, materially affect the purpose sought to be obtained by the imposition of these restrictive covenants.
- 3.3 These covenants and restrictions shall run with the property and shall be binding upon all parties and all persons claiming under them for a minimum period of twenty years from the date of these covenants and restrictions are recorded, after which said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by 75% of the then owners of the building sites has been recorded agreeing to terminate or change said covenants and restrictions in whole, or in part.
- 3.4 These covenants and restrictions may be changed, modified or amended by a duly recorded instrument signed by the owner or owners of 6 of the lots.
- 3.5 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event that any one or more of the covenants or restrictions shall, for any reason, be held to be invalid, or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, DPTI, LLC, has hereunto caused its official name to be signed by its duly authorized officer on this the 17th day of October, 2005.

DPTI, LLC

BY: 

RANDALL CRAIG DRIVER, President

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STATE OF TENNESSEE)  
COUNTY OF HAMILTON)

On this 17<sup>th</sup> day of October, 2005, before me personally appeared RANDALL CRAIG DRIVER, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of DPTI, LLC, the within-named bargainer, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said bargainer, by himself as such officer.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

Robin Rose  
NOTARY PUBLIC

My commission expires:

7/26/09

