



1.80± Acre Building Lot in Savanah Harbour Subdivision near Kingston, TN

Last Revised and Published on 30/03/21 at 9:47 AM

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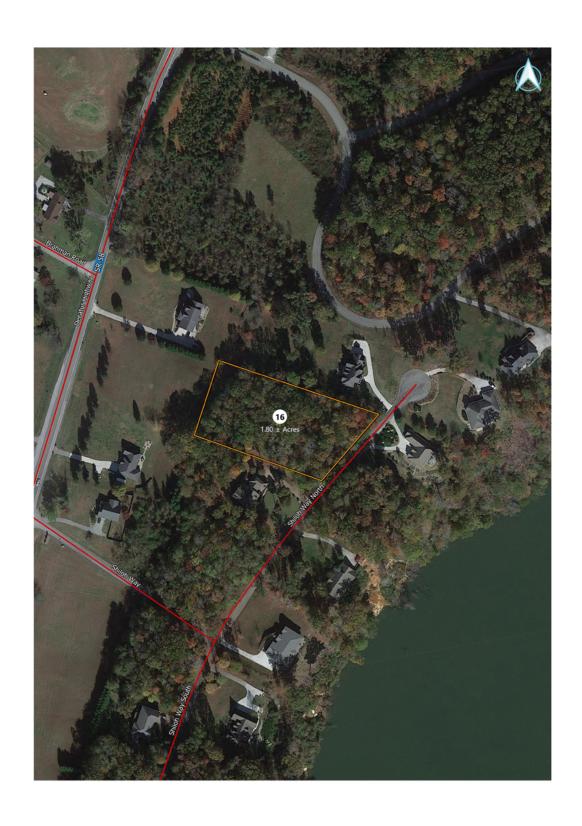


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# **Auction Sales Map**





# Lot 36 on Shiloh Way N







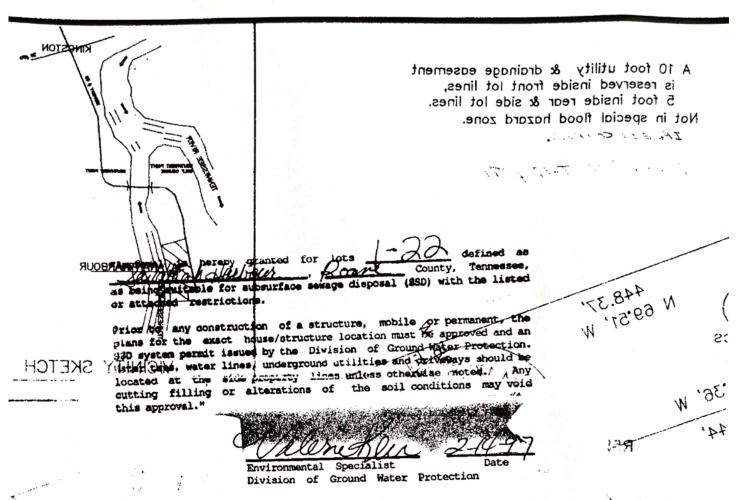
## **Subdivision Plat**



Book PCA Page 142.002

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JILIK



\*LOTS 1-22 ARE APPROVED STANDARD FOR INDIVIDUAL S.S.D. SYSTEMS SERVING 3 BEDROOMS.

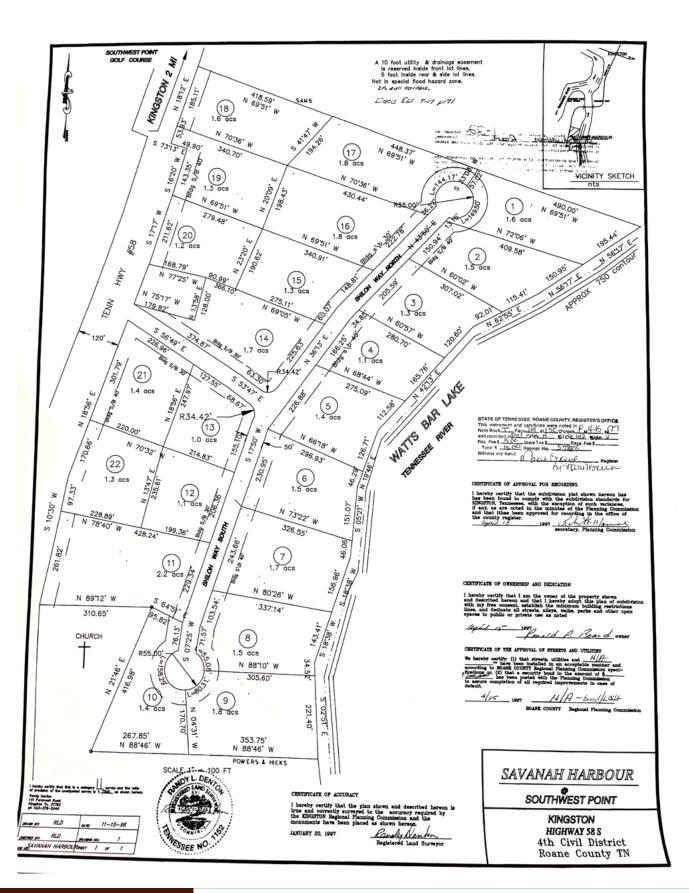
\*WELL LOCATION AND HOUSE SIZE, LOCATION AND DESIGN WILL DETERMINE THE ACTUAL NUMBER OF BEDROOMS FOR WHICH A PERMIT MAY BE ISSUED.



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TANTON SOM SOM





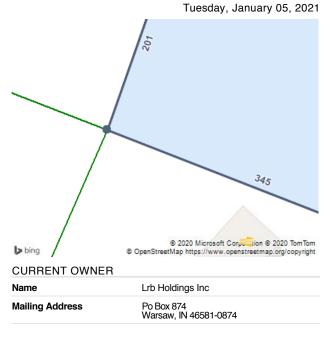
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## **Tax Information**





LOCATION	
Property Address	Shiloh Way N TN
Subdivision	Savanah Harbour
County	Roane County, TN
PROPERTY SUMMARY	
Property Type	Residential
Land Use	
Improvement Type	
Square Feet	
GENERAL PARCEL INF	ORMATION
Parcel ID/Tax ID	067E A 018.00
Special Int	000
Alternate Parcel ID	
Land Map	067D
District/Ward	04
2010 Census Trct/Blk	303/4
Assessor Roll Year	2019



### SALES HISTORY THROUGH 12/14/2020

<b>5/23/2019</b> \$19,000 Lrb Holdings Inc Zec Michael A Tax Sale Deed 1695/19004	Page nent#
2/22/2011 Zec Michael A Zec Michael A & Janet T Quit Claim Deed 1389/	36
10/3/2005 \$48,900 Zec Michael A & Janet T Black Jeffrey & Lisa Warranty Deed 1139/	79
7/17/1998 \$29,500 Black Jeffrey & Lisa Warranty Deed B21/4	5
1/27/1997 Savannah Harbour LLC 11 N20/5	17

### TAX ASSESSMENT

Appraisal	Amount	Assessment	Amount	Jurisdiction	Rate
Appraisal Year	2019	Assessment Year	2019		
Appraised Land	\$49,500	Assessed Land		Roane	2.685
Appraised Improvements		Assessed Improvement	s		
Total Tax Appraisal	\$49,500	Total Assessment	\$12,375		
		Exempt Amount			
		Exempt Reason			

### **TAXES**

Tax Year	City Taxes	County Taxes	Total Taxes
2019		\$332.27	\$332.27
2018		\$321.88	\$321.88

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## **Tax Information**



### Property Report for SHILOH WAY N, cont.

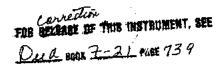
2017			\$321.88		\$321.88	
2016			\$321.88		\$321.88	
2015			\$321.88		\$321.88	
2014			\$272.50		\$272.50	
2013			\$272.50		\$272.50	
MORTGAGE	E HISTORY					
No mortgages	were found for this	parcel.				
PROPERTY	' CHARACTER	ISTICS: BUIL	DING			
No Buildings w	ere found for this p	arcel.				
PROPERTY	'CHARACTER	ISTICS: EXTR	A FEATURES			
No extra featur	es were found for the	his parcel.				
PROPERTY	' CHARACTER	ISTICS: LOT				
Land Use				Lot Dimensions	222.78 X	( 430.44 IRR
Block/Lot		/16		Lot Square Feet	78,408	
Latitude/Long	gitude	35.851039	°/-84.539760°	Acreage	1.8	
PROPERTY	' CHARACTER	ISTICS: UTILI	TIES/AREA			
Gas Source				Road Type	Paved	
Electric Source	e	Public		Topography	Rolling	
Water Source	•	Public		District Trend	Z	
Sewer Source		Individual		Special School District 1		
Zoning Code				Special School District 2		
Owner Type						
LEGAL DES	CRIPTION					
Subdivision		Savanah Ha	arbour	Plat Book/Page	PC-A/142-	2
Block/Lot		/16		District/Ward	04	
Description						
FEMA FLOO	OD ZONES					
Zone Code	Flood Risk	BFE	Description		FIRM Panel ID	FIRM Panel Eff Date
Х	Minimal		Area of minimal flood above the 500-year flo	hazard, usually depicted on FIRMs as od level.	47145C0206G	11/18/2009

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Prepared by Ronnie Beard

#606 **DECLARATION OF** COVENANTS, CONDITIONS AND RESTRICTIONS SAVANNAH HARBOUR AT SOUTHWEST POINTE

THIS DECLARATION, made this the AND day of April 1991, by Savarrath Harbour at Bouthwest Foliats, hereinafter referred to as the 'Declarant."

Control of the same that the same

WHEREAS, the Declarant in the caver in fee simply of certain real property isocated in District.

Plat 1666 A "Mage" 12.30 County of Roame, State of Temessoe, logisher with all community known as Savannah Eurisour at Southwest Pointe, together with other areas for the becefit of said contraintly, and WHEREAS, the Declarant desires to provide for the preservation of values and membles in said contraintly and for the maintenance of each other common areas, and to this end, desires to subject the real property described herein above to the covenant, restricted, essentiest, charge and liens herein above to the covenant, restricted, essentiest, charge and liens hereinather set forth, each and all of which is and see for the baselfit of said property and each owner thereoft and WHEREAS, the Declarant has decreed it desirable for the efficient preservation of the values and arrentities in said community, to treate an agency to which thould be delegated and assigned the powers of maintaining and administring the community property and facilities and administring and enforcing the oversamis and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW TERREPORE, the Declarate hereby declares that all of the real property described herebubbwe, shall be held, transferred, sold, conveyed, hypotheested excumbered, used and occupied subject to the covenants, restrictions, examents, charge and liers (horsitalite: sometimes referred to as "covenants and restrictions") bereinafter

#### ARTICLE L

The following words when upod in this Declaration shall have the following

meanings.

Section 1. "Association" shall meen and refer to Savarench Hurbour at Southwast
Pointo Landownar's Association, Inc., a non-profit, non-stock entity under the laws of the

Points Landowmark Association, Inc., a non-profit, non-stock entity under the laws of the State of Termesson, its successors and assigns.

Section 2. "Committee Area" shall mean all real property including the improvement furnito owned by the Association to be devoted to the common use and enjoyment of the mentions of the Association. The common area to be evented by the Association at the time of the conveyance of the first lot, is as shown as the "Savannah Harbour at Southwest Points Landowmer's Association, Inc., Common's or the recorded Plat of Savannah Harbour at Southwest Points, Courty of Rosen, State of Termesson.

Section 3. "Declarant" shall mean Savannah Harbour at Southwest Points Landowmer's Association, Inc., a Tempesson certity with offices at 1000 Bruntwood Way, Kingston, Termesson 37763, its successors or assigns should acquire more than one undeveloped of them the Declarant for the narross of development.

thould exquire
more than one underveloped for from the Declarant for the purpose of development.
Poclarant's shall be synconymous with "developer" for the purposes of this declaration.

Baction 4. The land of the purposes of this declaration.

Baction 5. To this polarisation shall mean this Declaration of Covenants, Conditions and
Restrictors, and any supplementary declaration filed hereto, as this Declaration may,
from time to time, be amended in accordance with its terms.

Bection 5. Tast shall mean and refer to the plots of land to designated on maps to
be recorded in the Registeria Office for Reach County, Tennessee, For all purposes
hereunder, It shall be understood and agreed that Declarant shall be the owner of all said
ict, are and compt only these particular lost which Declarant conveys in fee simple title
be recorded to deed from and sizer date hereof, with the exception of Savarnah Rarbour
at Southwest Pointe Landowner's Association, Inc. Commons.

at Southwest Pointe Landowner's Association, inc. Commons.

Section 6. "Towerboars" or "Dwelling" shall mean any single family reddence unit
constructed on any portion of a lot or lots.

Section 7. "Member" shall mean and refer to every person who holds membership
it for Association. (Associate Member shall mean such person who have rights to the use
of the membership and some securities families.

occasion. (Amedicine. (Amedicine Member shall mean such person who have rights to the use of the amedicine. (Amedicine Member shall mean such person who have rights to the use of the amedicine and any recreation facilities.)

Section 2. "Owner" shall mean and refer to the record owner whether one or more person or emiliar, of fee simple title to any lot which is a part of the property, including contract sallow, but excluding those having such interest metrily as sectivity for the performance of an obligation, provided however, that the purchaser at a foreclosure sale or business as shall be deemed an owner.

Section 9. "Powers" shall mean an individual, firm, corporation, partnership, association, trust or other logal entity or any combination thereof.

Section 10. "Property or Properties" shall mean that real property described havinghove, including all common areas and such additions thereof as may hereafter be brought within the jurisdiction of the Association.

Section 11. "Residential Community" shall mean the development known as Savannah Harbour at Sauthwest Points, and situate on the property.

Section 12. "Class A" for shall mean the interest on word by the lot owner, with the exception of the Declarant.

Section 13. "Class III in mean the interest of the property of the property of the shall mean the lot or lots owned by the Declarant.

\* PIAT CABINET A, SLIDE 142 Side (Z)

Seathen 1. Property subject to Dockspitton. That certain real property which is, and shall be held, transferred sold, conveyed, and occupied subject to this Declaration, is located within the Courty of Rosen, State of Tormesson, and is more fully described

#### ARTICLE IIL

The following sections of this Article III shall apply to membership in the association as

Section 1. Morthers. Every person, as defined, who is a record owner of a fac or undivided the interest of any lot within the property shall be a member of the Association, as defined, provided however, that anyons who halds such interest solely as sociative, as defined, provided however, that anyons who halds such interest solely as sociative for any not be separated from ownership of any lot which is subject to associate within the property as defined herein. Ownership of such lot shall be the sole qualification for membership. Any owner of property in Savaranth Harbour at Bouthwest Points Landouncer's Association, inc., shall have an essociate smembership in this Association. The associate members shall have one vote on matters pertaining to recreation facilities only.

Section 2. Classification of Members. Members thall be divided in three classes emirated at Class "A" members, Class "B" members and Class "C" members, defined

denominated as Class "A" members, Class "B" members and Class "C" members, defined as follows:

Class "A" members that he all coverers as defined in Section 1 with the exception of the Declarant. Class "A" members shall be entitled to one won for each lot in which they hold the inferent required for membership by Section 1. When prose than one persent holds such interest in any lot, all such porsons shall be members, and the vote for such lot shall be exceeded as they, among themselves, determine, but in no event shall nore than one vote be east wifit respect to any such lot.

Class "B" members shall be the Declarant, who shall be entitled to first votes for each to it is which it holds the interest required for membership by Section 1. The Class "B" membership all coasts and be convexted to Class "A" membership upon the fort to occur of the following: (1) when the total votes outstanding in the Class "A" membership are equal to the stell votes outstanding in the Class "B" membership are equal to the stell votes outstanding in the Class "B" membership or (b) on langury 1, 2002; provided however, that if the Developer is smalled for six over an extended for section and all recorded lots to owners by reason of bran, membership and call all recorded of lots to owners by reason of bran, membership and date shall be extended for a period equal to the period between the date on which such best, mentalosism or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for a period equal to the period between the date on which such best, mentalosism or restriction imposed by any government, governmental agency, or public utility, then this date shall be extended for section to the period between the date on which such best, mentalosism or restriction conneption, and he had a upon which such best, mentalosism or restriction terminates or is reached, but in on svert shall such period be astended for more than five years. Force and after the happening of these events, w

Class "B" members shall pay one dollar per year per lot owned until becoming a Class "A" member.

Class "C" members shall be any owner of property in Savarnah Harbour at Southwest Points, who has paid his or her foce as established by the Board -I Directors and who have rights to the use of amentities and other recreational facilities.

Sertion 5. Voting, At every meeting of the members, each of the members shall have the right to cash his vote as defined by Article III, Section 2, on each question. The vote of the members representing a majority of the total votes cast with respect to any question, in person or by proxy shall decide any question brought before such meeting, missen the question is found prom which, by express provision shall govern and control, the vote for expired, in which case such express provision shall govern and control. The vote for any membership which is evened by my other owns of ratch membership which is evened by my other owns of any the membership is noted at such meeting. In the ovent all the co-owners of any membership is noted at such meeting of the members are unable to agree on the manner in which the vote for such question; of the members are unable to agree on the manner in which the vote for such question; of the members are unable to agree on the manner in which the vote for such question; of the members are unable to agree on the manner in the development of the counted for purposes of clocking that question. No members shall be aligible to vote, either in person or by proxy, or to be circled to the Board of Directors, who is shown on the books or management account of the Association to be more than 60 days definent in any payment due the Association to be more than 60 days definent in any payment due the Association to be more than 60 days definent in any payment due to he association to be for the developer of the dev

Section 5. Quorum. The presence at the meeting of members entitled to cast, as of process articled to cast 1/10ths of the votes of each class of membership shall constitute



a quotes for tay action except as otherwise provided in the Articles of Incorporation, the By-Laws or this Declaration. If, however, such quotess shall not be present or represented at any meeting, the members emitted to vote therest, shall have power to adjourn the meeting from time to time, without notice other than acrosmoment at the mosting, until a quorum as aforesaid shall be present or be represented.

#### ARTICLE IV.

Section 1. Member's Essentents of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every member shall have a right and easement of enjoyment in and to the common areas and such essences shall be appurtenent to sad shall pass with the

to get common special and non-monatorial state on apparatusing and state plan with our till be overy lot.

Section 2. Common Areas. In order to preserve end enhance the property values and emodities of the Residential Community, the common areas and all facilities belts or installed thereon shall at all times be restrictioned in good repair and condition and shall

properties the coordance with high standards.

In order to provide reasonable podestries and vehicular ingrots and egress to the property, an essenced is hereby declared on the ocusions uses contained in any portion of the property, which upon recondition of the Declaration, shall be decreed to two with the lend and shall permit well-cular and podestries in allies and egress for each owner and

each concrebeirs, successor's, seeigns, lessess and invites.

Section 3. Exist of Member! Experients. The rights and exactions created hereby shall be subject to the following:

A) Reasonable regulations imposed by the Association in accordance with its

les and By-Laws.

B) The right of the Association to take such steps as are necessary to protect the

non areas equiret forecionure. C) The right of the Americation as provided in its Articles and By-Lave, to suspen

the voting rights and right to use of recreational facilities for any member for any p during which any sensestors remained unpaid, and for any period not to exceed sixty days for any infraction of its published rules and regulations.

D) The riefs of the Declaract and of the Americanies to grant and reserve essements

D) The right of the Declaract and of the Association to grant and remove essenants and rights of very through, under, over and across the common areas, for the installation, maintenances and impection of phones, electricity, sower, water, master television arisens system, cable TV, storm draim, gas or other utilities.

E) The right of the Association to limit the number of guests of members.

F) The right of the Association to limit the number of guests of members.

F) The right of the Association to declare a transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such decidention or transfer shall be effective turies an instrument has been signed by 23rds of each Class of members, agreeing to such decidation, aske or transfer. Consent of mortgages bedding first deeds of trut, the Federal Housing Administration, Veterans Administration and the Federal National Mortgage Association to such dedication, sale or transfer, shall also be obtained.

O'm right of the Association to regulate parking on all lots as it instrument areas.

O'mership of each in shall exist the owner or common thereof to the use of not more than two sotomobile parking spaces, which shall be as near and convenient to said lot as reasonably possible together with the right of ingress and egross in end upon said parking tras.

H). The right of the Association to accordance with its Articles and BwLaws to berrow many for the purpose of improving the common steam and Sacillian, and with the same of 2/3cm of each class of members, mortgage, plodge, deed in trust or hypothecate, any or all of its real or personal property as security for money becrowed or debte

Section 4. Delegation of Use. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to common areas and facilities to the members of his family, his tenents, or contract purchasers wher credit on the property. Section 5. The use of all motor vehicles thall be limited to readways and

#### ARTICLE V.

Section 3. Creation of the Lien and Personal Collegation of Assessments. Each owner of any lot, by acceptance of a dood therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to coverant and agree to pay to the Association: (1) amutal assessments or charges; (2) special assessments for capital improvement; and (2) emergency assessments as provided in the By-Laws, such assessments to be fixed, established and collected from time to time as herrinafter assessments to be fixed, established and collected from time to time as herrinalize provided. The annual, special and compreney assessments, together with such interest thereon and costs of collection thereof as are benefinalize provided, shall be a charge on the land and thall be a continuing lies upon the lost against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinstife provided, shall also be the personal obligation of the persons who was the owner of such that at the time when the assessments the size, and the state of the Association, Each, rembor of the Association, basedness to complience restricted to as "assessments or currying charges" (out to 1712 to f the members proportionate share, of the sum required by the Association as estimated by its

Board of Directors, to meet its armual expenses, including, but not limited to the

Bottre of Droston, College of the Residential Community and services

A) The cost of all operating expenses of the Residential Community and services

Emished, including charges by the Association for Boilities and services faminished by it.

B) The cost of theoremstry management and administration, including fees paid to a

B) The cost of increasery management and administration, mentang tess part to a Management Agoncy, if any,

C) The amount of all taxes and assessments levied against the Association or upon any properly which it may own or which it is otherwise required to pay, if any,

D) The cost of first and astancied tablity insurance on the project and the wast of such other insurance as the Association may effect.

2) The cost of fundaking water, electricity, heat, gas, garbage and trash collection ender other willities, to the extent fundated by the Association.

F) The cost of fundament of the association including, when appropriate, a general resemble, means another a research for minocretics. ng reserve and/or a reserve for replacements.

on The entirests cost of sparse, maintenance and replacement of the Revidential munity to be made by the Association. The Board of Directors of the Association shall determine the amount of the annual

assessment against each lot at food thirty days in advance of each annual assessment period, but may do so at more fraquent intervals should effectively access to require as perioded in the By-Laws. Writion notice of the smust assessment shall be sent to every course subject thereto. The due dates shall be established by the Board of Directors. The provided in the By-Law. Written notice of the arround assumment shall be sent to every course subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon dermand and for a reasonable charge, flurnish a certificate signod by an Officer of the Association, setting forth whether the assessment on a sponfled for has been paid. A properly executed certificate of the Association as to the status of assauments on a jot is binding upon the Association as of the date of this testance. Declarate, for leadly is successors and assigns, agrees to pay to the Association, the not operating definite to succeed the status of carrying charges until such time as Declarate becomes a Class "A" member. Section 3. Special Assessments. In addition to the regular assessments authorized by the Association. Examinent the succession of the Association as an arrow of the Association and the success of the state of the Association of the section of t

carrying there are secure experient meatrees on the results assessment and security of the periods of the security of the secu

aforeacid statute created to secure the same.

Any amounts levied parament to this Declaration or any installment thereof, which is not paid which 90 days after 1 is due, may, upon resolution of the Board of Directors, boar introst at a rate not to exceed the legal rate, and may, by resolution of the Board of Directors, subject the member obligated to pay the same to the psystems of such penalty or late of the payment of such penalty or late of the payment of such penalty at the against the member personally obligated to pay the same, or foreofose the lieu against the lot or lets then belonging to said member, in other of which events, interest, accounts and remanamable attentionsy's float. No owner may walvo or otherwise escape liability for tensor-ments provided for herein by non-use of the common areas or abandournest of his lot.

his lot.

For the purpose of embroing the filer of any unpuls and delimptent exactament, each lot owner grants under the Board of Directors of the Association, bravecably the power to sell his trid at public outers to the highest and best hidder for each. The Leaharder's Association is suffering to make sixth a public sale if and only if such is also is made suberdinate to any recorded martigage or deed of trust upon the lot (the Board of Directors is suffering to skett the enforce any list my scion in occur where priority is asserted own a prior recorded mortgage or deed of frust or to enforce the lien by public sale where no priority is sought over the lien of a prior recorded mortgage or deed of frust.) Any such sale shall be made after first advantating the same of said property for 50 days by 3 weekly publications in some resempaper in the Courty of Roane, City of Kingdon, State

(615) 517-7675







of Teracesco, giving notice of the time and piece of such sale of the owners lot. Any sale of a lot to enforce a lien for delinquent and suspaid assessments shall be free from equity of redemption, homosesod and dower and all other extemptions, all of which are expressly of a lot to enforce a lien for delinquent and impaid assessments shall be from from equity of referration, and or windows and dower and all other enterptions, all of which are expressly waived by the lot owners, and any such sale and the lines enforced thereby shall the proceeded to the order of the lines of the first of the proceeded of any such sale, whether election and advalement autors assessed against the lot. The proceede of any such sale, whether under the power of sale or by forceleutro soil, shall be applied first to the payment of expressed of expresses of integators, attorneys for any six of expressed of expressed of protecting the property and the expresses of litigators, attorneys for any six occurs of the payment of real astate sand ad valorem tensor assessed against the lot and any prior recorded mortgages, and third to the payment of all amounts due the Association under the terms of the Declaration and By-Lawn, and the belance, if my, to the lot owner whose lot is sold and have the right to some the payment through notice to those in possession of the lot or by entry into possession in the same manner as the mortgages entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors, or a lot owner, pursuant to any torms, provinces and coverants or conditions of the Declaration and By-Lawner from extraining such other and additional rights, remedies or privileges as may be granted to satch party by the Declaration and By-Law at his week privileges as may be granted to satch party by the Declaration and By-Law at his week privileges as may be granted to satch party by the Declaration and By-Law at his week privileges as may be granted to satch party by the Declaration and By-Law at his week privileges as may be granted to satch party by the Declaration and By-Law at his weights, prediction as the restriction and the party that the polyte.

Compared to the transfer the second

privileges as may be a supplied to the first mortgage on any lot for which my The Association stall notify the helder of the first mortgage on any lot for which my the Association stall notify the helder of the first mortgage on any lot for which my

The Association shall notify the helder of the first mortgage on any lot for which any sensent levised pursuant to this Doclaration becomes delinquent for a period in excess of 90 days and in any other case where the owner of such lot is in default with respect to the performance of any other obligation hereunder for a period in excess of 90 days.

Bection 6. Accolaration of installments, Upon default in the payment of any one or more monthly installment of any association loved pursuant to this Doclaration, or any other installment thereof, the entire believe of said association may be accolarated at the option of the Beard of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other associations, liens, judgments or charges or whatever unburs, except the following:

All Gengral and models excessively the many contents to the property of the contents of the many contents of the property of the contents of the property of the payable of the property of the pr

except the following:

A) General and special assessments for real estate baces on the lot.

B) The liens of any deeds of trust, mortgage businements or encumbrances duly recorded on the lot prior to the assessment of the lien thereon or duly recorded on said lot after receipt of a written statement from the Beard of Directors reflexing that payment on said then were current as of the date of recordation of said Deed of Trust, mortgage

instrument or enterthrence.

Section 8. Subordination and Mortgago Protection. Notwitistanding any other provisions hereof to the contrary, the lien of any assument lovind pursuant to this Declaration upon any let in the Residential Community shall be subordinate to, and thall in no way affect the rights of the holder of any indebtedness secured by any recorded

in no way affect the rights of the holder of any indebudness secured by any recorded first mortgage (measuing a mortgage) with priority over other mortgage) upon such interest made in good faith and for value received, provided however, that such subordination shall apply only to assessments which have become due and payable prior to the safe or brancher of such lot pursuant to a decree of foredessure or any other proceeding in list of foredessure, and shall not in such instance apply to claims for a where of such assessments or charges resulting the mortgaged lot. Such safe or transfer shall not charges resulting the mortgaged lot. Such safe or transfer shall not relate to all to owners, including the mortgaged lot. Such safe or transfer shall not relate to the lot from liability for any sassement threafter becoming day, not from the lien of any such subsequent assessment which said lien, if any, claims shall have the same effect and be enforced in the same manner as provided herein. No anemdment to this Socious shall affect the rights of the holder of any such mortgage (or the indebtachness secured thereby) exact thereby) shall Joh in the execution of such anemdment.

the expection of such amendment.

the execution of such amendment.

Residently, Additional Default. Any recorded first marigage secured on a lot in the Residentlal Community shall provide that any default by the mortgager in the payment of any autoenment leviced pursuant to this Declaration, or any installment thereof, shall likeware be a default in such mortgage (or the indebachess secured thereby) but fishing to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by research of Section 9 of this Article.

Section 10. Maximum Amusal Assessment. Until Jamasry 1 of the year in which the first ist is conveyed to any Owner, the maximum article assessment shall be \$120,00 per tot.

per lot.

A) From and after January 1 of the year immediately following the correspondent for first lot to an owner, the maximum armusi amounted may be increased effective January 1 of each year without a vote of the membership in conformity with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding meath of July.

B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum armual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next necessing period of two system, provided that any such change shall have the assent of 1/3rds of the votes of each class of members who are voting in person or by proxy, at a meeting daily called for this purpose, written notice of which shall be sent to all members

not less than 10 days nor more than 30 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assetsments undertaken as an incident to a merger or complication is which the Association is sutherized to participate.

Section 1. Architectural Cordrol Committee. Except for the original construction to participate.

ARTICLE VI.

Section 1. Architectural Cordrol Committee. Except for the original construction upon the lots situated within the property by the Declarant any improvements to any lot, townbouse, or to the common areas accomplished construction with all original construction and county for the purposes of proper maintenance and repair or as otherwise in this Declaration provided, it shall be prohibited to install, error, thatch, apply, parts, hings, sorses, reall, build, after, remove or construct any lighting, thades, across, awaings, paths covers, cocordions, fences, aerials, articumas, radio or television broadcanting or receiving devise, slabs, sidewalks, curbs, getters, patics, porches, driveneys, walls or to make any change or otherwise after fischading any attention of color) in any manuser whoseover any enterior or stry of the occuron areas within the Residential Community until the complete plans and specifications showing the location, easier, shape, heigh, material, color, type of construction, und/or any other proposed form of thange (including, without limitation, any other information specified by the Board of Directors or its designated committee) shall have been submitted to and approved in writing as to harmony of statemal design, color and tocation in relation to surrounding structures and topography by the Architectural Control Committee or its designated committee or fire Architectural Control Committee or its designated committee in the approved of the Architectural Control Committee or its designated committee and the approved of the Architectural Control Committee or its designated committee or its designated committee and teacher and the statement of the architectural Control Committee or its designated committee or its designated committee or its designated committee or its designated committee.

or we Architectural Control Committee.

In the event the Architectural Control Committee or its designated committee fails to approve or disapprove such design and location within 20 days after said plans and specifications have been submitted to it, such approval shall be deemed automatically granted Any restriction becomed may be waived by the Board of Directors in lieu of the Architectural Courted Committee. Architectural Control Committee.

Section 2. Exterior Maintenance. In addition to maintenance upon the common areas, the Association may provide (by option and additional assessment per lot) enterior maintenance upon each let which is subject to additional assessment hereunder as follows: pealnt, repair, replacement and care of reads, gutters, downspouts, exterior building surfaces, trees, shrubs, grans, walks, and other exterior improvements. Such exterior maintenance shall not include glass surfaces.

manuscreases and one uncruce gases surrance.

In the event that the need it: mathematics or repair of a lot or the improvement thereom is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the tough the willful or negligent acts of the family, guests or invitous of the owner of the lot needing such maintenance and repair, the cost of such exterior unknowness shall be added to and become a part of the assessment to which such lot is subject.

#### ARTICLE VIL

Section 1. Residential Use. No lot shall be used except for private residential purpose except for such non-enderdial uses as may be permitted by the zoning laws of the County of Rosne, State of Testrossee, from time to time. Nothing in this section, or herein elsewhere, shall be construed to probabli the Declarant from the use of any lot or leaveled elsewhere, shall be construed to probably the Declarant from the use of any lot or leaveled the which Declarant owns for proceedings of display purposes as models or from leaving any unit or units which Declarant owns occupt that Declarant shall invertibelize be bound by the provisions of Section 2 of this Article.

Section 7. Leaving. No lot within the residential community shall be rested for transient or hotel purposes or in any event for any period less than 1 month. Any completed residential unit can be leaved if leave it at least on a month to provide heart. No exprise of form the purpose of the state of the purpose of the state of the purpose of the state of the purpose of the

completed residualist unit can be feased if fease is at least on a month to menth basis. No person of any led (ofter than the cratical city shall be feased for any period. Any content of any led who shall fease such to whall do so in writing and promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Directors. Any such lease, shall contain a provision to the effect that the rights of the tenual to use and compay the lot shall be subject and subordinate in all respons to the provisions of this Declaration and to such By-Lawa, rules and regulations relating to the use of the contains areas, or other "house rules" as the Board of Directors of the Association may from time to time provinging. The provisions of this absection shall not apply to any healthstical mortgages of any tot who comes into possession of the tot as a result of appropositions acts and the state of the contains and the state of the contains and the state of the contains also or other judicial sale or as a result of any proceeding in lice of fereologies.

ferrollostre.

Section 3. Prohibited Use and Nulsanots. In order to provide for a congenial competin of Savannah Harbour at Southwest Points and to provide for the protection of the values of the satire development, the use of the residences and common areas shall be in accordance with the following provisions:

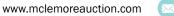
A) Sad properly is bready restricted to residential dwellings for residential use. All buildings and structures created upon said property shall be of new construction, and no buildings or structures shall be moved from other locations ento said property and no subsequent buildings or structures, other than residential houses, torehouse buildings, and condensitions, shall be consequed as a separately designed and legally described freshold estate subject to the terms, conditions and provisions hereof (including and not limited to conformalism units).

C) Netwikhtsmiding any provisions herein contained to the contrary, it shall be

intring to consommand across.

C) Notwikhstanding any provisions herein contained to the centrary, it shall be expressly permissible for Declarant or the builder of said townbouses to maintain during the period of commencion and sale of said residential houses, trombouses, and condemini-







ums upon such portion of the promises as Declarant deems necessary, such facilities, as in the sels officion of Declarant, may be reasonably required, convenient or incidental to the construction and sale of said townhouses, including, but without firnisation, a business

tion yard, signs, model units and sales office

area, communicacy yard, signa, mosel, untus and saine outco.

D) No emirada, foreactive pendiny of any kind shall be raised, brod or kept on any of mid lots empt that dogs, cale or other household peter may be kept, previded that they ground test, brod or maintained for any commercial purposes. It shall be the prerequire of the Board of Directors to determine if the keeping of any arimst it is take to create a malance. And in the event the Board so funds, the owner shall remove said animal or calculate.

enimals.

3) No advertising signs (except for one of not more than five square fast "for rest or for sale" sign per parcel), billboards, unsightly objects or nuisances that he created, placed or permitted to remain on sale property, nor shall said property be used in any way or for eary purpose which may endanger the health or unreasonably disturb the owner of any tombourses or eny resident thereof. No business antivities of any kind whatever shall be conducted in any building or in any portion of said property; provided however, the foregoing coverants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarard, its agents and assign dering the construction and sale period of Savernah Harbour at Southwest Points Landowner's Association, Inc., a non-profit association under the laws of the State of Termossee, its successors and assigns, in furtherance of in powers and purposes as bereinalter as forth.

persistance secrect.

F) All inducations, equipment, garbage care, service yards, woodplies or storage
piles shall be kept screened by adequate planting or fencing so as to conceal them from
view of neighboring formholizes, residences and structs. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to

O) Except in the individual patio areas appurtenent to a townhouses or dwelling, no plering or gordening shall be done, and no fences, hodger or walls shall be erroted or maintained upon said property except areas are installed in accordance with the initial construction of the buildings located thereon except as approved by the Architectural Control Committee or their dealignated representative. Except for the right of ingress and egreet, the owners of lots are hereby prohibited and restricted from using any of said property outside the exterior building lines, pallo and carport areas, except as may be allowed by the Architectural Control Control Control Line (as expend) schooledged and agreed by all parties concerned that this paragraph is for the matual benefit of all owners of lots and is necessary for the protection of said owners.

31) Metricrasson, spikeep and respairs of any patio shall be the sole responsibility of the infividual course of the lot appurement thereto and not in any manuscr the responsibility of the Board of Directores, Any secondarile school necessary or appropriate to the proper maintenases and tipicop of the common areas and all exteriors and reofs of the residential because, townhouses, and condominiums including, but not limited to the recreation and parking areas and wralks, shall be taken by the Architectural Control Controlition, or by its doly delegated representatives.

1) All finances and equipment installed within a townhouse, commencing at a solent O) Except in the individual patie areas appointment to a townh

recreation and parking areas and walks, shall be taken by the Architectural Control Committee, or by the aby deligated representatives.

1) All fatures and equipment installed within a townhouse, commencing at a point when the utility lives, pipes, wires or condults or systems enter the exterior walks of a townhouse, shall be maintained and kept in repair by the owner thereof. Any owner that the control of another residential house, townhouses and condominium or impair any easument or hereditament ner do any act nor allow any condition to exist which will adversely affect the other residential house, townhouses and condoministrate of their owners.

2) Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed committeed upon any portlon of the improvements to be located upon the property on upon eny revocutes thusted upon the property other than an serial for a master system, about any such master system or systems be utilized and require any such outerloss antenna.

Parties Association and at any time be taken by the Association or its Board of Directors

K) No easien shall at any time be taken by the Association or its Board of Directors
which in any manner would discriminate against any owner or owners in favor of the

other owners.

L) No recreation vehicles or commercial vehicles, including, but not limited to boot, best trailers, house trailers, camping trailers or similar type items shall be kept other than in the garage or non-complexous location of the owners residences or theoretical control committee. This use shall not be such that automobiles or other vehicles will be parked in streets or

M) Violations of any rules for the use of the common area shall be punished as M) Violations of any rules for the use of the correspondent areas shall be puricised as provided by written guidel inse of the Association or other Touses rules, which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing and the Board of Directors are hereby and discuthere in the By-Laws authorized to adopt such rules.

N) None of the above restrictions shall be applicable to the Declarant during construction, or any phase thereof, of Savarouth Harbour at Sauthwest Points.

O) No structure of temporary character, trailer, beament, less thack, garage, barn or other subsulfeing shall be used on any lot at any time as a residence, either temporarily or permanenty.

#### ARTICLE VIII.

Section 1. Extendents for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant) such licenses, essentiate under rights of way for sover lines, water lines, electrical cables, telephone cables, telephone cables, telephone cables, telephone and other communication cables internal and asternal wiring and returness, gas lines, soon during underground conduits and or such other purposes related to the provisions of public utilities and other common services to the Residential Community as may be considered nonceasing, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas or for the preservation of the health, safety, convenience and/or welfare of the owners of the iots and the Decianus.

or for the preservation of the health, satery, convenience answer weture of the owners of the fott and the Declarant.

Section 2. Constal Essement. The Declarant, so long as it shall retain record title to any lot of the common areas, and the Association reserves the right and essement to the tase of the common areas and any lot or any portion thereof, as may be needed for installation, repair, maintenance or construction on such lot or any other lot or the

Section 3. Encreachments. Each townhouse or condominium and the property included in the common area shall be subject to an easement for encreachments created by construction, reconstruction, repair, shifting, movement, settlings and overhangs, as designed or constructed by the Declarant. A valid easement for said encreachments and for the maintenance of same, so long as it stands, shall and done cells. In the event the maintenance of same, so long as it stands, shall and done cells. In the event the maintenance of same, so long as it stands, shall and done cells. In the event the maintenance of same and then rebuilt, the owners of the townhouses so effected agree that minor encreachments of parts of the adjacent or condomination townhouse units or common areas due to construction shall be permitted and that a valid easement for said motoschments and the maintenance thereof shall exist.

Section 4. Ingress and Egress. There is hereby created a blankel easement upon, across, over and under all of said property for ingress and egress, irratalistion, replacing, repairing and maintaining all phones, electricity, sewer and water, master television arizents spater, cable 7.1%, storm duins, gas or other utilities. By wither of this exement, it shall be expressly permissible for the providing utility suppliers to erect and maintain the necessary poles and other necessary equipment on said property and is a fills and maintain electrical and or telephone wires, circuits and conduits on shows, across and under the roots, exterior walls and crawil space of said residential houses, townhouses or condominitums. An easement is further granted to all police, fire protection, ambul unce Section 3. Recreachments. Each townhouse or condominium and the property

under the roofs, enterior walks and crawl space of said residential houses, townhouses or condominiums. An easement is further granted to all police, firs protection, ambulance and all similar persons to enter upon the streets and common areas in the performance of beir dation. Further, an easement is hereby granted to the Association, its officers, agent employees rid to any management company selected by the Association to enter in or to cross over the common areas and any townhouse to perform their duties of maintenance and repair of the townhouse or common areas provided for herein.

Should any utility furnishing a service covered by the general essement herein provided request a specific essement by separate recordable document, Declared shall have the right to great such exament on said property without coefficing with the terms hereof. The examends provided for in this Article in no way affect any other recorded exament on said premises.

#### ARTICLE IX

Section 1. Omers' Rules of Law to Apply to Party Walls. Each wall which is bein as a part of the original construction of the hornest upon the properties and placed on the dividing lies between the Lots shall constitute a party wall, and to the certain to inconstruct with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall constitute.

species 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party well shall be shared by the counces who make use of the well in proportion to such use.

Section 3. Doctruction by fire or other casualty. If a party well is derived or

damaged by fire or other eastealty, any owner who has used the well may retaire it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to each use without projector; however, to the right of any such owners to call for a larger contribution from the others under any rule of law

any such owners to east for a terper communion from the others index only not at the regarding liability for negligent or willful act or omissions. Section 6. Weatherproofing. Notwithstanding any other provision of this Article, an owner who, by his negligent or willful acts, causes the party wall to be expected to the attenuents shall bear the whole cost of familiating the measurary protection against such

Section 5. Right to contribution runs with land. The right of any owner to contribution from any other owner under this Article shall be apput tenant to the land and shall pass to such owner successors in title.

Section 6. Arbitualon. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such rethrators shall choose one additional arbitrator, and the decision shall be by a majority of the state of the articles.









willness my name Manue M. Crowc Aegister

#### ARTICLE X.

Each owner of a lot hereby agroes to be bound by the terms and conditions of all.

Socion 3: Enforcement, the Association of any member shall have management agreements entered into by the Association. A copy of all such agreements on the right to entropy the entered into by the Association and I management agreements entered into by the Association shall be for a term no longer than one year, resemble for exocutive one year periods upon 30 days written notice, and provide that said management agreement such so each of the provide dust of the monitors of the Association. In no event shall such management agreement that one of the monitors of the Association. In no event shall such management agreement to excelled prior to the affecting by the Association of a new management agreement agreement which are party or paster, which, once present of a new management agreement with a party or paster, which, one wreather than the contract of a such management of a new management agreement with a party or paster, which come wreather to enforce any coverant or restrict on hereits contained which is not agreement to excelled prior to the affecting by the Association shall be chargeable to the owner of the lot violating fuse of the management agreement with a party or paster, which come wreather than the party or paster, which come were agreement agreement with a party or paster, which come wreather than the party or paster agreement with a party or paster agreement agreement with a party or paster agreement agreement agreement with a party or paster agreement agreement agreement agreement agreement with a party or paster agreement agre

vater of each class of the mombers of the Association. In no event shall such management agreement be carculied prior to the affecting by the Association of (i) Point of Directors of a 18th management agreement will become operative immediately upon the cancellation of the preceding measurement will become operative immediately upon the cancellation of the preceding measurement greement. It shall be the duty of the Association or its Board of Directors to affect a new management agreement prior to the expiration of any management contract. Any and all management agreement spine to the expiration of any management contract. Any and all management agreements shall be made with a responsible party of parties favoing experience adequate for its management of a project of this type.

Section 1. Causiny Insurance or Insurable Common Area, The Association shall keep all manable improvements and firstures of the Common Area insure signing loss of carried by the first the full insurance replement out thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether read or present owned by the Association may also insure any other property whether read or present owned by the Association as the owner and beneficiary of such featurement. The management eventue in the name of, and the proceeds thereof shall be psychole to the Association. Insurance proceeds shall be used. insurance coverage with respect to the common area shall be written in the name of, and the proceeds thereof shall be people to the Association. Lucramore proceeds shall be used by the Association for the repeir or replacement of the property for which the insurance was carried. Premiums for all immunore sarried by the Association. In addition to casually included in the common associaments made by the Association. In addition to casually included in the common sare, the Association, through the Board of Directors, may be to estain and continue in effect, on behalf of all owners, adequate blanket casualty and fire insurance in ruch form as the Board of Directors deems appropriate in an amount equal to the full replacement value, with doduction for depreciation or contamined, of all the dwelling units, lacit sing the structural performs and flatures thereof, owned by such owners. Insurance premiums from any such blanket insurance coverage and any other insurance premiums paid by the Association shall be a nonmon separate of the content. Description panels from any sum number transmiss overage size any outer insurance premiums paid by the Association shall be a nummon superate of the Association to be included in the regular common assessments of the owners, as feried by the Association. The insurance coverage with respect to the dwelling units shall be written in the narrow of, and the proceeds thereof shall be payable to the Association as Theoretics for the Association as

I finishe for the homeowners.

Section 2. Replacement or Repair of Property. In the event of damage to or abstudent of key part of the common area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed the Association is may make a Reconstruction Assessment again at all led owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to say other common assessments made against such lot owner. In the over that the Association is maintaining blanked casuality and fire insurance on the dwelling units, the Association shall repair or replace the same from the insurance proceeds available.

Section 3. Annual Province of Section 4.15

proceeds available.

Section 3. Arcand Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage exclaimed in the policies is sufficient to make any necessary repairs or replacement of the property which may have been derauged or destroyed.

Section 4. To enter into a maintenance agreement(a) for sower system of landowners with regard to any pump repairs or septio tent; maintenance. Maintenance cost can be assessed to landowner which has a maintenance need or requirement.

Beetlen 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall runs to the benefit of and be coforcable by the Amendation, of the owner of any land subject to this Declaration, their respective legal representatives, being successors and assigns for a period of 20 years from the date of this Declaration is recorded unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of 10 years each traines an instrument signed by the these owners of 90% of the total has been recorded expressive to chance each covenants and restricting in whole or in next. Provided recurried agreeing to change said coverants and restrictions in whole or in part. Provided however, that no such agreement to change shall be affective unless made and recorded two years in advance of the affective date of such change and unless written codes of the two years in advance of the affactive date of such change and unless written notice of the proposed agreement is sent to overy evener at least 90 days in advance of any action taken. Unless specifically prohibited herein, Autices I through VIII of this Doctarelien may be amended by instrument signed by owners holding not less than 90% of the votes of the membership at my time. Any arcendence must be properly recorded to be effective. The Doctaruit reserves the right for a period of two years from the date hereof to unlistendly amend this Doctaration in whole or in part to conform this Doctaration to the requirements of any governmental agency, Federal, State or Local, and for the requirements of any marigage lender.

Section 2. Notices. Any notice required to be sent to any me-ther under the provisions of this Doctaration shall be decread to have been properly sent when mailed,

postpaid, to the last known address of the person who appears as member on the records of the Association at the time of such malling.

coverance and remneutons are small constitute a Lien on the lot, collectable in the access manner or assessments hereunder.

Bestfond 4. Severability. Invalidation of any one of these coverants or restrictions by independ or court order shall in no way affect the validity of any other provision which shall remain in full three and effect.

Section 5. Waiver, No restriction, conditions, obligations or provision of this claration shall be demod to have been abregated or waived by reason of any failure or fallures to enforce the same.

of fatures to enteres are seen.

Section 6. Gender. Whenever in this Declaration the context so requires, the singular number shall include the plant and the converse; and the use of any gender shall

singular number shall include the parafers.

Be destred to include all genders.

Section 7. PEAVA Approval. As long as there is a Class "B" membership, the following action will require the prior approval of the Foderal Housing Administration or the Voteras Administration of administration of or defined administration of contents areas and amendment to this Declaration of Covenants, Conditions and Restrictions.

#### ARTICLEXIL

Additional residential property and common area may be annexed to the properties with the consent of 2/3rds of each class of members.

IN WITNESS WHEREOF, Savaruah Harbour at Southwest Pointe Landowner's Association, Inc. has caused this instrument to be excepted and its name to be eigned hereto by its duty authorized County partners, as shown below, by authority of this Declarant, This the Declarant Declara

STATE OF TENNESSEE COUNTY OF ROANS

Before me, the undersigned, a Neisry Public in and for the State and County aforesald, personally appeared Sydney Sams Beard and Ronald P. Beard, with whom I am personally acquainted for proved to me on the basis of satisfactory evidence), and who, upon eath, estatowiedged themselver to be the Chief Manager and Secretary, repspectively of Savannah Harbour, LLC, the within named bargainer, a Limited Liability Company and that they as such Chief Manager and Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of Savanah Harbour, LLC by themselves as such Chief Manager and Secretary.

WITNESS my hand and seal at office, in Roane Guiding Handing.
Tehnessee, this 21st day of April, 1997)
Notery Public

My Commission expires:

(615) 517-7675

www.mclemoreauction.com

TO BE ROAD A STANDARD OF THE STANDARD OF



CORRECTION DECLARATION OF RESTRICTIONS

H4455
WHEREAS, on the 27th day of January, 1997, Savannah Harbour, LLC acquired title to a tract or parcel of land by virtue of a deed recorded in Deed Book N-20, Page 597, in the Register's Office for Roane County, Tennessee; and,

WHEREAS, on April 15, 1997, Savannah Harbour, LLC caused a plat of said property to ... be recorded in Plat Cabinet A, Slide 142, Side 2, in said Register's Office; and,

WHEREAS, on April 21, 1997, Savannah Harbour, LLC executed a Declaration of Covenants, Conditions and Restrictions Savannah Harbour at Southwest Pointe, the same being recorded in Deed Book P-20, Page 610, in said Register's Office; and,

WHEREAS, through scrivener's error, Savannah Harbour, LLC was incorrectly referred to in said Declaration as Savannah Harbour at Southwest Pointe,

NOW THEREFORE, for the purpose of correcting the error above referred to, Savannah Harbour, LLC does hereby execute this instrument, adopting the Declaration of Covenants, Conditions and Restrictions of record in Deed Book P-20, Page 610, in the Register's Office for Roane County, Tennessee, for its subdivision and does hereby declare that all of the real estate of the undersigned shown on the plat of record in Plat Cabinet A, Slide 142, Side 2, shall be held, transferred, sold, conveyed, hypothecated, encumbered, used and occupied subject to said covenants, conditions and restrictions.

IN WITNESS WHEREOF, Savannah Harbour, LLC, a limited liability company, has hereunto caused this instrument to be executed and its name signed by its duly authorized Chief Manager.

This /5 Lday of January, 1999.

ATTEST:

STATE OF TENNESSEE COUNTY OF ROANE

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Sydney Sams Beard, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Chief Manager of Savannah Harbour, LLC, the within named bargainor, a limited liability company, and that she as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by herself as Chief

WITNESS my hand and seal at office in Kingston, Tennessee, this 15th day of January,

Notary Public

expires: 10/19/2002

STATE OF TENNESSEE, ROANE COUNTY, REGISTER'S OFFICE

Total 5 10.00 Receipt No.

lack H. McPhere Attorney at Law 204 B. Loveliu Stree

139

(615) 517-7675





will@mclemoreauction.com



STATE OF TENNESSEE, )
ROANE COUNTY

The foregoing instrument and certificate were noted in Note Book E, Page 241 at 8;30 c'clock A.M. April 17, 1944 and recorded in Deed Book B, Series 6, Page 462 et seq.

WITNESSMY HAND.

TVA Restric

L.E.JONES ET UX SYDNEY LENGIR JONES,

TO

TRACT WBSR-36

GRANT OF HIGHWAY EASEMENT

U.S.REVENUE \$1.10

UNITED STATES OF AMERICA

This Indenture, made and entered into by and between E.E. Jones and wife, Sydney Lenoir Jones, hereinafter called the "First Party", and the UNITED STATES CF AMERICA, hereinafter called "Second Party".

VITNESSETH: That for and in consideration of the sum of Nine Hundred and No/100 Dollars (\$900.00) cash in hand paid, receipt whereof is hereby acknowledged, the First Party has this day bargained and sold, and by these presents does hereby grant, bargain, sell, convey, transfer and deliver unto the second Party, a permanent easement and right-Of-way, for the following purposes, namely; the Right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, together with such bridges, culverts, ramps and cuts as may be necessary, on, over and across the ground embraced within the right- of-way hereinarter described, which is located within the boundaries of a tract or parcel of land situated in the County of Roane, State of Tennessee, and briefly described as follows:

A certain tract or parcel of land situated in the FourthCivil District of Roane County, Tennessee, and being the same land which was conveyed to E.E.Jones and wife, Sydney Lenoir Jones, by deed from William B. Ladd, Clerk and Master, dated February 13, 1933, and recorded February 13, 1933, in Deed Book C-5, Page 365, in the office of the Register of Deeds of Mosne County, Tennessee.

The easement and right -of-way hereby granted covers a strip of land across the above described land, and is more particularly located and described as follows:

A strip of land for a road right of way, through the land of E.E.Jones et ux, on the left side of the Tennessee River and approximately 1-1 miles southwest of Kingston, in the Fourth Civil District of Koane County, Tennessee, as shown on a map filed in the office of the Recorder of Moane County, said strip lying on each side of the center line of the relocation of the "Tennessee River Bridge on Tennessee State Highway 58", the center line of the relocation and the boundaries of the strip being more particularly described as follows:

Beginning at a point in the prolongation of the east line of E.E.Jones et ux's land, which is the west line of US-TVA Tract No. WBR-834 '(E.E.Jones et ux), at survey station 36 \( \frac{7}{2} \) 49 on the center line of the relocation, said point being N. 8° 07' \( W., a\_p \text{proximately 28} \) feet from a corner of the land of E.E.Jones et ux, and Tract WBR-834, the strip at the said corner being bounded on the east end by the said east line of E.E.Jones et ux's land, on the north side by the south right of way line of the existing State Highway 58, whichis the north line of E.E.Jones et ux's land and the south line of Tract WBR-834, and on the south side by a line that is 100 feet south of an parallel to the center line of the relocation; thence S 89° 50' W., 149 feet to survey station 35 \( \frac{7}{7} \) 00 where the strip becomes bounded on the south side by a line that is 70 feet south of and parallel to the center line; thence S. 89° 50' W. 289.1 feet to the tangent point of a 3 degree curve to the left, at survey station 32 \( \frac{7}{7} \) 10.9 where the strip becomes bounded on the South side by a line that is 80 feet south of and parallel to the center line; thence, with the curve, in a westerly direction, 447.9 feet to a point where the center line crosses the north line of E.E.Jones et ux's land, which is





the south line of Tract WBR-834, at survey atstion 27/63, said point being N. 74°41' W. approximately 74 fest from an angle in the said property line at the south right of way line of the existing State Highway 58; thence, entering the land of E.L.Jones et ux and continuing with the curve in a westerly direction, 82 feet to survey atstion 26 / 81 where the width of the strip changes and becomes 110 feet, lying 50 feet on the north side and 50 feet on the south side of the center line; thence, continuing with the curve in a westerly lirection, 481 feet to spoth in the strip state Highway 58, at survey station 22 / 00 where the strip terminates and becomes bounded on the west and by a line that extends radially to the curve through the said point.

The shove described strip of land is a continuous right of way through the said property between the above named boundary lines and contains 2.1 acres, more or less, subject to such rights as may be vested in the public to that portion of the extating state highway lying within the strip, and subject to such rights as may be vested in third parties to those portions of telephone line rights of way lying within the

furthermore, the casement acquired includes the right to construct, use, and maintain a ferry spiroach road within, and to remove earth and other materials required for road construction from a strip of land lying scut: of and adjacent to the south line of the shove described right of way tract, the centerline of the ferry approach road location and the boundaries of the strip being more particularly described

Beginning at a point where the center line crosses the east line of K.K.

Jones et ux's land, which is the west line of US-TVA Tract No. VBR-834 ( E.S.Jones et ux), at survey station 36/46 on the center line of the ferry approach road location, said point being 5.8° O?' E., approximately 136 feet from a corner of the land of K.E.Jones et ux, and Tract WBR-834, the strip at said point of beginning being bounded on the south side by a line that is 250 feet south of an oresilel to the center line of the approach road location; thence K. 83° 32° 7., 312.8 feet to the tangent point of a 5 degree curve to theleft, at survey station 33 / 33.2; thence, with the curve, in a westerly direction, 230.0 feet to the tangent point of the curve, at survey station 31 / 03.2; thence S. 84° 58° Y., 103.2 feet to durvey station 30 / 00 where the strip becomes bounded on the Suuth side by a line that is 75 feet south of and parallel to the center line; thence S. 84° 59° W., 150 feet to survey station 28 / 50 where the strip becomes bounded on the south side by a line that is 50 feet south of and parallel to the center line; thence S 84° 59° W., 394.3 feet to the tangent point of a 9 degree and 58 minutes curve to the left, at survey station 24 / 55°; thence, with the curve, in a westerly direction 122.7 feet to survey station 23 / 33 opposite a point where the strip terminates at the intersection of the line that is 50 feet south of and parallel to the center line and the south line of the sbore described right of way tract; and to the center line and the scuth line of the above described right of way tract; and containing 5.8 acres, more or less.

Furthermore, the easement acquired includes the right to construct the

1. An inlet ditch withm an area lying south of and adjacent to the aouth line of the approach road strip between survey stations  $27 \neq 40$  and  $27 \neq 75$ , and having a width of 20 feet.

2. A farm entrance within an area lying south of and adjacent to the south line of the approach road strip between survey stations 29/00 and 29/30, and having a width of 25 feet.

TO HaVE AND TO HILL the said easement and right-of-way unto the Second Party and unto its successors and staigns for ever.

And the said First Party hereby covanants with the Second Party that it is lawfully seized and possessed of the aforedescribed tract or parcel of land; that it has a good and lawful right to sell and convey the same; that the same is free from all incumorances; and that it will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the purchase price, acove stated, the sirst Party hereby releases all claimsfor damage, from whatsoever cause, incidental to the exercise of any of the rights herein granted.

It is understood and agreed by the prizes hereto, that wherever in the coregoing instrument the singular number is used, it will be read as plursl, if and when necessary; and that wherever words of neuter gender are employed, they will likewise apply to the manualitie and feminine gender, whenever the context requires.

IN WITHLES WHERKOF, perties of the first part have hereto subscribed their names, on this the 17th day of April, 1944.

L.S.Jones

Sydney Lenoir Jones Sydney Lenoir Jones

arnin to apparate )

(n this the 17th day of April 1944 before me nersonally appeared E.E. Jones and Signey Lenoir Jones, his wife, to me known to be the persons described in and who executed the roragoing instrument, and sourcewledged that they executed the same as their free act and deed.

WITNESS MY HAND and Notarial Scal at

this 17th day of April

1944

ROBERT M. VERTHERS, NOTARY FUBLIC.

ROBERT M. Vertrees, Notary Public,

HUELLREYS GCUNTY, THEN,

Day commission expires July 15, 1944

I certify that I have qualified as a NotaryPublic in above county under Ch 193 Public Acts of 1935.







	STATE OF TENALSSEE }	_				
	RCANA CCUNTY )  The foregoing instrument and cartificate were noted in Note Book B, Page					
	241 at 12 M c'clock April 17, 1944 and recorded in Deed Book 9, Serica 6, Page 453 et seq.					
إس	lac Stables					
	RECISTER					
	WILLIAM ISHAM ET UX HELEN ISHAM, )					
	}					
1	YARRANTY DEED.					
	U.S.REVENUE 55¢					
	EVA GIBSON )					
	THIS ANDAMFULL made and entered into this the 28th day of Pebruary 1941.					
	by and cotween William Isham and his wife Helen Isham of Roane County, Tennessee, as.					
(i )	parties of the First Part & Eva Gibson of the same state and county as party of the					
<u>.</u> !	Bacond gart.					
ļ	WITNASSEM, That for and in consideration of the sum of Two Hundred and					
	Seventy five dollars cash in hand the recalt of which is hereby acknowledged, we the					
	parties of the first part hereby sell transfer and conveyonto the party of the second					
	part her beirs and assigns the following property, to wit:					
	Lying and being in the First Civil District of Rosne County, Tennessee.					
	EEGLENING on an iron atake, the North west corner of the Scarbrough line S. 52 West, 160 feet to a stake in the Isham line at a ditoh, thence with the Isham & Voiles line, N. 39 degrees 30' west, 270 feet, to a stake in said line Thence North, 52 degrees East 160 feet to a stake, thence 39 degrees, 30' Best 270 feet to the beginning corner, containing one acre more or less A 12 feet right-a-way is hereby reserved to the ighway from Scarbrough line to Woad, as is reserved in deed of Fred Isham at all to William lisham by deed dated July 3rd, 1940, registered in Deed Book Q Seriess, page 39, to which deed reference is made.					
	TO HAVE AND TO HOLD TOCKWHIR with the hereditaments and appurtenances there					
	to appertaining, hereby walving all claims to homestead and dower therein.					
U	The parties of the First Part hereby covennet that they are lawfully seized					
	and possessed of the fremiges herein conveyed have a good and lewful right to convey					
	the same, and that they will forever warrant and defend the title thereto against the					
	lawrul claims of all persons whomsoever.					
	Witness our hand this the day and date first above written.					
	William Jahan					
	STATE CF TEMNESSER ) Helen labom. RCANE CCUNTY )					
	Personally appeared thefore me the undersigned a thority William lahom and his wife Helen laham, the within bargainors with whom Lam personally acquainted, and who acknowledged that they executed the within instrument for thepurposes therein contained, and expressed, and Melen Isham wifeof the said William Isham, appeared before me privately and apart from her said husband and who acknowledged that she executed the within instrument face from the compulsion or restraint of her said husband, and of her own free will and accord.  WITHEMSSMY HAND AND SEAL ON OFFICE THIS THE & DAY OF MARCH 1941.					
	L.LEDIN, MCTARYPUBLIC, L.LEDien, Notary Public, CANE CC. TAN. My commission expires April 11th, 1943.					
	STATE C4' TENELESEE ) RCANA COUNTY )					
	The foregoing instrument and certificate were noted in Note Book E, Fage 241 at 3;40 o'clock P.M. April 17, 1944 and recorded in DeedBook B, Series 6, Page 465					
	WITNESS MY HAND					
	recister					
	ļ .					





15



UNITED STATES OF AMERICA TENNESSEE VALLEY AUTHORITY

R. E. JONES

SPECIAL WARRANTY DEED TRACT NO. XWBR-304

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as the 'Grantor'), acting herein by and through its legal agent, the Tennessee Valley Authority (hereinafter sometimes referred to as the 'Authority'), a corporation created and existing under an Act of Congress, known as the Tennessee Valley Authority Act of 1933, 'as amended, and E: E. JONES, hereinafter called the "Grantes,"

#### WITNESSETH:

WHEREAS, Section 31 of the above mentioned act of Congress authorizes and directs the Authority, as agent of the United States of America, to sell at public auction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon: and

WHEREAS, no permanent dam, hydroalactric power plant, fertilizer plant, or munitions plant is located on the land hereis after described, and the Board of Directors of the Authority has determined that said and is not necessary to carry out any of its plans and projects actually decided upon; .nd

WHEREAS, the Authority pursuant so and in accordance with the provisions of said Act of Congress advertised the said land for sale at public auction; and

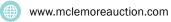
WHEREAS, pursuant to said advertisement said land was offered for sale at public auction on the 2nd day of May, 1957, at eleven- - -o'clock A.M., at the Courthouse, Kingston- - County of Roane- - -, State of Tennessee- - -, and the terms of said sale having been cried for a reasonable time said land was finally struck off and sold to the Grantee for the sum of FIVE HUNDRED & MO/100- - - Dollars (\$500.00- -), that being the highest and best bid made at said sale.

NOW, THEREFORE, in consideration of the premises and the full payment of the aforesaid bid, receipt whereof is hereby acknowledged, the Authority as legal agent for the United States of America does hereby bargain, sell, transfer and convey unto the Grantee:

#### TRACT NO! XWBR-304

A tract of land lying in the Fourth Civil District of Roane County, State of Tennessee, on the west shore of Watts Bar Lake, approximately 350 feet south of the State Highway 58 bridge across the lake, and more particularly described as follows:

Beginning at a metal marker (Coordinates: N. 532,792; E. 2,432,466) in the boundary of the United States of America's land at a corner of the lands of Clay McMurray et ux, and H. Wright; thence with the United States of America's boundary N. 140 581 E. 794 feet to a metal marker; thence N. 29° 22' E., 538 feet to a metal marker; thence N. 46° 44' E., 445 feet to a metal marker; thence N. 47° 30' E., 1072 feet to a metal marker; thence N. 38° 18' E., 1037 feet to US-TVA Monument 37A-63; thence N. 8° 07' W., 130 feet to a metal marker; thence N. 890 180 E., 82 feet to a metal marker in the 750-foot contour on the shore of the lake; thence leaving the United States of America's boundar







and with the 750-foot contour as it meanders in a general southwesterly direction to a point; thence leaving the contour, N.  $89^{\circ}$   $34^{\circ}$  W., approximately 20 feet to a metal marker; thence N.  $89^{\circ}$   $34^{\circ}$  W., 209 feet to the point of beginning, and containing 15.4 acres, more or less.

Furthermore, to afford a means of ingress and egrese to and from the land above described, the grantor hereby conveys to the grantee, with any others who may be design nated by the grantor, the right to construct, maintain, and use a road on, over, and across a strip of land 50 feet wide, lying 25 feet on each side of the center line, the center line being described as follows: Beginning at a point in the north boundary of the described land N. 89° 18' E., 25 feet from the most northweaterly corner of the des cribed land; thence in a northerly direction approximately 450 feet, passing under the State Highway 58 bridge at approximately 380 feet, to a point; thence with a line 25 feet north of and parallel to the toe of the highway embankment in a westerly direction approximately 1000 feet to a point; thence, leaving the line parallel to the highway embenkment, in a southerly direction approximately 80 feet to a point in the highway: together with the right to do the necessary work of construction and maintenance of said road and the necessary work in connection with the maintenance of any drainage ditches and other road appartenances on land lying outside of but adjacent to the limits of the right of way; provided, however, that any road constructed over the right of way described herein shall be constructed to a minimum top elevation of not less than 750 feet above maan sea level.

The positions of corners and directions of lines are referred to the Tennessee Coordinate System. The contour elevation is based on MSL Datum as established by the USC&GS Southeastern Supplementary Adjustment of 1936.

The above described property was acquired by the United States of America by virtue of the following deeds of record in the office of the Register of Roane County, Tennessee:

- (a) from E. E. Jones et ux, dated January 8, 1941, in Deed Book P, Volume 5, page 112:
- (b) from Beesie Abel Neergaard et vir, dated January 9, 1941, in Deed Book R, Volume 5, pages 171-172.

That portion of the above described property which lies below the 752-foot contour elevation is conveyed subject to any temporary and intermittent flooding that may result from the erection and operation of any dam or dams across the Tennessee River and its tributaries and all of the land is conveyed subject to the right to temporarily and intermittently flood any portion of any road serving the land described which lies below the 752-foot contour elevation.

THE GRANTOR RESERVES the right for itself, its egents, successors and assigns, to disperse, spread, or deposit above or upon the land hereinabove described, without liability for any damage to persons or property which may result therefrom, such matter of any type or description as may be issued, smitted or released into the atmosphere as a direct or indirect result of the construction, operation, or maintenance of any of Grantor's existing plants for the generation of power, any expansions thereof or





additions thereto, or of any plants of any type which may be constructed, operated, or maintained in the future for the generation of power by Grantor, its agents, successors and assigns, including expansions thereof or additions thereto, or of any incidental features, equipment or devices connected with such present or future plants.

THE GRANTOR RESERVES the right to maintain any existing boundary and traverse monuments and silt range stations upon the land above described..

THE GRANTEE, in accepting this conveyance, covenants for himself, his heirs, successors, and assigns, and agrees to and with the Grantor that the following shall constitute real covenants which shall attach to and run with the above described land and shall be binding upon anyone who may hereafter come into ownership thereof, whether by purchase, devise, descent, or succession:

- (1) In the interest of public health and sanitation and in order that the land above described and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wildlife, and other public uses of Grantor's reservoir waters and shorelands, he will not use the above described property for any purpose that would result in the draining or dumping into the reservoir of refuse, sewage, or other material which might tend to pollute the waters of said reservoir.
- (2) The Grantor, its successors, agents, or assigns shall not be liable for any loss or damage to the above described lands or any improvements located thereon due to erosion or soakage of the land as a result of wave action, fluctuation of water lavels, or other causes.

TO MAVE AND TO KOLD said land and premises unto the Grantee, his heirs, succedenrs, and assigns, in fee simple, together with all and singular, the hereditaments and appurtenences thereunto belonging or in enywise appartaining.

And the Authority does hereby covenent that the United States of America is salzed and possessed of the above described land; that the Authority as legal agent of the United States is duly authorized to convey the same; that said land is free and clear of liens and encumbrances; and that, subject only to such exceptions, conditions, restrictions and/or limitations as may be expressly mentioned above, it will warrant and defend the title thereto against the lawful demands of all persons claiming by, through, or under the United States of America, but not further or otherwise.

Wherever in this instrument the context requires, the singular number and masculine gender as herein used may be read as plural and feminine, or neuter, respectively.

IN WITNESS WHEREOF, the Tennessee Valley Authority, acting herein as legal agent of the United States of America, and being duly authorized to do so, has caused this instrument to be executed, in the name of the United States of America, by its authorized officers, and its corporate seal to be hereunto affixed this the 2nd day of May 1957.

TENNESSEE VALLEY AUTHORITY

SEAL

Attest:

S/ John D. Rather Assistant Secretary UNITED STATES OF AMERICA

BY TENNESSEE VALLEY AUTHORITY, 1ts legal agent

By S/Geo, M. Baker Chief of Land Branch

(3)





STATE OF TENNESSEE COUNTY OF HAMILTON

On the 10 day of May, 195\_, personally appeared before me Geo. M. Baker and John D. Rather to me personally known, who, being by me duly sworn, did say that they are Chief of the Land Branch and Assistant Secretary, respectively, of the TENNESSEE VALLEY AUTHORITY, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed, and delivered in behalf of said corporation, as legal agent for the UNITED STATES OF AMERICA, by authority of its Board of Directors; and the said Geo. M. Beker and John D. Rather severally acknowledge said instrument to be the free act and deed of said corpor ation and of the UNITED STATES OF AMERICA.

WITNESS my hand and official seal at Chattanooga, this the day and year aforesaid.

WILLIAM C. WATSON, JR. NOTARY PUBLIC HAMILTON CO., TENN. My commission expires: January 13, 1958 STATE OF TENNESSEE ) ROAME COUNTY

S/ William C. Watson, Jr. Notary Public

The Foregoing instrument and certificate were Noted in Note Book G. Page 342 at 9:40 o'clock A.M., June 5, 1957 and Recorded in Deed Book B, Series 8, Page 491.

Witness my hand.

State Tax \$ .75 Probate Fee .50 Total \$1.25 PAID 6-5 1957 S/ Bob Parker Clerk

UNITED STATES OF AMERICA TENNESSEE VALLEY AUTHORITY

E. E! JONES

SPECIAL WARRANTY DEED TRACT NO. XWBR-614

THIS INDENTURE, made and entered into by and between the United States of America, (hereinafter sometimes referred to as the 'Orantor'), acting herein by and through its legal agent, the Tennessee Valley Authority (hereinafter sometimes referred to as the 'Authority'), a corporation created and existing under an Act of Congress, known as the 'Tennessee Valley Authority Act of 1933,' as amended, end E. E. JONES, hereinafter called the "Grantee,"

#### WITNESSETH:

WHEREAS, Section 31 of the above mentioned Act of Congress authorizes and directs the Authority, as agent of the United States of America, to sell at public euction after due advertisement to the highest bidder any land purchased by the Authority in the name of the United States of America not necessary to carry out plans and projects actually decided upon; and

WHEREAS, no permanent dam, hydroelectric power plant, fertilizer plant, or munitions plant is located on the land hereinafter described, and the Board of Directors of the Authority has determined that said land is not necessary to carry out any of its plans and projects actually decided upon; and

# **Video**





