

Emerald Bay Policy for Homeowner Responsibilities

This document presents a Policy for the Emerald Bay Homeowners' Association (EBHOA) and delineates those things, specifically things relating to assessment of homeowner's dues, which are understood to be the responsibility of individual Homeowners and potential homeowners. The information contained herein interprets and summarizes applicable provisions within the Covenants and Bylaws of the Association. The intent and purpose of this policy is to provide a fair and consistent understanding of such interpretations of Covenant and Bylaws so that homeowners and potential homeowners can make decisions regarding their property.

Article V of the EBHOA Covenants and Restrictions provides the basis for the establishment and collection of Assessments for the Association. Article V of the EBHOA Bylaws provides the basis for and powers of the Board of Directors of the Association. These documents have been made available to the public on the EBHOA website – <http://www.ebhoa.org/>.

1 – EBHOA Assessments (homeowners dues) are based on the number of Original Lots that make up any particular property. Owners of one Original Lot will be assessed one fee. Owners of multiple lots will be assessed based on the number of Original Lots that make up that property, regardless of whether or not multiple Original Lots have been combined into one property for Hamilton County tax records. See EBHOA Covenants, articles 3.06 and 5.01 for details, summarized in Attachment 1.

2 – The Original Lots for each of the five subdivisions that make up the Emerald Bay Homeowners Association are defined within the registered Covenant documents, and are summarized for reference purposes in Attachment 2 to this policy document. HOA assessments are required for each Original Lot.

3 – It is the responsibility of all property owners and any potential buyer of property within the purview of Emerald Bay Homeowners Association to know how many Original Lots make up a particular property, and how many Original Lots provide the basis for annual and special assessments.

4 – Any variances that have been granted prior to implementation of this policy, that are out of accord with provisions of the Covenants and Restrictions or Bylaws of the Emerald Bay Homeowners Association, will not be allowed to continue beyond the current ownership of any particular property.

5 – Refer to document on this website titled "Realtor Information."

Approved and published by the Board of Directors, on April 20, 2020.

Emerald Bay Homeowners Association
12796 Emerald Bay Drive
Soddy Daisy, TN 37379

Attachment 1: Covenant provisions applying to Assessments

Attachment 2: Summary of Original Lots

Emerald Bay Homeowners Association Covenants and Restrictions

Covenants and Restrictions Article III Properties, Covenants, Uses and Restrictions

3.06 Rearrangements of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the Developer or the Board, contiguous Lots may be combined if the Lots have the same Owner, for the purpose of erecting an approved Dwelling Unit thereon; however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. Except as provided in Section 3.40, Lots may not be resubdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

Covenants and Restrictions Article V Assessments

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of these covenants and pay to the Developer or Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Developer or Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Developer or Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Lots are combined into a single Lot by an Owner, the assessments will continue to be based upon the number of original Lots purchased. In the event three or more Lots are combined into two or more Lots by an Owner, the assessments will continue to be based upon the number of original Lots, and if any original Lot is subdivided, the assessment on such original Lot shall be prorated between the Owners based upon the square footage owned by each Owner.

Summary of the Original Lots that make up the Five Subdivisions of
Emerald Bay Homeowners Association

Brooke Stone subdivision:

Covenants recorded at Book and Page GI 6966 540 dated 18 Dec 2003
Property described as Lots 1-4 and Lots 6-53, of record in Plat Book 73, Page 98
For prior title, see Deed of record in Book 6488, Page 315
The Developer of the property described is McClure Construction Company, LLC

Patten Place subdivision:

Covenants recorded at Book and Page GI 6296 527 dated 08 Jul 2002
Property described as Lots 1 thru 33, all inclusive, in plat of record in Plat Book 68, Page 32
(see Exhibit A, supplementary declaration)
For prior title see Deed of record in Book 5935, Page 600

Emerald Lake subdivision:

Covenants recorded at Book and Page GI 5378 522 dated 16 June 1999
Property described as “being a portion of the George Luttrell Property as described in Deed Book 4967, Page 903..” and by surveyor measurements, 15.42 acres (see Exhibit A on page 557)

Emerald Bay subdivision:

Amendment recorded in Book 5396 Page 624 dated 09 Jul 1999
Restrictions of record in Book 5266 Page 234
Property described as:
Tract 1 – Lots 22-78, of record in Plat Book 60, Pages 55-58
For prior title see Deed of record in Book 4967, Page 903
Tract 2 – Lots 1-21 and 79-103, of record in Plat Book 60, Page 140
For prior title see Deed of record in Book 4967, Page 903
(see Exhibit A – Plat not yet recorded – Book 5266 Page 275)
(see Exhibit B – Initial text of Bylaws – Book 5266 Page 276)
(see Amendment regarding Grievance Policy and Procedure – Book 8522 Page 327)

Emerald Pointe subdivision:

Amendment recorded in Book 6296 Page 565 dated 08 Jul 2002
Restrictions of record in Book 5266 Page 234
Declaration of Covenants and Restrictions of record in Book 5266 Page 234
Property described as Lots 22, 32-37, 41-59, 78
(see Exhibit A – Plat not yet recorded – Book 5266 Page 275)
(see Exhibit B – Initial text of Bylaws – Book 5266 Page 276)
(see Amendment regarding Grievance Policy and Procedure – Book 8522 Page 319)

Data taken from the Registered Documents on file with Hamilton County, Tennessee