

**SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR LENNOX  
POINTE**

THIS DECLARATION made this 8<sup>TH</sup> day of February 2022 by the Lennox Pointe Homeowners Association, Inc., Board of Directors (herein "LPHOA Board").

WITNESSETH:

WHEREAS, McClure Construction-Developer, as owner of certain real property located in Hamilton County, Tennessee, as more particularly described in Exhibit "A" attached hereto (herein "Property"), desires to create thereon a development known as Lennox Pointe; and

WHEREAS, Developer in creating the Lennox Pointe Homeowners Association, Inc., as stated in the Declaration of Restrictive Covenants as recorded in Book 7406, page 856, and amended in Book 8963, page 297, desires to create a perpetual Board to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and

WHEREAS, Developer, has deemed it desirable for the efficient preservation of the values and amenities in the Development, to create the entity Lennox Pointe Homeowners, Inc., to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as herein defined) and administering and enforcing the covenants and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and

WHEREAS, Developer has caused to be incorporated under the laws of the State of Tennessee, LENNOX POINTE HOMEOWNERS' ASSOCIATION, INC., a Tennessee nonprofit corporation, by the fully executed Bylaws dated June 9, 2009, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Lennox Pointe Homeowners Association, Inc., subjects the real property described in Article II, and such additions thereto as may hereafter be made, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens (sometimes referred to as the "Covenants") hereinafter set forth. These Covenants shall touch and concern and run with the Property and each Lot thereof.



Book/Page: **GI 13114 / 863**

Instrument: 2022101200079

32 Page RESTRICTIONS

Recorded by KML on 10/12/2022 at 11:51 AM

MISC RECORDING FEE 160.00

DATA PROCESSING FEE 2.00

**TOTAL FEES \$162.00**

State of Tennessee Hamilton County  
Register of Deeds **MARC GRAVITT**

## ARTICLE DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 Architectural Review Committee. Intentionally Deleted

1.02 Association. "Association" shall mean LENNOX POINTE HOMEOWNERS', INC., a Tennessee nonprofit corporation.

1.03 Board of Directors or Board. "Board of Director" or "Board" shall mean the governing body of the LPHOA established and elected pursuant to these Covenants and Restrictions.

1.04 Bylaws. "Bylaws" shall mean the Bylaws of the LPHOA when the LPHOA was formed.

1.05 Common Expense. "Common Expense" shall mean and include (a) expenses of administration, maintenance, repair, or replacement of the Common Properties; (b) expenses agreed upon as Common Expenses by the LPHOA; (c) expenses declared Common Expenses by the provisions of this Covenant; and (d) all other sums assessed by the LPHOA Board pursuant to the provisions of this Covenant.

1.06 Common Properties. "Common Properties" shall mean and refer to those tracts of land and any improvements thereon which are deeded or leased to the LPHOA and designated in said deed or lease as "Common Properties." The term "Common Properties" shall also include any personal property acquired by the LPHOA if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners, persons occupying Dwelling Units or accommodations of Owners on a guest basis, and visiting members of the general public (to the extent permitted by the LPHOA Board) subject to the fee schedules and operating rules adopted by the LPHOA; provided, however, that any lands which are leased by the LPHOA for use as Common Properties shall lose their character as Common Properties upon the expiration of such Lease. The Common Properties may include but not be limited to streets, streetlights, entrance and street signs, ponds, medians in roadways, maintenance easement areas, and landscaping easement areas.

1.07 Covenants and Restrictions. "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations, and liens set forth in this Declaration.

1.08 Declaration. "Declaration" shall mean this Declaration of Covenants and Restrictions for Lennox Pointe at Lee Pike and any Supplemental Declaration filed pursuant to the terms hereof.

1.09 Developer. "Developer" means MCCLURE CONSTRUCTION COMPANY, LLC, located at 8319 Ellie Plaza Place, Hixson, TN 37343.

1.10 Dwelling Unit. "Dwelling Unit" shall mean any building situated upon the Properties designated and intended for use and occupancy by and as a single-family residence.

1.11 First Mortgage. "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.12 First Mortgagee. "First Mortgagee" shall mean a beneficiary, creditor, or holder of a First Mortgage.

1.13 Homeowner. An owner of a residential structure, within the Property of Lennox Point Subdivision.

1.14 Lot or Lots. "Lot" or "Lots" shall mean and refer to any improved or unimproved parcel of land located within the Property which is intended for use as a site for a single-family detached Dwelling Unit as shown upon any recorded final subdivision map of any part of the Property, except for the Common Properties.

1.15 Manager. Intentionally Deleted.

1.16 Member or Members. "Member" or "Members" shall mean any or all Owner or Owners.

1.17 Mortgage. "Mortgage" shall mean a deed of trust as well as a Mortgage.

1.18 Mortgagee. "Mortgagee" shall mean a beneficiary, creditor, or holder of a deed of trust as well as a holder of a Mortgage.

1.19 Owner. "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Hamilton County Register of Deeds (ROHC), whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title any residence situated upon the Property, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the Mortgagee or holder of a deed of trust, its successors or assigns, unless and until such Mortgagee or holder of a deed of trust has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure.

1.20 Property. The "Property" shall mean and refer to the real property described in Section 2.01 hereof, and additions thereto, which is subjected to this Declaration or any supplemental Declaration under the provisions hereof.

1.21 Record or To Record. "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.22 Recorder. "Recorder" shall mean and refer to the Register of Deeds of Hamilton County, Tennessee (ROHC).

1.23 Name. The name LENNOX POINTE being used for the purposes of the restrictions contained herein. If the name should change, these restrictions shall not be affected. The restrictions cover the property described in Exhibit A.

ARTICLE II  
PROPERTIES, COMMON PROPERTIES AND  
IMPROVEMENTS THEREON

2.01 Property. The covenants and restrictions set forth in this Declaration, as amended from time to time, are hereby imposed upon the real property located in Hamilton County, Tennessee, and more particularly described on Exhibit A attached hereto and additions or amendments thereto, which shall hereafter be held, transferred, sold, conveyed, occupied, and mortgaged or otherwise encumbered subject to the Declaration. Additionally, any easements on any real property retained by or granted to the LPHOA for the purpose of erection and maintenance of streets, entrance signs or streetlights, or landscaping and maintenance thereof, shall also be considered Property and subject to these Covenants. Every person who is or shall be a record Owner shall be deemed by the taking of such record title to agree to all the terms and provisions of this Declaration.

2.02 Association. The Lennox Pointe Homeowners Association was formed by the Bylaws incorporated on June 6, 2009, under the laws of Tennessee for the purpose of carrying on one or more of the functions of a homeowners' association including, but not limited to, exercising all the powers and privileges, and performing all the duties and obligations set forth in this Declaration. Every person who is an Owner is and shall be a Member of the LPHOA as more particularly set forth in the Bylaws of the LPHOA, which are to serve as the Bylaws of the LPHOA.

2.03 Additions to Property. Intentionally Deleted.

(a) Additions. Intentionally Deleted.

(b) Other Additions. Intentionally Deleted.

(c) Separate Associations. Intentionally Deleted.

2.04 Mergers. Intentionally Deleted.

2.05 Common Properties and Improvements Thereon. The Developer will install initially the streets and one or more entrance signs to the Development. The streets and signs shall become part of the Common Properties as conveyed by the Developer to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the streets and signs. Alternatively, the Developer has transferred and conveyed the streets to Hamilton County and dedicate them as public streets. The Developer may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas have become Common Properties as conveyed to the Association and the Association is responsible for maintenance of the landscaped areas. Additionally, the Developer will install one or more ponds, streetlights and/or street signs which likewise will become Common Properties as conveyed to the Association. The Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be placed, installed, erected, or constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. The LPHOA Board may reserve the exclusive use of any other areas as storage areas or construction yards as may be reasonably required.

2.06 Addition of Condominium or Town Home Development Intentionally Deleted.

ARTICLE III  
COVENANTS, USES AND RESTRICTIONS

3.01 Application. It is expressly stipulated that the Restrictive Covenants and conditions set forth in this Article III apply solely to the Property described in Exhibit A, which Property is intended for use as single-family residential Lots only.

3.02 Residential Use.

- A. All the Lots in the Development shall be, and be known and described as, residential lots, and no structure shall be erected, altered, placed, or permitted to remain on any Lot other than as provided in these Covenants and Restrictions.
- B. "Residential", refers to a mode of occupancy, as used in contradistinction to "business" or "commercial" or "mercantile" activity and, except where otherwise expressly provided, "residential" shall apply to temporary as well as to buildings constructed thereon.
- C. No Lot may be used as a means of service to business establishments or adjacent property, including but not limited to supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by the LPHOA Board in writing.

3.03 No Multi-Family Residences. Business. Trucks. No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family Dwelling Unit at any time, nor used in whole or in part for any business service or activity, or for any commercial purpose; nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses. No commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots. Nothing contained herein shall prohibit the Association from permitting, maintaining, or operating concessions or vending machines on the Common Properties.

3.04 Minimum Square Footage. No single-family detached Dwelling Unit shall be erected or permitted to remain in the Property unless it has the number of square feet of enclosed living area measured from the exterior walls, exclusive of open porches or screened porches, carports, garages, or basements, set forth in this section. For the purposes of this section, stated square footage shall mean the minimum floor area required, and floor area shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages, and steps. In the case of any question as to whether enough square feet of enclosed living area have been provided, the decision of the LPHOA Board shall be final. The minimum number of square feet required may vary from phase to phase. The minimum number of square feet for each phase shall be set forth on the recorded plat for each phase. The minimum number of square feet required in each phase is as follows:

- A. A single-level home shall contain not less than 1,950 square feet with a main level two car garage, and
- B. A story and half level home shall contain not less than 2,450 square feet with a main level two car garage, and
- C. A two-level home shall contain not less than 2,600 square feet. 1,800 minimum first level, with a main level two-car garage.

3.05 Setbacks. No building shall be erected on any Lot nearer than the LPHOA Board may, in its discretion, establish for each Lot, which may not be consistent from Lot to Lot. For the purposes of this covenant, steps and open porches shall not be considered as a part of the building, providing, however, this shall not be construed to permit any portion of the building on the Lot to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning laws and regulations applicable.

3.06 Rearrangement of Lot Lines. Not more than one Dwelling Unit shall be erected or maintained on any one Lot. With the written approval of the LPHOA 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 re-subdivided so as to create a smaller area than originally deeded to a Lot Owner and as shown on the subdivision plat.

3.07 Temporary Structures. No part of any Lot shall be used for residential purposes until a completed Dwelling Unit, conforming fully to the provisions of these Restrictive Covenants, shall have been erected thereon. The intent of this section is to prevent the use thereon of a garage, incomplete structure, trailer, barn, tent, outbuilding, camper, or other structure as temporary living quarters before or pending the erection of a permanent building. No structure of temporary character, including trailers and similar structures, shall be erected, or permitted to remain on any Lot except during the period of construction. No house may be moved from another location to any lot in this Development.

The foregoing and any other section of this Declaration shall prevent any builder from constructing a house for use as a model home which contains office-type furniture and be used for conducting the business of either selling that house or other houses within the Development.

3.08 Rainwater Drainage. All side and rear property lines are dedicated drainage easements and may be used for drainage. Each Lot must be graded so as not to obstruct these easements. All drainage should be directed to these easements, and these easements must be graded so water flows to the street or to an adjoining drainage easement.

3.09 Utility Easement. A perpetual easement is reserved on each Lot, as shown on the recorded plat, for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.10 Frontal Appearance. All Dwelling Units shall have conventional and acceptable frontal appearance from the main street fronting said Lots which shall be subject to the approval of the LPHOA Board as provided in Section 4.01 C.

3.11 Building Requirements. All buildings or structures of any kind constructed on any Lot shall have full masonry foundations and chimneys, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. At least one half (1/2) of the front, excluding the foundation, must be brick. Any other materials must be approved in writing by the LPHOA Board. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone, brick, or stone to complement the house. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the LPHOA Board may make exceptions as to the placement of such roof stacks and plumbing vents. Any swimming pool must be approved by the LPHOA Board prior to the commencement of the construction. **Above ground level pools are not permitted.**

3.12 Fences. No fences will be allowed on any Lot without the prior written consent of the LPHOA Board. Wire, temporary, or chain link fences are prohibited. All wood fences must be painted or stained and maintained. All proposed fences must be submitted to the LPHOA Board showing materials, design, height, and location. Invisible fencing is allowed.

3.13 Driveways. Each Dwelling Unit constructed upon a Lot must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate, or pre-cast pavers. Nevertheless, no driveway shall be constructed on any Lot nearer than one (1) foot to any Lot line. All other hard surface materials must be approved by the LPHOA Board. Where a Lot borders on more than one street, the Lot shall be entered from the secondary street. It shall be obligatory upon all owners of Lots in this subdivision to construct or place any driveways, culverts, or other structures, or gradings, which are within the limits of any dedicated roadways, in strict accordance with the specifications therefore, as set forth on the recorded subdivision plat, in order that the roads or streets, which may be affected by such placement or construction, may not be disqualified for acceptance into the road system of Hamilton County, Tennessee.

3.14 Curbs. No permanent cuts may be made in the curbs for any purpose other than driveways. Curb cuts shall be made with a concrete saw at the curb and along the gutter. Irregular cuts using sledgehammers and the like are prohibited. Driveways shall be added so as to form a smooth transitional surface with the remaining curb at locations where the approved driveway locations meet the street. Damaged curbs shall be replaced by the Owner of the adjoining Lot unless the damage is caused by another who causes the damage to be corrected. Notwithstanding the foregoing, nothing herein shall permit any curb cuts where such cuts are prohibited by any applicable city, county or state regulation, ordinance, or law.

3.15 Signs. One sign offering the Lot and/or Dwelling Unit for sale and one sign reflecting the name of the builder may be placed upon a Lot. Such sign must be in form approved by the LPHOA Board. No other signs shall be erected or maintained on any Lot, except in accordance with approved standards for signs as set by the LPHOA Board.

3.16 Service Area. Each Dwelling Unit shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, the electrical service entrance, or other ancillary residential functions that by nature may present an unsightly appearance.

3.17 Garages. Each Dwelling Unit shall have at least a double-car garage constructed at the same time as the Dwelling Unit. Detached garages or Carports shall not be permitted. The inside walls of garages must be finished and painted. Garage doors may not be allowed to stand open.

3.18 Landscaping. A landscape plan shall accompany every new home application submitted to the LPHOA Board for approval. If a Dwelling Unit has a rear exterior which faces Common Property, another Lot or street, the LPHOA Board may require the placement of trees in the rear of the Lot to provide cover for the Dwelling Unit. Landscaping in accordance with the approved landscape plan must be substantially completed within one year after commencement of construction of the house. Shrubbery plantings adjacent to roadways and sidewalks shall not impede the vision of vehicle operators.

3.19 Windows. Materials to be used in windows and glass doors must be approved by the LPHOA Board. All windows on the front of a Dwelling Unit must have a muntin pattern. Screens visible from the street are permitted on windows. Metal windows are not permitted. Aluminum awnings are not permitted. Clad and vinyl windows will be permitted.

3.20 Animals. No poultry, livestock or animals shall be allowed or maintained on any Lot at any time except that the keeping of dogs, cats, or other household pets is permitted, providing that nothing herein shall permit the keeping of dogs, cats, or other animals for commercial purposes. Pet owners shall not allow pets to roam unattended. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity". In addition, no dogs or other animals which evidence a propensity to bite or otherwise harm humans or other domestic pets which constitute a nuisance to the other residents in the development shall be allowed or maintained on any lot.

3.21 Zoning. Whether expressly stated so or not in any deed conveying any one or more Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.22 Unightly Conditions. All the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails, of his own volition, to maintain his Lot in a neat and orderly condition, the LPHOA Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the Owner two hundred and fifty percent (250%) of the cost of such work. All Owners in the Development are requested to keep cars, trucks, and delivery trucks off the curbs of the streets. Existing homes must be maintained in good repair, including being painted when necessary.

3.23 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment, or nuisance to the Development.

3.24 No Detached Buildings. There shall be no detached garages, carports, or outbuildings permitted in the Development.

3.25 Sewage Disposal. Before any Dwelling Unit on a Lot shall be occupied, a connection with the municipal sewer system meeting applicable municipal codes shall be made. There shall not be erected, permitted, maintained, or operated on any Lot any privy, cesspool, vault, or septic system without written approval from the LPHOA Board.

3.26 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the LPHOA Board, or their respective agents, may enter upon any Lot on which a Dwelling Unit has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the LPHOA Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing, or pruning shall not be deemed a trespass. The LPHOA Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the LPHOA Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. Expenses incurred for any of the foregoing shall be chargeable to and recoverable from the Owner of the Lot upon which such work is done.

3.27 Tree Removal. Intentionally Deleted.

3.28 Tanks and Garbage Receptacles, Tree Houses and Swings. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a Dwelling Unit, within a screened area or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be visible from adjoining Lots, houses, or from any street. No tree houses may be built or maintained on the Lot, and no swing sets, other than wooden swing sets, will be permitted to be installed on a Lot, the location of which must be approved by the LPHOA Board.

3.29 Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the LPHOA Board.

3.30 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Dwelling Unit or other structure on the Property or any Lot within the Development without the prior written consent of the LPHOA Board; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other of such properties.

3.31 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the LPHOA Board is obtained.

3.32 Sound Devices. No exterior speaker, horn, whistle, bell, or other sound device, which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

3.33 Laundry. No Owner, guest, or tenant shall hand laundry from any area within or outside a Dwelling Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings. This provision may, however, be temporarily waived by the LPHOA Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.34 Mailboxes. The LPHOA Board will select a mailbox for use by all Homeowners, and each Lot must install such mailbox for use by the Homeowner.

3.35 Duty to Rebuild or Clear and Landscape. Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner (with respect to improved Property) shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon the LPHOA Board establishing that the overall purpose of these Restrictive Covenants would be best affected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the LPHOA Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.36 Vehicle Parking. Cars owned by Lot Owners shall not be parked on the street but shall be parked only in the Owner's garage or driveway. No inoperable vehicle, tractor, or other machinery shall be stored outside on the premises at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the premises. Recreational vehicles, vacation trailers, campers and boats must be stored and hidden from view. Such vehicles may not be stored anywhere else on the Lot without written permission from the LPHOA Board and the decision of approval will be based upon the location of the lot and its visibility to the road.

3.37 Maintenance. Each Lot Owner shall, always, maintain all structures located on such Lot, including driveways, and permitted fences, in good repair which shall include exterior painting as needed, and each Lot Owner shall keep all vegetation and landscaping in good and presentable condition.

3.38 Approved Builders. Only builders that have been approved by the LPHOA Board shall be permitted to construct Dwelling Units in the Development. The LPHOA Board may from time to time, at the request of a Lot Owner or in its discretion add builders to the approved list of builders and the LPHOA Board may remove approved builders from the list. An owner shall be permitted to contract with a particular builder for construction of a Dwelling Unit only if that builder is on the approved builders list or is subsequently approved by the LPHOA Board.

3.39 Occupancy Before Completion. Except with the written consent of the Association based on adequate assurance of prompt completion of a Dwelling Unit, an owner shall not occupy a Dwelling Unit until the Dwelling Unit and seasonal landscaping conforming fully to the provisions of this instrument shall have been erected and fully completed thereon. Once the footings of any Dwelling Unit or other structure are poured, construction must progress continuously (with allowance for weather conditions, labor conditions and availability of materials) until the building is fully completed. The exterior (including landscaping) must be completed within twelve (12) months after commencement of construction. The Owner of any Lot violating either of these provisions shall be liable to the Association for liquidated damages at the rate of Fifty and No/100 Dollars (\$50.00) per day the violations occur, and to payment of such court costs and attorney's fees as may be incurred in the enforcement of these provisions. In the event construction does not progress continuously, the liquidated damages shall commence ten (10) days after notice from the LPHOA Board if construction is not resumed within said ten (10) days.

3.40 Developer Reserves Right. Intentionally Deleted

3.41 Lawn Care. All unimproved Lots and all improved Lots must be kept fully seeded with grass (except where other provisions hereof require sodding) and regularly fertilized, cut, and weeded.

3.42 Roofs. Roof pitches must be a minimum of 12/12, unless otherwise approved by the LPHOA Board.

3.43 Fireplaces. Section intentionally deleted.

3.44 Chimneys. Chimneys must be constructed of brick, stone or stone on the front and sides of the home. On the back of the home, chimneys may have siding. Chimneys, on the exterior, must have a foundation.

3.45 Adjoining Lot Damage. Any damage done to any adjacent or adjoining Lot or by a contractor employed to build improvements on any Lot will be repaired immediately at the expense of the Owner or contractor. Temporary construction support must be provided for the curbs and sidewalks by the Owner or contractor during the time of construction. All construction debris shall be removed weekly, and the street must be kept clean during construction.

3.46 Material Quality. Only good quality materials and design will be accepted on any structure built on any Lot. No concrete blocks shall be used above the finished ground elevation of any structure unless said blocks are covered with brick, veneer, or stone. Other materials must be accepted in writing by the LPHOA Board.

3.47 Air Conditioning and Heating Units. Air conditioning and heating units shall be architecturally screened or landscaped so as not to be visible from any street. Any nonenforcement of this section shall not constitute a waiver of LPHOA Board rights.

3.48 Sidewalks. It is the obligation of each Lot Owner to install a sidewalk along the sides of the Lot which front a road in accordance with the LPHOA Board specifications by the time the Dwelling Unit is completed. Sidewalks are to be 42" in width.

3.49 Sodding. Prior to occupancy of a Dwelling Unit, the front yard of the Lot must be sodded. For corner lots, the LPHOA Board will dictate approve which areas are to be sodded on a lot-by-lot basis. The LPHOA Board may approve prior occupancy if weather conditions prohibit sodding. Sod to go down the side of the house to rear of home. Sod is to go to property line on side of house unless the LPHOA Board gives written permission to deviate.

3.50 Exterior Siding. The LPHOA Board must approve all exterior siding in writing. All wood, Masonite, or vinyl siding must have exposed laps six (6) inches. Dwelling Units using Masonite siding on all exterior sides must be true lap siding and not artificial laps. Aluminum siding is prohibited.

3.51 No Waterway Use. No boat of any kind shall be permitted upon, nor shall any swimming be permitted in any pond on the Common Properties. No garbage, trash, or other refuse shall be dumped into any pond on the Common Properties. Owners will be assessed a \$500.00 fine for each violation of this provision in addition to assessments for the cost of removal.

3.52 Decks. Intentionally Deleted.

3.53 Renting or Leasing. No Dwelling Unit may be rented or leased.

3.54 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of these Restrictive Covenants, the Association, its successors or assigns, including all parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these Restrictive Covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorney's fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear, or front, which may be minor in character, a waiver thereof may be made by the LPHOA Board. Further, the LPHOA Board may grant variances of the restrictions set forth in these Restrictive Covenants if such variances do not, in the sole discretion of the LPHOA Board, adversely affect the purposes sought to be obtained hereby.

3.55 By reason of the rights of enforcement of the provisions of this section being given unto Owners of Lots (subject to rights of variances reserved by the LPHOA Board), it shall not be incumbent upon the LPHOA Board to enforce the provisions of these Restrictive Covenants or to prosecute any violation thereof. The LPHOA Board shall not be responsible or liable for any violation of these Restrictive Covenants by any person other than itself. Refer to ARTICLE VII, OWNER COMPLAINTS.

ARTICLE IV  
ARCHITECTURAL CONTROL

4.01 Architectural and Design Review.

- A. To preserve, to the extent possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the development, and to promote and protect the value of the Property, the LPHOA Board may create a body of rules and regulations covering details of Dwelling Units.
- B. The LPHOA Board shall have sole architectural and design reviewing authority for the Development. The Developer has, in his discretion, transferred architectural and design review authority to the LPHOA Board with the transfer of governing authority to the LPHOA Board in accordance with the Bylaws executed June 6, 2009. The LPHOA Board in and of itself has established Architectural and Design Review oversight.
- C. No Dwelling Unit, other building, structure, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, remodeled or altered and not trees or shrubs shall be cut or removed and no grading shall be commenced until the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), plot plan (showing the proposed location of such Dwelling Unit, building or structure, drives and parking areas), drainage plan, landscape plan or construction schedule, as the case may be, shall have been submitted to the LPHOA Board for approval at least thirty (30) days prior to the proposed date of construction. In addition, any repainting of a substantial portion of the exterior of any structure in a manner not previously approved by the LPHOA Board shall be subject to prior approval by the LPHOA Board as provided in the preceding sentence. The LPHOA Board shall give written approval or disapproval of the plans within 30 days of submission. However, if written approval or disapproval is not given within 30 days of submission, the plans shall be deemed to have been approved. The LPHOA Board may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by the LPHOA Board. In the event of the completion of any Dwelling Unit on any Lot, without any proceedings having been instituted in the courts of Hamilton County, Tennessee to enjoin the construction thereof, the said Dwelling Unit shall be conclusively presumed to have had such approval.

- D. The LPHOA Board shall charge a fee for each application submitted for review. The amount of the fee shall be set in the sole discretion of the LPHOA Board.
- E. Architectural and landscape design review shall be directed toward preventing excessive or unsightly grading, indiscriminate clearing of property, removal of trees and vegetation of the surrounding property and improvements thereon and ensuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

4.02 Approval Standards. Approval of any proposed building plan, location, specifications, or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the applicable Restrictive Covenants and Conditions of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the LPHOA Board is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint. Each owner shall be individually responsible for the technical aspect of the plans and specifications.

4.03 Licensing. All contractors, landscape architects and others performing work on any Lot must be licensed as may be required by the State of Tennessee or any other governmental authority having jurisdiction in order to construct a residence on a Lot or perform services for an Owner.

## ARTICLE V ASSESSMENTS

5.01 Creation of the Lien/Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Lot, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agree to all the terms and provisions of these covenants and pay to the 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 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 therefore 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 LPHOA Board and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. If an Owner combines two or more Lots into a single Lot, the assessments will continue to be based upon the number of original Lots purchased. In the event an Owner combines three or more Lots into two or more Lots, 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 Owner based upon the square footage owned by each Owner.

5.02 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance of the Common Properties.

5.03 Amount of Annual Assessment. The amount of the annual assessments shall be Two-hundred fifty and 00/100 per year (\$250) and can be increased by the LPHOA Board at such amount as the LPHOA Board, in its sole discretion, deems appropriate to promote the recreation, health, safety and welfare of its Members. Thereafter, the amount of the annual assessments shall be set by the LPHOA Board unless seventy-five percent (75%) of the Members who are in attendance or represented by proxy at the annual or any special meetings of the Association vote to increase or decrease the said annual assessment set by the LPHOA Board.

5.04 Special Assessments for Improvements and Additions. In addition to the annual assessments, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties. However, any such assessment shall have the assent of sixty-six and two-thirds percent (66 2/3%) of the vote of the Members who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Members at least thirty (30) days in advance setting forth the purpose of the meeting.

5.05 Property Subject to Assessment. Only land within the Property, which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of these assessments.

5.06 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way. The following property, individuals, partnerships, or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- A. The grantee of a utility easement.
- B. All properties dedicated and accepted by a local public authority and devoted To Public Use.
- C. All Common Properties as defined in Article I hereof.
- D. All properties exempted from taxation by the laws of the State of Tennessee upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereafter, based upon age, sex, income levels or similar classification of the Owners.

5.07 Date of Commencement of Annual Assessments

- A. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the LPHOA Board to be the date of commencement. The LPHOA Board shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

- B. The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year.
- C. The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

5.08 Lien. Recognizing that the necessity for providing proper operation and management of the Properties entails the continuing payment of costs and expenses therefore, the Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all assessments against said Lot, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

5.09 Sale or Mortgage of Lot. Whenever any Lot may be sold or mortgaged by the Owner thereof, which sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the LPHOA, upon written request of the Owner of such Lot, shall furnish to the proposed lessee, purchaser or Mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Lot, and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Lot and the Association under this Declaration. Such statement shall be executed by any officer of the LPHOA, and any purchaser or Mortgagee may rely upon such statement in concluding the proposed purchase or Mortgage transaction, and the Association shall be bound by such statement.

If a Lot is to be sold or mortgaged at the time when payment of any assessment against said Lot shall be in default, then the proceeds of such purchase or mortgage shall be applied by the purchaser or Mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before payment of any proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefore.

ARTICLE VI  
REGISTER OF OWNERS AND  
SUBORDINATION OF LIENS TO MORTGAGES

6.01 Register of Owners and Mortgages. The Association shall always maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall at all times notify the Association of any Mortgage and the name of the Mortgagee on any Lot, and the recording information which shall be pertinent to identify the Mortgage and Mortgagee. The Mortgagee may, if it so desires, notify the LPHOA Board of the existence of any Mortgage held by it, and upon receipt of such notice, the LPHOA Board shall register in his/its records all pertinent information pertaining to the same. The LPHOA Board may rely on such register for the purpose of determining the Owners of Lots and holders of Mortgages.

6.02 Subordination of Lien to First Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, and only if, all assessments, whether annual or special, with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, and the costs of proceedings and attorney's fees as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, and the costs of proceedings and attorney's fees as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments or costs of proceedings and attorney's fees from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

6.03 Examination of Books. Each Owner and each Mortgagee of a Lot shall be permitted to examine the books and records of the LPHOA during regular business hours upon written request to the Treasurer.

## ARTICLE VII OWNER COMPLAINTS

7.01 Scope. The procedures set forth in this article for Owner Complaints shall apply to all Complaints regarding the use or enjoyment of the Property or any portion thereof, or regarding any matter within the control or jurisdiction of the LPHOA Board, including without limitation, decisions of the LPHOA Board.

7.02 Grievance Procedure. All owner grievances against other residents are first encouraged to be handled in a neighborly and friendly manner. If the situation is not remedied by this action, then residents can file a formal complaint with the LPHOA Board for address. The LPHOA Board is comprised of the previously mentioned President, Vice President, Treasurer, and Secretary.

7.03 Form of Complaint. All complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. (Reference Section 10.04, Notices, for sending notices.)

7.04 Consideration by the LPHOA Board. Within fourteen (14) days of receipt of complaints, the LPHOA Board shall consider the merits of the grievance and notify the complainant of their decision to go forward or not. If the decision is not to agree with the grievance, LPHOA Board must inform the complainant of the reasoning for their decision.

7.05 Hearing Before the Grievance Committee. Intentionally Deleted.

7.06 Questions of Law. Intentionally Deleted.

7.07 Questions of Fact; Arbitration. Intentionally Deleted.

7.08 Exclusive Remedy. The remedy for Owner complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the LPHOA Board or its members separately in name.

7.09 Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of the complainant. All expenses incurred by the LPHOA Board will be considered common expenses and shall be deemed a Common Expense of the LPHOA Board.

ARTICLE VIII  
REMEDIES ON DEFAULT

8.01 Scope. Each Owner shall comply with the provisions of the LPHOA Declaration and Bylaws as they are voted on and approved. Each Owner is responsible for the actions of his or her family members, guests, invitees, or agents. Failure to comply with any of the Covenants or Bylaws shall constitute a default and shall entitle the LPHOA Board the ability to dispense fines/penalties. The LPHOA Board is entitled to seek relief which may include, without limitation, an action to recover any unpaid assessments, annual or special, together with interest as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by LPHOA Board is appropriate and not in conflict with the provisions of the Bylaws by and aggrieved Owner.

8.02 Notification of Grievance and Timing. Should a grievance be agreed to by the LPHOA Board, it will notify the Owner in writing with the specific nature of the complaint and the specific Declaration or bylaw being cited and referenced in the "Initial" notification letter. The Owner will be given a "reasonable" time to correct/address the grievance associated with the degree of difficulty, (Ex. The grievance is someone has let their lawn get very high. This may only require a one-week allowance to remedy. However, if the grievance is more difficult, ex a new driveway must be constructed the Owner may be allowed 1-3 months to address.

8.03 Owner Fails to Remedy Notification and Escalation. Once the allotted time to remedy the grievance is passed without Owner compliance, the LPHOA Board will issue a "Second" Notification Letter citing the same infraction however the Second Notification will advise a "fine" if not corrected by the same time period. All fines collected will be put into the LPHOA Account and reported on at the annual meetings in February. If again after the Second Notification letter is ignored and the grievance has not been remedied a "Third" Notification letter will be issued by the LPHOA Board with notification that a "lien" will be issued against the Owners property until the grievance is resolved.

Fines will be imposed as follows:

|                        |                               |
|------------------------|-------------------------------|
| Initial Notification - | \$0                           |
| Second Notification    | \$100/month until resolved    |
| Third Notification     | Lien issued against property. |

8.04 Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner or the LPHOA, if successful, shall, in addition to the relief provided for in Section 8.03 be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court. However, in no event shall the Owner be entitled to such attorneys' fees. The LPHOA Board is hereby granted a lien upon each Lot and the improvements thereon for payment of such costs and fees. The lien shall become effective upon the initiation of any such proceedings and may be foreclosed as other liens are foreclosed in Tennessee.

8.05 Election of Remedies. All rights, remedies and privileges granted to the Association or an Owner or Owners pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE IX  
EMINENT DOMAIN

9.01 LPHOA Board's Authority. If all or any part of the Common Properties (excluding personal) is taken or threatened to be taken by Eminent Domain, the LPHOA Board is authorized and directed to proceed as follows:

- A. To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the LPHOA Board in its discretion deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (1) determining whether or not to resist such proceedings or convey in lieu thereof, (2) defending or instituting any necessary proceedings and appeals, (3) making any settlements with respect to such taking or attempted taking and (4) deciding if, how and when to restore the Common Properties.
- B. To negotiate with respect to any such taking, to grant permits, licenses, and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.
- C. To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in Boards of Directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing, and selling real estate.

9.02 Notice to Owners and Mortgagees. Each Owner and First Mortgagee on the records of the Association shall be given reasonable written advance notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the LPHOA Board, and the institution of legal proceedings, and they shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

9.03 Reimbursement of Expenses. The LPHOA Board shall be reimbursed for all attorneys', engineers', architects', and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, received, such expenses shall be deemed a Common Expense.

ARTICLE X  
GENERAL PROVISIONS

10.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall ensure to the benefit of and be enforceable by the LPHOA Board, the LPHOA or Owner, their respective legal representatives, heirs, successors, and assigns, in perpetuity, unless amended or terminated as provided herein.

10.02 Amendments. This Declaration may be amended, modified, or revoked in any respect from time to time by the LPHOA Board prior to the date that the governing authority for the Development is transferred from the Developer to the LPHOA Board in accordance with the Bylaws. Thereafter, this Declaration may be amended in accordance with the following procedure.

- A. An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at any annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment that would adversely affect Mortgagees rights shall also be sent to each Mortgagee listed upon the register of the Association.
- B. At any such meeting of the members of the LPHOA, the amendment must be approved by an affirmative seventy-five percent (75%) vote of those Owners who are in attendance or represented at the meeting. At any such meeting, the LPHOA members shall have the number of votes as provided in the Bylaws. Any amendment which adversely affects the rights of the Homeowner must be approved by an affirmative seventy-five percent (75%) vote of the Homeowners of which the LPHOA has been properly notified.

- C. An amendment adopted under Paragraph B of this Section shall become effective upon its recording with the Recorder (ROHC), and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, or title insurance company that the amendment was adopted in accordance with the provisions of this Section.
- D. The certificate referred to in Paragraph C of this Section shall be in substantially the following form:

CERTIFICATE

I, Danny L. Shornton hereby certify that I am the Secretary of LENNOX POINTE Homeowners' Association, Inc., and that the within amendment to the Declaration of LENNOX POINTE was duly adopted by the Owners of LPHOA and the Mortgagees, if applicable, in accordance with the provisions of Section 10.02 of said Declaration.

Witness my hand this 11<sup>th</sup> day of August, 20 22

Danny L. Shornton  
Secretary

LENNOX POINTE Homeowners' Association, Inc.

10.03 Dedication of Streets. After the Common Property has been transferred and conveyed to the LPHOA any portion of the Common Properties, including but not limited to the streets, may be transferred, and conveyed to Hamilton County and dedicated for public purposes upon approval of such action by the Members of the LPHOA in the same manner as this Declaration may be amended by the Members.

10.04 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the LPHOA Board at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the LPHOA Board or Secretary, in writing, of any change of address. Any notice required to be sent to the LPHOA Board, or any officer thereof, under the provisions of this Declaration shall likewise be deemed to have been properly sent and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

---

Lennox Pointe Homeowner Association

---

---

12498 Nee Cee Drive

---

---

Soddy Daisy, TN 37379

---

---

EMAIL: lennoxpointehoa@gmail.com

---

The address for the LPHOA Board or any officer thereof, may be changed by the Secretary or President of the LPHOA by executing, acknowledging, and recording and amendment to this Declaration stating the new address or addresses. Likewise, the LPHOA Board may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

10.05 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

10.06 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit, or describe the scope of this Declaration nor any provision hereof.

10.07 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

10.08 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

10.09 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction, or administration shall be determined in accordance with the laws of that State.

10.10 Effective Date. This Declaration shall become effective upon its recording in the office of the Register of Hamilton County, Tennessee.

IN WITNESS WHEREOF, the LPHOA Board has executed, or caused to have executed by its duly authorized officers this Declaration on the date first written above.

IN WITNESS WHEREOF, the LPHOA Board has authorized its duly authorized Officer to execute this 2<sup>nd</sup> Amendment to the Declaration of Covenants and Restrictions for Lennox Pointe.

Lennox Pointe Homeowners Association, Inc.

By: Anthony L. Johnson  
President of LPHOA 8/22/2022

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me the undersigned Notary personally appeared ANTHONY J. JOHNSON with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon oath acknowledged ~~they are~~ he is a duly elected LPHOA Board Member of the named not-for-profit corporation and that such LPHOA Board Member executed the foregoing instrument for the purpose therein contained by person signing the name of the Lennox Pointe Homeowners Association, Inc., President. AOD

Witness my hand and seal this 22<sup>ND</sup> day of AUGUST, ~~2021~~ 2022 AOD

Annette O. Dolberry  
NOTARY PUBLIC

My Commission Expires:

My Commission Exp: March 22, 2025



## EXHIBIT A

### TRACT ONE (1): IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Beginning at a point, said point being the northeast corner of that property conveyed to Larry E. Walker and wife, Katie M. Walker of record in Book 3804, Page 255 in the Registers Office of Hamilton County, Tennessee, said point also being in the southern boundary line of Lee Pike; thence, with and along the southern boundary line of Lee Pike, South 89 degrees 30 minutes 00 seconds East a distance of 129.55 feet to a point, said point being the northwest corner of Graham Cemetery; thence, with and along the western boundary line of Graham Cemetery, South 00 degrees 30 minutes 00 seconds East a distance of 54.03 feet to a point, said point being the southwest corner of Graham Cemetery; thence, with and along the southern boundary line of Graham Cemetery, South 82 degrees 09 minutes 00 seconds East a distance of 158.66 feet to a point, said point being the southeast corner of Graham Cemetery; thence, with and along the eastern boundary line of Graham Cemetery, North 00 degrees 30 minutes 00 seconds East a distance of 74.32 feet to a point, said point being the northeast corner of Graham Cemetery and being the southern boundary line of Lee Pike; thence in an east/southeasterly direction, with and along the southern boundary line of Lee Pike, a distance of 911.18 feet to a point, said point being the northwest corner of the property conveyed to Settles of record in Book 1138, Page 346, in the Register's Office of Hamilton County, Tennessee; thence, in a southwesterly direction, with and along the western boundary line of the property conveyed to Settles, South 11 degrees 02 minutes 24 seconds West a distance of 321.00 feet to a point, said point being the southwest corner of said Settles property, and said point also being in the western boundary line of the property conveyed to Jackie Brown, et al. of record in Book 4466, Page 727, in the Register's Office of Hamilton County, Tennessee; thence, with and along the western boundary line of said Brown property, South 11 degrees 02 minutes 24 seconds West a distance of 1529.60 feet to a point, said point being in the northern boundary line of the property conveyed to Thomas R. Vandergriff and wife, Betty M. Vandergriff of record in Book 2155, Page 298, in the Register's Office of Hamilton County, Tennessee; thence, in a northwesterly direction, with and along the northern boundary line of the said Vandergriff property North 56 degrees 47 minutes 12 seconds West, a distance of 587.48 feet, to a point, said point being the northeast corner of Lot 3, Graham Family Trace, as shown in Plat Book 60, Page 137, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Lot 3, Graham Family Trace, North 52 degrees 21 minutes 13 seconds West, a distance of 199.72 feet to a point, said point being the northwest corner of Lot 3, Graham Family Trace, as shown in Plat Book 60, Page 137, in the Register's Office of Hamilton County, Tennessee, with said point also being the northeast corner of the property conveyed to Roger D. Hawkins and wife, Dd Marlene Hawkins of record in Book 4492, Page 252, in the Register's Office of Hamilton County, Tennessee; thence, with and along the northern boundary line of said Hawkins property, North 53 degrees 47 minutes 59 seconds West a distance of 464.03 feet to a point, said point being the southernmost corner of the property conveyed to Union Fork Baptist Church of record in Book 5194, Page 601, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of said Union Fork property, North 48 degrees 24 minutes 22 seconds East a distance of 843.88 feet to a point, said point being the southeast corner of the property conveyed to Larry E. Walker and Wife, Judy M. Walker of record in Book 3804, Page 255, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of said Walker property, North 00 degrees 26 minutes 00 seconds West a distance 626.06 feet, more or less, to the point of beginning.

For prior title see Warranty Deed recorded in Book 6929, Page 102, in the Register's Office of Hamilton County, Tennessee.

### TRACT TWO (2): IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

Beginning at a point, said point being the southwest corner of the property conveyed to Settles of record in Book 1138, Page 346, in the Register's Office of Hamilton County, Tennessee; thence, with and along the southern boundary line of the said Settles property, South 78 degrees 57 minutes 40 seconds East a distance of 251.62 feet to a point thence South 11 degrees 14 minutes 00 seconds West a distance of 1,629.92 feet to

a point; thence North 56 degrees 47 minutes 12 seconds West a distance of 265.77 feet to a point, said point being in the eastern boundary line of the property conveyed to Michael B. Smith and wife Donna F. Smith, of record in Book 2916, Page 100, in the Register's Office of Hamilton County, Tennessee. and said point being in the northern boundary line of the property conveyed to Thomas R. Vandergriff and wife. Betty M. Vandergriff of record in Book 2155, Page 298, in the Register's Office of Hamilton County, Tennessee; thence, with and along the eastern boundary line of the said Smith property. North 11 degrees 02 minutes 24 seconds East a distance of 1,529.60 feet to the point of beginning.

For prior title see Warranty Deed recorded in Book 6929, Page 91, in the Register's Office of Hamilton County, Tennessee.

**TRACT THREE (3): IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:**

Being a portion of the Union Fork Baptist Church property as recorded in Deed Book 5194, Page 598, in the Register's Office of Hamilton County, Tennessee, and being more particularly described as follows: To find the true point of beginning, begin at the northeastern corner of Lot One (1), Jerry Smith Subdivision, as shown by plat of record in Plat Book 36, Page 324, in the Register's Office of Hamilton County, Tennessee; thence along the eastern line of said Lot One (1). South 00 degrees 26 minutes 00 seconds East a distance of 626.06 (6240 feet per plat) to the TRUE POINT OF BEGINNING; thence along the original property line of the Union Fork Baptist Church property as recorded in Deed Book 5194, Page 598, in the Register's Office of Hamilton County, Tennessee, South 48 degrees 24 minutes 22 seconds West a distance of 843.88 feet to the southeastern corner of the Union Fork Baptist Church property; thence North 12 degrees 41 minutes 32 seconds East a distance of 561.06 feet to the southwestern corner of Lot One (1), Graham's Subdivision, as shown by plat of record in Plat Book 39, Page 64, in the Register's Office of Hamilton County, Tennessee; thence along the southern line of said Lot One (1) and the southern line of Lot One (1), Jerry Smith Subdivision, North 88 degrees 33 minutes 00 seconds East a total distance of 508.0 feet to the point of beginning.

For prior title see Warranty Deed recorded in Book 7048, Page 651, in the Register's Office of Hamilton County, Tennessee.