

IN THE CIRCUIT COURT FOR CLAIBORNE COUNTY, TENNESSEE

LONE MOUNTAIN SHORES OWNERS
ASSOCIATIONS, INC.,

Plaintiff,

vs.

Docket No. CV-2354

HENRY BENNAFIELD, JANICE
BENNAFIELD, BELLA GOLDEN,
JAMES HAWS, DENISE HAWS,
VIC WARTHMAN, ELIZABETH
WARTHMAN, TROY VANDERHOOF,
PAM VANDERHOOF, ED LUND,
LAKE FRONT RENDEZVOUS, LLC,
M&G EAGLESNEST, LLC, B&M
STORAGE, LLC, MICHAEL SISLOW,
BRANDY SISLOW, JASON JORDAN,
836 JACKSBLUFF, LLC, FRED MAESS,
KRISTY WAMBOLD,
JAMES SCRUGGS, DAVID
NORCROSS, MICHELLE NORCROSS,
PETE SZUCH, CAROLINE SZUCH, and
JAMON SELLMAN,

Defendants.

**PLAINTIFF LONE MOUNTAIN SHORES OWNERS ASSOCIATION, INC.'S
RESPONSES TO DEFENDANTS' FIRST SET OF INTERROGATORIES AND
REQUESTS FOR PRODUCTION OF DOCUMENTS**

Comes now the Plaintiff, Lone Mountain Shores Owners Association, Inc. ("LMSOA"), by and through counsel, and for its responses to the First Set of Interrogatories and Requests for Production of Documents propounded by Defendants states as follows:

GENERAL OBJECTIONS AND RESERVATION OF RIGHTS

1. LMSOA hereby reserves all objections to the relevance, form, and admissibility of its responses to Defendants' First Set of Interrogatories and Request for Production ("the

Responses”) until the time of trial or hearing. Any responses contained herein or subsequently provided should not be construed as a waiver of any right to object.

2. LMSOA reserves the right to amend, supplement, or modify the Responses based upon continuing investigation and discovery.

3. LMSOA interposes a continuing objection to each and every Interrogatory or Request, the Response to which may be derived or ascertained from business records, documents, or information that are already in the possession or control of Defendants and/or from documents or information that is readily available to Plaintiffs. Specifically, many documents that are requests are available on the website of LMSOA and those documents will not be reproduced in the Responses. To the extent that the Response can be ascertained or derived from documents or information in Plaintiffs’ possession, custody, or control, the development of that Response is significantly more convenient and less burdensome for Plaintiffs than it is for LMSOA, and Defendants accordingly should bear that burden. *See* Tenn. R. Civ. P. 33.03.

4. LMSOA interposes a continuing objection to any and all discovery requests that seek disclosure of information or documents not in the custody and control of LMSOA.

5. LMSOA interposes a continuing objection to any and all discovery requests that seek disclosure or identification of confidential communications protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores (“the Covenants”). The inadvertent disclosure of any communications covered by such protections shall not be deemed a waiver thereof.

6. Each of the foregoing General Objections and Reservation of Rights is hereby incorporated into each of the following Responses, and any supplement Responses.

RESPONSES TO INTERROGATORIES

1. Identify by full name and title each and every person who has answered or assisted in answering these interrogatories.

ANSWER: Mark Jonckheere, President, LMSOA; Donald Nave, Vice President, LMSOA; Mark Ellis, Treasurer, LMSOA; Sabrina Izbrand, Secretary, LMSOA; and, Pat Armstrong, Architectural Review Committee Liaison, LMSOA.

2. Identify each person whom you expect to call to testify as an expert witness on your behalf. For each such person, state the subject matter upon which the expert is expected to testify, the substance of the facts and opinions to which the expert is expected to testify, and summary of the grounds for each such expert's opinion.

ANSWER: LMSOA has made no decision at this time with respect to expert witness(es) to use in this matter. Should LMSOA elect to use any expert witness(es), this response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

3. Identify each person by name, address, and telephone number whom you or your attorneys know or believe to have knowledge regarding any of the allegations/claims and/or defenses in this lawsuit and specify the subject matter about which each person has knowledge.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and

Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, the following individuals are believed to have personal knowledge with respect to the matters which are the subject of this interrogatory:

- the current officers of LMSOA,
- the Defendants and their current and former attorneys,
- the renters of Defendants,
- the investment partners of Defendants,
- the agents of Defendants who assist in marketing the use of Defendants' houses as short-term renters,
- Members of the Association who have either attended Special Meetings related to the subject of short-term renters or who have posted on the message board of the LMSOA's website with respect to the short-term rental issues, the identities of which may be determined by documents maintained on the LMSOA website.

4. Identify by name, address, and telephone number each and every member of Lone Mountain Shores Owners Association, Inc. ("LMSOA") who has voiced and/or provided a written complaint, objection, and/or other concern to any LMSOA board member regarding any Defendant's short-term rental activity during the time period of January 1, 2013, to present and provide the substance of each such complaint, objection, and/or concern.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and

Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA, through its board, states that it is unaware of communications between former boards and individuals related to this issue, and there are no executed written waivers to any Member of LMSOA, which would permit the use of that Member's house as a short-term rental property in the LMSOA's records/files. Further, it would be impossible to list every interaction that would be responsive to this Interrogatory, which is likely the point of the Interrogatory – to waste time. Nevertheless, Defendants may reference the minutes of prior Special Meetings of LMSOA where numerous Members have stated explicit and direct concerns about the subject of short-term rentals. Defendants may also review the message board on LMSOA's website, which many Defendants are aware of and post on themselves for additional insight into the concerns that many Members have expressed against short-term rentals in LMSOA. Additionally, the following individual Members are known by the current board to have publicly expressed concerns related to short-term renting in LMS and their contact information is available to Defendants, if they have elected to make it so, in the Member Directory on the LMSOA website:

- Mike and Maryann Dunlap;
- Randall and Sue Thompson;
- Robert and Jenny Young;
- Chad and Jenny Leighty;
- Tom McDaniel;
- Peter Cozzolino;
- Sue Woodson;
- Claudio Billtoc;
- Jim and Irene Dex;

- Maryann Weigman;
- Cindy Perry;
- Dan and Margaret McFarland;
- Cheryl Gentry

5. Identify by name, address, and telephone number each and every person who has served on the LMSOA board of directors in any capacity during the time period of January 1, 2013 to present.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: the Response to this Interrogatory may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of the current and prior Boards, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for the information it seeks here.

6. Identify any other legal action in which LMSOA has been a party, including the style of the case, court, docket number, attorney(s) which represented LMSOA, nature and subject matter of the litigation, and outcome of the litigation (settlement terms, trial result, dismissal, etc.).

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence,

it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, while there may be additional litigation involving LMSOA in the past, the current LMSOA Board is only aware of the following lawsuits to which LMSOA has been a party:

- Lone Mountain Shores Owners Association, Inc. v. Webb – Claiborne County Chancery Court No. 18369 – Settled
- William Franklin Colegrove v. LMSOA – Claiborne County Chancery Court No. 18749 – Settled

7. Identify by name and title each and every current member of the LMSOA board of directors and provide the date each individual began serving in his/her respective position.

ANSWER: Mark Jonckheere, President, Elected October 2021; Donald Nave, Vice President, Appointed April 2021, Elected October 2022; Mark Ellis, Treasurer, Elected October 2021; Sabrina Izbrand, Secretary, Appointed August 2021, Elected October 2022; and, Pat Armstrong, Architectural Review Committee Liaison, Elected October 2021.

8. Identify by name and address each and every LMSOA member who attended the LMSOA annual meeting for each of the following years: 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, and 2022.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the

time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA is not in possession of information responsive to this Interrogatory.

9. Identify each and every special meeting of the LMSOA board of directors and/or LMSOA members by providing the date of each such special meeting, subject matter of each such special meeting, and any and all issues presented for member vote at each such special meeting.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: the Response to this Interrogatory may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of prior Special Meetings maintained there, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for the information it seeks here.

10. Identify each and every investigation LMSOA made into Defendants' alleged covenant violations regarding short-term rentals prior to filing of this lawsuit, including the date of each investigation, the manner of each such investigation, and the names of any individuals who participated in any such investigation.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is vague as to the term “investigation,” it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, the current LMSOA Board was made aware of the Defendants’ use of internet websites such as VRBO, AirBNB, Vacasa, Expedia, etc. to advertise their houses as short-term rentals. Additionally, there was significant word of mouth as to the activities of several Defendants with respect to renting their houses on a short-term basis. There was no “investigation” performed by the Board with the exception of confirming that the houses of Defendants were, in fact, being advertised as short-term rentals on the above-referenced websites. Screen captures were made and have been previously produced and admitted as being accurate by the Defendants.

11. Identify by name and address each individual person involved in the decision to file this lawsuit against Defendants, including the dates of any LMSOA board of directors’ meetings where this decision was discussed, the subject matter of each such discussion, and whether each individual LMSOA board member voted for or against filing this lawsuit against Defendants.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, the Board unanimously voted move

forward with filing this cause of action after the September 14, 2022, Special Meeting related to short-term rentals and the overwhelming feedback from the LMS Community at large with respect to this issue.

12. Identify: (a) the date(s) of any conversation(s) and/or communication(s) any current member of the LMSOA board of directors had with any of the named Defendants in this case regarding the issue of short-term rentals; (b) the identity of the participants to each such communication and/or conversation; (c) the method of communication and/or conversation [e.g., email, text message, phone call, in-person conversation]; and (d) the subject matter and substance of each such communication and/or conversation.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: the Response to this Interrogatory may be derived from information that is readily available to Defendants, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, various Defendants have spoken at meeting(s) of the current Board and the September 14, 2022 Special Meeting.

13. Identify the date of every meeting of the LMSOA board of directors from January 1, 2021, to present and state the reason for each such meeting, the subject matter of any topics discussed during each such meeting, and the results of any votes held during each such meeting.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: the Response to this Interrogatory may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of the current Board, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for the information it seeks here.

14. Identify each member of the LMSOA board of directors who has physically visited and/or inspected the property of any named Defendant in this lawsuit and provide: (a) the date and time of each such visit/inspection; (b) the reason for each such visit/inspection; (c) the property visited/inspected during each such visit/inspection; and (d) the names of any persons present at each such property during any visit/inspection.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, the current LMSOA Board is not aware of any visits or inspections that would be responsive to this Interrogatory, other than perhaps a cursory visit by

Pat Armstrong (ARC Liaison) to confirm that construction was proceeding as planned on a home owned by Defendant Vanderhoof.

15. State whether the LMSOA board of directors considered taking action(s) besides filing this lawsuit against Defendants, the nature of any such alternative action(s), and the LMSOA board of directors' basis for concluding any other such actions would not be effective.

ANSWER: Efforts by previously Boards to form a committee and/or negotiate a resolution were completely unsuccessful and were abandoned based upon a refusal by short-term renters to engage. After being advised by legal counsel that short-term rentals were not permitted under the Covenants, the current Board had Cease and Desist Letters delivered to those Members who were believed to be engaging in short-term rental use of their properties. Additionally, a Special Meeting was called for any Member to address the Board on the issue. Shortly after the Special Meeting, this action was filed against those Members who did not respond to the Cease and Desist Letters.

16. State the reason why the LMSOA board of directors filed this lawsuit against Defendants Troy and Pam Vanderhoof without first providing Mr. and Ms. Vanderhoof with written notice of Mr. and Ms. Vanderhoof's alleged covenant violation and providing Mr. and Ms. Vanderhoof with the opportunity for a hearing on the issue.

ANSWER: Defendants Troy and Pam Vanderhoof were delivered a Cease and Desist Letter at their home address in Wisconsin and by e-mail dated August 8, 2022. The Notice of Special Meeting was also delivered to the Vanderhoof Defendants by e-mail and posted on the LMSOA website.

17. Identify by name and address each and every LMSOA member who voted in favor and each and every LMSOA member who voted against Ballot Item 4 listed on the October 2, 2021 ballot sent by the board of directors to all LMSOA members.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, while the proposed Bylaw referenced above as Ballot Item 4 Amendment was passed by a majority of Owners, it was not enacted by the current Board because: 1) the Bylaw was in conflict with the Covenants, which prevail in such an event, and 2) the previous Board had violated LMSOA Bylaws as placing a proposed Bylaw Amendment on an action by written ballot is not allowed under the Bylaws. The sole to amend the LMSOA Bylaws resides with the Board of Directors.

18. Identify each and every covenant violation the LMSOA board of directors has enforced either via fines or otherwise by providing: (a) the date of each violation; (b) the member(s) who committed each such violation; (c) the covenant provision violated; and (d) the method of enforcement for each violation.

ANSWER: The current LMSOA Board is not aware of it enforcing any other fines, legal action, or otherwise responsive to this interrogatory.

19. Identify each and every instance prior to January 1, 2022 in which the LMSOA board of directors has enforced either via fines, legal action, or otherwise, a violation of any LMSOA covenants governing rental of any LMSOA member's home.

ANSWER: The current LMSOA Board is not aware of it enforcing any other fines, legal action, or otherwise responsive to this interrogatory. The current Board is not aware of the actions of prior Boards, although Defendants may review the actions of the current and prior Boards by reviewing the minutes of those Boards on the LMSOA website.

20. Provide the date of each and every written communication (email, text message, facsimile, etc.) among the current LMSOA board of directors in which any of the current individual members of the board of directors communicated amongst or between one another regarding the issue of short-term rentals in Lone Mountain Shores and provide the method of each such communication, the parties to each such communication, and the substance of each such communication.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: "The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members."

21. Identify by providing the date, time, and method of any communication between any current member of the LMSOA board of directors and any past or present LMSOA member regarding any Defendant's alleged covenant violation as alleged in LMSOA's Complaint and provide the substance of each such communication.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: "The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members."

22. State the results of any measure, covenant amendment, by-law amendment, or other issue put to a vote of LMSOA members by LMSOA by identifying each and every issue put to vote, the date each vote took place, the number of LMSOA member votes cast for each vote (including the specific number of votes for and against each measure), and the names of each LMSOA member who voted for and against each measure.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: some of the information responsive to this Interrogatory may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of the current and prior Boards, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks

information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for some of the information it seeks here. The current LMSOA Board also is unwilling and unable to provide actual ballots from previous elections/votes. It is not remotely appropriate for individual Members' ballots to be discovered in order to determine how they voted.

23. Has any prior LMSOA board of directors and/or individual member of the board of directors provided written correspondence to any LMSOA member in which the LMSOA board of directors conveyed explicit approval of LMSOA members using their home as a short-term rental? If so, state the date of each such correspondence, to whom the correspondence was sent, and the substance of each such correspondence.

ANSWER: LMSOA objects to this Interrogatory on the grounds that: it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: "The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members." Moreover, the current Board is unaware of any prior Board's correspondence to any Member conveying approval to use the Member's property as a short-term rental.

24. If LMSOA is claiming any privilege or immunity with respect to any document otherwise responsive to Defendants' Requests for Production of Documents served concurrently herewith, identify each document by the type of document (letter, memorandum, email, etc.), date, author, current location of the document, and a description of the document sufficient to determine upon what basis LMSOA is asserting any such privilege or immunity, and the nature of the privilege and/or immunity claimed by LMSOA to justify withholding disclosure of each respective document.

ANSWER: The current Board stands on its objections and answer to all interrogatories as stated.

25. Describe in detail any and all steps the Association took to provide notice or opportunity for a hearing to any of the Defendants regarding the assertions stated in the Complaint and Defendants short-term rental of their respective properties.

ANSWER: Each named Defendant was delivered by United States Mail and E-mail a Cease-and-Desist Letter regarding the use of their property as a short-term rental. Moreover, a Special Meeting was properly noticed and called on September 14, 2022, the subject of which was the short-term rental issue. There was also significant word of mouth in the community based upon the high attendance and message board activity. Everyone in the community, including the Defendants, had an opportunity to attend and be heard.


VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF CLAIBORNE)

I, Mark Jonckheere, as President of Lone Mountain Shores Owners Association, Inc., after first being duly sworn, states as follows:


I have read the above Responses to Defendants' First Set of Interrogatories and the foregoing responses are true and correct to the best of my knowledge.

Lone Mountain Shores Owners Association, Inc.

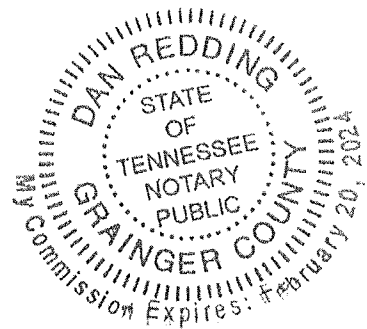

Mark Jonckheere

Its: President

Sworn and subscribed before me, a Notary Public,
this the 13th day of July, 2023.


Notary Public

My commission expires: 2/20/2024



REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Produce the following records and documents of Lone Mountain Shores Owners Association, Inc. ("LMSOA"):

- a. The charter and any restated charter as well as any and all amendments made to the charter currently in effect;
- b. The by-laws and any amended or restated by-laws which are currently in effect;
- c. Any and all resolutions adopted by the board of directors of LMSOA;
- d. Any and all minutes, recordings, and/or other documents from all meetings of members, all meetings of directors, all actions approved by LMSOA members, and all actions taken by the board of directors without a meeting for the time period January 1, 2013 to present; and
- e. Any and all written communication to LMSOA members for the time period January 1, 2018 to present, including but not limited to notices provided for each annual and special meeting, complaints, and/or any notice of hearing provided to LMSOA members.

RESPONSE: LMSOA objects to this Request on the grounds that: some of the Response to this Request may be derived from information that is readily available to Defendants, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, the documents requested in parts 1a.,

1b., and 1d. are on the LMSOA website. Also, the current Board does not take any action without creating minutes, which are all on the LMSOA website. The current Board is not aware of any resolutions that would be responsive to Request 1c. With respect to Request 1e., Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: “The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members.”

2. Produce all documentary, photographic or tangible evidence that you identified, reviewed or relied upon in responding to the preceding Interrogatories, specifying the documents responsive to each such Interrogatory and including all documents referenced in your answers to the preceding Interrogatories.

RESPONSE: Upon information and belief, all documents responsive to this Request have either already been produced to Defendants, are protected from disclosure by the Section 3.03 of the Covenants, or are readily accessible by Defendants on the LMSOA website.

3. Produce a copy of the annual reports for LMSOA for the calendar years 2013 to 2022.

RESPONSE: LMSOA objects to this Request on the basis that it is vague as to the term “annual reports.” Upon information and belief, year-end financial statements are available on the LMSOA website. Additionally, the State of Tennessee annual report filed with the Secretary of State from 2016 forward are attached hereto as **Exhibit A**.

4. Produce all tangible materials, written materials, electronically stored information or other items which may be offered as exhibits at trial.

RESPONSE: LMSOA has made no decision at this time with respect to trial exhibits to use in this matter, although it is likely that the Covenants and screen captures of Defendants' rental activities, which have already been provided to Defendants, will be used as exhibits. This response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

5. Produce a current curriculum vitae for each expert witness you intend to call at trial.

RESPONSE: LMSOA has made no decision at this time with respect to expert witness(es) to use in this matter. Should LMSOA elect to use any expert witness(es), this response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

6. Produce all documents and things prepared by any expert whom you expect to call at trial, including, without limitation, those which would include his or her report, observations, opinions, conclusions, photographs, field notes or calculations relied upon for his or her testimony in this case.

RESPONSE: LMSOA has made no decision at this time with respect to expert witness(es) to use in this matter. Should LMSOA elect to use any expert witness(es), this response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

7. Produce all work papers, notes and documents in the file of any expert witness who is expected to testify or who has written a report which is or will be relied upon in whole or in part by a testifying expert in this case.

RESPONSE: LMSOA has made no decision at this time with respect to expert witness(es) to use in this matter. Should LMSOA elect to use any expert witness(es), this response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

8. Produce a copy of all correspondence between and among the members of the LMSOA board of directors (past or present) for the time period January 1, 2018, to present which concern the issue of short-term rentals in Lone Mountain Shores, including but not limited to text messages, emails, facsimiles, and letters.

RESPONSE: LMSOA objects to this Request on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: "The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members." Communications between past and present Board Members are private communications protected from disclosure by the Covenants.

9. Produce a copy of all documents which LMSOA and/or LMSOA's board of directors has received that concern complaints and/or other inquiries regarding any of the Defendants' utilizing their homes as short-term rentals.

RESPONSE: LMSOA objects to this Request on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: "The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members." Complaints made to the Board are private communications protected from disclosure by the Covenants. Additionally, there are ample complaints made by Members on the message board, which is a public forum that is available for Defendants to review at their convenience.

10. Produce a copy of any and all documents which concern or evidence any inspection performed of any of the named Defendants' properties for the time period January 1, 2013, to present.

RESPONSE: The Board is not in possession of any documents responsive to this request except for the screen captures described above, which have been produced to the Defendants.

11. Produce any and all photographs, videos, and/or other visual representations of any of the Defendants' properties which concern and/or depict Defendants' short-term rentals of their properties.

RESPONSE: The screen captures of Defendants' rental activities have already been provided to Defendants. This response will be reasonably supplemented in accordance with the Tennessee Rules of Civil Procedure, the Local Rules, and/or any Scheduling Order of the Court.

12. Produce a list of each and every member of the LMSOA board of directors for the time period January 1, 2013, to present including each such members name, address, and telephone number.

RESPONSE: LMSOA objects to this Request on the grounds that: the Response to this Request may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of the current and prior Boards, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for the information it seeks here.

13. Produce a list of each and every member of LMSOA for the time period January 1, 2013 to present including each such members name, address, and telephone number.

RESPONSE: LMSOA objects to this Request on the grounds that: the Response to this Request may be derived from information that is readily available to Defendants on the LMSOA website by reviewing the minutes of the current and prior Boards, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to

lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, LMSOA invites Defendants to review the LMSOA website for the information it seeks here, including a current Member directory.

14. Produce a copy of any and all correspondence between any member of the LMSOA board of directors (past or present) and the owner/occupant(s) of Lot 823 in Lone Mountain Shores for the time period January 1, 2008 to July 1, 2021 which concerns any rental activities on Lot 823.

RESPONSE: LMSOA objects to this Request on the grounds that: it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, upon information and belief, the issue with the use of Lot 823 was that the property was being used as a short-term rental, but rather a Bed and Breakfast or hotel-style commercial operation.

15. Produce any and all documents, including any correspondence, which concern the discussion, preparation, explanation, and execution of the 2013 Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores.

RESPONSE: LMSOA does not believe that it has any documents responsive to this Request except for the Covenants themselves, which were recorded with the Register of Deeds. The 2013 Amended and Restated Covenants are publicly available and readily accessible by Defendants.

16. Produce a copy of any and all legal opinions or other professional opinion/explanation/recommendation solicited and/or received by the LMSOA board of directors which concern the issue of short-terms rentals in Lone Mountain Shores.

RESPONSE: See written legal opinions responsive to this Request, attached as Collective **Exhibit B**.

17. Produce a copy of each and every “Cease-and-Desist” letter sent to any of the Defendants prior to the filing of this lawsuit.

RESPONSE: See Cease-and-Desist Letters addressed to Defendants attached hereto as Collective **Exhibit C**. Any other Cease-and-Desist Letters sent to other Members who are not Defendants are confidential pursuant to Section 3.03 of the Covenants which states, in pertinent part: “The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members.”

18. Produce any and all documents responsive to Interrogatory No. 23 of Defendants’ First Set of Interrogatories to Plaintiff.

RESPONSE: LMSOA objects to this Request on the grounds that: it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the

Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are subject to the Covenants therein. Section 3.03 of the Covenants states, in pertinent part: “The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members.” Moreover, the current Board is unaware of any prior Board’s correspondence to any Member conveying approval to use the Member’s property as a short-term rental.

19. Produce a copy of any and all correspondence by and between any member of the LMSOA board of directors (past or present) and any Defendant to this lawsuit for the time period January 1, 2013, to present, including but not limited to text messages, emails, facsimiles, ballots, and letters.

RESPONSE: LMSOA objects to this Request on the grounds that: the Response to this Request may be derived from information that is readily available to Defendants, in that it is specifically seeking information that the Defendants have already received, it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores.

20. Produce a copy of any and all correspondence by and between any member of the LMSOA board of directors and any third-party concerning the issue of short-term rentals in Lone

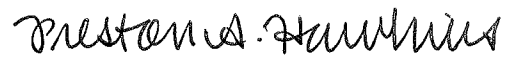
Mountain Shores for the time period January 1, 2013, to present, including but not limited to text messages, emails, facsimiles, ballots, and letters.

RESPONSE: LMSOA objects to this Request on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers, it seeks information that is protected from disclosure by the attorney-client privilege, the work product doctrine, or the Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores. Without waiving said objections, Defendants are Members of Lone Mountain Shores and are bound by the Covenants. Section 3.03 of the Covenants states, in pertinent part: “The Board, including any committees, is not required to make available correspondence between the Board, a committee and individual Association members.”

21. Produce a copy of each and every ballot cast by LMSOA members for any issue put to vote by LMSOA for the time period January 1, 2018 to present.

RESPONSE: LMSOA objects to this Request on the grounds that: it is overly broad in the extreme, it is unduly burdensome, it seeks information from Lone Mountain Shores Association Members that is private and confidential, it seeks information that is not relevant and not reasonably calculated to lead to the discovery of admissible evidence, it is designed to harass and waste the time and resources of LMSOA and its volunteer officers. Without waiving said objections, the current LMSOA Board also is unwilling and unable to provide actual ballots from previous elections/votes. It is completely inappropriate for individual Members’ ballots to be discovered and inspected by Defendants in order to determine how individual Members voted on any issue.

Respectfully submitted this 13th day of July 2023.



Preston A. Hawkins, Esq. (BPR #022117)

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
P.O. Box 2425
Knoxville, TN 37901
phawkins@lewisthomason.com
(865) 546-4646
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all parties at interest in this cause as follows:

☐ By placing postage prepaid envelope in United States Mail Service, addressed to:

Ryan L. Sarr, Esq.
Trammell, Adkins & Ward, P.C.
P.O. Box 51450
Knoxville, TN 37950-1450

☒ By e-mail to:

Ryan L. Sarr, Esq.
ryansarr@tawpc.com

This 13th day of July 2023.



Preston A. Hawkins, Esq. (BPR #022117)



05737571

**Tennessee Corporation Annual Report Form**File online at: <http://TNBear.TN.gov/AR>

Due on/Before: 04/01/2017

Reporting Year: 2016

AR Filing #: 05737571
SUBMISSION PENDING**Return completed form and payment to:**Tennessee Secretary of State
Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102**Annual Report Filing Fee Due:**\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office**SOS Control Number:** 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
PO BOX 719
NEW TAZEWEILL, TN 37824-0719**(2) Principal Office Address:**455 WILDCAT HOLLOW RD
NEW TAZEWEILL, TN 37825**(3) Registered Agent (RA) and Registered Office (RO) Address:**SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059Agent Changed: No

Agent County: CLAIBORNE COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
PRESIDENT	HOWARD GROMLICH	141 BLUFFVIEW RD., NEW TAZEWEILL,	
SECRETARY	MACEL ANN SHARLAND	141 BLUFFVIEW RD., NEW TAZEWEILL,	

(5) Board of Directors names and business address (with zip code). ☒ None, or listed below.

Name	Business Address	City, State, Zip

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

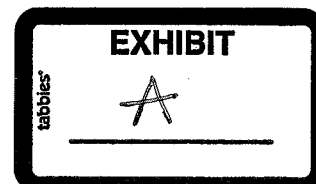
If blank or incorrect, please check appropriately: ☐ Public ☒ MutualB. If a Tennessee religious corporation, please check here if blank: ☐ ReligiousPD 3/29/17
2278
8 20 -

(7) Signature: Electronic

(8) Date: 03/29/2017

(9) Type/Print Name: Mary B Wiegman

(10) Title: Cincinnati

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00. Sign and date this form and return to the address provided above.



06257508

**Tennessee Corporation Annual Report Form**

AR Filing #: 06257508

SUBMISSION PENDING

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2018

Reporting Year: 2017

Return completed form and payment to:

Tennessee Secretary of State
Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
PO BOX 719
NEW TAZEWEILL, TN 37824-0719

(2) Principal Office Address:

455 WILDCAT HOLLOW RD
NEW TAZEWEILL, TN 37825

(3) Registered Agent (RA) and Registered Office (RO) Address:

SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059

Agent Changed: No

Agent County: CLAIBORNE COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Donald Conklin	141 BLUFFVIEW ROAD	NEW TAZEWEILL, TN 37825
SECRETARY	MACEL ANN SHARLAND	141 BLUFFVIEW RD., NEW TAZEWEILL,	

(5) Board of Directors names and business address (with zip code). X None, or listed below.

Name	Business Address	City, State, Zip

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public XMutualB. If a Tennessee religious corporation, please check here if blank: Religious

PD #2405
3/30/18

(7) Signature: Electronic

(8) Date: 03/30/2018

(9) Type/Print Name: MARY BETH M WIEGMAN

(10) Title: Treasurer

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00. Sign and date this form and return to the address provided above.



06513822



Tennessee Corporation Annual Report Form

AR Filing #: 06513822

SUBMISSION PENDING

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2019

Reporting Year: 2018

Return completed form and payment to:

Tennessee Secretary of State
Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
PO BOX 719
NEW TAZEWELL, TN 37824-0719

(2) Principal Office Address:

455 WILDCAT HOLLOW RD
NEW TAZEWELL, TN 37825

(3) Registered Agent (RA) and Registered Office (RO) Address:

SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059

Agent Changed: No

Agent County: CLAIBORNE COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Secretary	Linda Ellis	141 BLUFFVIEW ROAD	NEW TAZEWELL, TN 37825
President	Donald Conklin	141 BLUFFVIEW ROAD	NEW TAZEWELL, TN 37825
TREASURER	MARY B Wiegman	141 Bluffview Road	NEW TAZEWELL, TN 37825
Vice President	MARK Rhinhardt	" "	" "

(5) Board of Directors names and business address (with zip code). None, or listed below.

Name	Business Address	City, State, Zip
Donald Conklin	141 BLUFFVIEW ROAD	NEW TAZEWELL, TN 37825
Linda Ellis	141 BLUFFVIEW ROAD	NEW TAZEWELL, TN 37825

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public X MutualB. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 02/02/2019

(9) Type/Print Name: MARY BETH M WIEGMAN

(10) Title: Treasurer

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00. Sign and date this form and return to the address provided above.



06964943

**Tennessee Corporation Annual Report Form**File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2020

Reporting Year: 2019

AR Filing #: 06964943

SUBMISSION PENDING

Return completed form and payment to:

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Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Annual Report Filing Fee Due:

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\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(2) Principal Office Address:

171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(3) Registered Agent (RA) and Registered Office (RO) Address:

SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059

Agent Changed: No

Agent County: CLAIBORNE COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
Treasurer	David Schell	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
Vice-President	Greg Fielden	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
ARC Liaison	Phil Hamilton	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
President	Paul Schmutzler	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Secretary	Linda Ellis	171 BLUFFVIEW ROAD	NEW TAZEWEILL, TN 37825

(5) Board of Directors names and business address (with zip code). None or listed below.

Name	Business Address	City, State, Zip
Paul Schmutzler	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Linda Ellis	171 BLUFFVIEW ROAD	NEW TAZEWEILL, TN 37825
David Schell	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
Greg Fielden	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825

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If blank or incorrect, please check appropriately: Public X MutualB. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 02/01/2020

(9) Type/Print Name: David L. Schell

(10) Title: Treasurer

Instructions: Legibly complete the form above. **Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00.** Sign and date this form and return to the address provided above.



07439873

**Tennessee Corporation Annual Report Form**

AR Filing #: 07439873

SUBMISSION PENDING

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2021

Reporting Year: 2020

Return completed form and payment to:

Tennessee Secretary of State
Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or
\$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(2) Principal Office Address:

171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(3) Registered Agent (RA) and Registered Office (RO) Address:

SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059

Agent Changed: NoAgent County: CLAIBORNE COUNTY**(4) Name and business address (with zip code) of the President, Secretary and other principal officers.**

Title	Name	Business Address	City, State, Zip
President	Paul Schmutzler	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Secretary	Margaret Kaniecki	171 BLUFFVIEW ROAD	NEW TAZEWEILL, TN 37825
Treasurer	David Schell	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
Vice-President	Russell Brown	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
ARC Liaison	Phil Hamilton	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825

(5) Board of Directors names and business address (with zip code). None, or listed below.

Name	Business Address	City, State, Zip
Paul Schmutzler	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Margaret Kaniecki	171 BLUFFVIEW ROAD	NEW TAZEWEILL, TN 37825
David Schell	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
Russell Brown	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825
Phil Hamilton	171 BLUFF VIEW RD	NEW TAZEWEILL, TN 37825

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public X MutualB. If a Tennessee religious corporation, please check here if blank: Religious

PD 1/13/2021
Check # 1020
2020
DB

(7) Signature: Electronic

(8) Date: 01/13/2021

(9) Type/Print Name: David L Schell

(10) Title: Treasurer

Instructions: Legibly complete the form above. **Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00.** Sign and date this form and return to the address provided above.



08114021

**Tennessee Corporation Annual Report Form**File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2022

Reporting Year: 2021

AR Filing #: 08114021

FILED: Mar 8, 2022 3:19PM

Annual Report Filing Fee Due:

\$20 if no changes are made in block 3 to the registered agent/office, or

\$40 if any changes are made in block 3 to the registered agent/office

This Annual Report has been successfully paid for and filed. Please keep this report for your records.

Payment-Credit Card - State Payment Center - CC #: 3824919762

*0.46 Service Fee

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315**(2) Principal Office Address:**171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315**(3) Registered Agent (RA) and Registered Office (RO) Address:**SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059Agent Changed: No

Agent County: CLAIBORNE COUNTY

(4) Name and business address (with zip code) of the President, Secretary and other principal officers.

Title	Name	Business Address	City, State, Zip
President	Mark Jonckheere	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Secretary	Sabrina Izbrand	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Treasurer	Mark Ellis	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Vice-President	Russell Brown	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
ARC Liaison	Pat Armstrong	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825

(5) Board of Directors names and business address (with zip code). None, or listed below.

Name	Business Address	City, State, Zip
Mark Jonckheere	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Sabrina Izbrand	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Mark Ellis	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Russell Brown	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Pat Armstrong	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public X MutualB. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 03/08/2022

(9) Type/Print Name: Mark S Ellis

(10) Title: Treasurer



08654742

**Tennessee Corporation Annual Report Form**

AR Filing #: 08654742

SUBMISSION PENDING

File online at: <https://TNBear.TN.gov/>

Due on/Before: 04/01/2023

Reporting Year: 2022

Return completed form and payment to:

Tennessee Secretary of State
Attn: Annual Reports
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Annual Report Filing Fee Due:

- ☒ \$20 if no changes are made in block 3 to the registered agent/office, or
☐ \$40 if any changes are made in block 3 to the registered agent/office

SOS Control Number: 423079

Nonprofit Corporation - Domestic

Date Formed: 03/06/2002

Formation Locale: TENNESSEE

(1) Name and Mailing Address:

LONE MOUNTAIN SHORES OWNER'S ASSOCIATION, INC.
171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(2) Principal Office Address:

171 BLUFF VIEW RD
NEW TAZEWEILL, TN 37825-6315

(3) Registered Agent (RA) and Registered Office (RO) Address:

SANDRA E COSBY
MS. SANDRA COSBY
920 PATTERSON RD
HARROGATE, TN 37752-8059

Agent Changed: NoAgent County: CLAIBORNE COUNTY**(4) Name and business address (with zip code) of the President, Secretary and other principal officers.**

Title	Name	Business Address	City, State, Zip
President	Mark Jonckheere	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Secretary	Sabrina Izbrand	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Treasurer	Mark Ellis	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Vice-President	Don Nave	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
ARC Liaison	Pat Armstrong	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825

(5) Board of Directors names and business address (with zip code). None, or listed below.

Name	Business Address	City, State, Zip
Mark Jonckheere	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Sabrina Izbrand	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Mark Ellis	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Don Nave	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825
Pat Armstrong	171 BLUFF VIEW ROAD	NEW TAZEWEILL, TN 37825

(6) This section applies to non-profit corporations ONLY.

A. Our records reflect that your non-profit corporation is a public benefit or a mutual benefit corporation as indicated.

If blank or incorrect, please check appropriately: Public X MutualB. If a Tennessee religious corporation, please check here if blank: Religious

(7) Signature: Electronic

(8) Date: 01/27/2023

(9) Type/Print Name: Mark Ellis

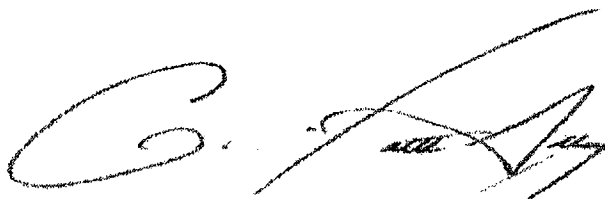
(10) Title: Treasurer

Instructions: Legibly complete the form above. Enclose a check made payable to the Tennessee Secretary of State in the amount of \$20.00. Sign and date this form and return to the address provided above.

Office:
259 N. Peters Rd., Ste. 101
Knoxville, TN 37923

Dir. 423.231.8895
Tel. 865.385.8623

Mailing:
P.O. Box 22190
Knoxville, TN 37933



G. Keith Alley, P.C.

nikki@tultigator.com

February 7, 2022

Randall and Kathy Nixon
3005 Lone Mountain Road
New Tazewell, TN 37825

Via Email: norrislakecabins@gmail.com

RE: Lone Mountain Shores Covenants and Bylaws

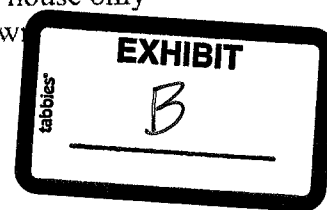
Dear Randall and Kathy,

Please allow this letter to serve as my opinion regarding the specific questions you posed related to the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores dated September 25, 2020 and recorded in Book 1555 at Page 291 in the office of the Claiborne County Register of Deeds ("2020 Covenants") and the Bylaws of Lone Mountain Shores Owners Association, Inc., Revision 2020, recorded in Book 1555 at Page 275 in the office of the Claiborne County Register of Deeds ("2020 Bylaws"). In arriving at my opinion, I have also reviewed the Declaration of Covenants, Conditions, Restrictions, and Easements for Lone Mountain Shores dated September 3, 1998 (unrecorded, incomplete copy) ("1998 Covenants"), opinion letter of Samuel W. Brown, Esq. dated June 3, 2003 ("Opinion Letter"), March 2021 Lone Mountain Shores Rental Survey ("Survey"), and May 27, 2016 Records Request from Daniel F. Wilkins ("Records Request"), Lone Mountain Shores Owners Association Voting Ballot for Proposed Covenant and Bylaws Amendments September 2021 ("Proposed Amendments"), and Lone Mountain Shores Owners Association Rental Committee Info ("Committee Info"). As previously discussed, the opinions stated herein are based solely upon my review of the above-referenced documents and are subject to change if the 2020 Covenants and/or 2020 Bylaws were not legally amended, as more thoroughly discussed below, or if there exist other covenants and restrictions which are in force and effect that were not provided to me for consideration.

For ease of reading, I have listed your specific question and/or concern immediately followed by my opinion.

1) Section 2.14 Single Family Residential Purposes. Please interpret this in correlation with the Final sentence and Section 6.05

Section 2.14 is very poorly written and nonsensical. With that said, the provision, as stated, limits use of the property for the sole purpose of housing only the owner's family or a tenant's family. Section 6.05 limits the rental of the accessory living quarters insofar as the accessory living quarters itself may not be rented. It must be rented in conjunction with the rental of the primary living quarters. This tracks with the limitation on the use of the property to house only the owner's family or the tenant's family. Additionally, Section 6.05 prohibits an ow



renting out the primary living quarters to another tenant and the owner living in the accessory living quarters. The following examples illustrate what these provisions allow and do not allow:

Permissive use: Randy and Kathy (as owners) live in the primary living quarters and their son and his wife live in the accessory living quarters rent-free.

Nonpermissive use: Randy and Kathy (as owners) live in the primary living quarters and rent the accessory living quarters to their son and his wife.

Permissive use: Tenant rents the property. Tenant lives in primary living quarters and Tenant's son and his wife live in the accessory living quarters rent-free.

Nonpermissive use: Randy and Kathy (as owners) live in the primary living quarters and rent the accessory living quarters to tenants (short or long term) for a fee.

Nonpermissive use: Tenant rents the property. Tenant lives in primary living quarters and Randy and Kathy (as owners) live in the accessory living quarter.

Nonpermissive use: Tenant rents the property. Tenant lives in primary living quarters and rents the accessory living quarters to other tenants for a fee.

Nonpermissive use: Tenant rents the property. Tenant lives in accessory living quarters and rents the primary living quarters to other tenants for a fee.

As such, under the 2020 Covenants, you are prohibited from renting the accessory living quarters. However, you may rent the entire property to a single family. Of importance, the 1998 Covenants were not as restrictive on rentals, and under the 1998 Covenants you could arguably rent the accessory living quarters separately from the primary living quarters. Should you desire to continue renting the accessory living quarters separate from the primary living quarters, I would recommend that you retain our firm to conduct a thorough review of the history of the covenants to ensure that the 2020 Covenants were, in fact, legally amended.

2) Please interpret Section 6.07 Rental. Lots and Dwellings may be rented only for private single-family residential purposes subject to the following provisions: a. The renting to unaffiliated individuals or groups at the same time is prohibited; b. Tenants are required to abide by all LMS Governing Documents; c. Owners are responsible for the actions of their tenants. Each Owner shall take appropriate steps and should put in place additional rules, limitations and restrictions as necessary to ensure that tenants do not conduct deleterious activities or otherwise create a nuisance to other Owners; d. All rules, regulations, or use restrictions of these Covenants promulgated pursuant hereto that govern the conduct of Owners and that provide for sanctions against Owners also apply to all occupants of any Lot.

This section also limits property rentals to the entire property and to only one family at a time. Again, I would recommend that you retain our firm to conduct a thorough review of the history of the covenants to ensure that the 2020 Covenants were, in fact, legally amended.

3) Below is the section they are using to state the guests do not have access. See the blue line below.

Section 4.02 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area or Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions: a. The right of the Owner's Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his/her Lot remains unpaid; and b. The right of the Owner's Association to dedicate or 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 unanimous vote of the Board and an affirmative vote of at least fifty five percent (55%) of responding Owners voting by written ballot. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by an authorized officer of the Owner's Association has been recorded in the Registrar's Office of Claiborne County, Tennessee.

Section 4.03 Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family or the Owner's accompanied guests.

Section 4.02 only limits an Owner's use of the common areas where the assessments are unpaid, so the Association's reliance on 4.02 to prohibit tenants or guests from using the common areas is misplaced where the assessment are current. Section 4.03 allows an Owner to delegate, *in accordance with the Bylaws*, his right to use the common area and facilities. Notably, the 2020 Bylaws do not include any provisions regarding delegation of an Owner's right to use the common area. The inclusion of the language "in accordance with the Bylaws" in the 2020 Covenants implies that at least at some point in time there were provisions included in the Bylaws that address this issue. Again, I would recommend that you retain our firm to perform a thorough review of the history of the Bylaws to ensure that the 2020 Bylaws were, in fact, legally amended.

Section 6.07(d) of the 2020 Covenants provides that "All rules, regulations, or use restrictions of these Covenants promulgated pursuant hereto that govern the conduct of Owners and that provide for sanctions against Owners also apply to all occupants of any Lot." A true guest would likely not be considered an occupant of a Lot. A tenant would most certainly be considered an occupant of a Lot; therefore, this section arguably transfers the rights of the Owner to use the common areas to the tenants. When reading Section 4.03 and Section 6.07 together, the rights to use the common area and facilities appear to transfer to a tenant and a tenant is required, just like the Owner, to abide by the Lone Mountain Shores governing documents.

4) Is there any way around the accompanied by an owner that is listed in the covenants. It has never been enforced in 24 years. Shouldn't there be some kind of grandfather around something like this?

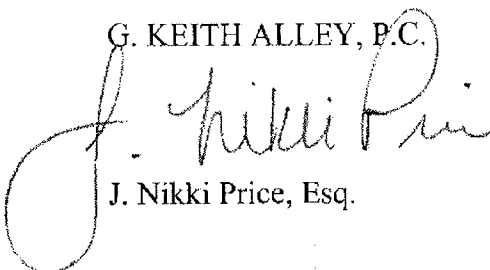
The fact that any covenant has not been enforced in 24 years does not mean that the Association cannot enforce it going forward. Section 12.06 in the 1998 Covenants and Section 10.07 of the 2020 Covenants address the fact that the Association's failure to enforce a covenant does not act as a waiver. Under the 2020 Covenants, only Owners, Tenants, and "accompanied guests" have rights to use the common areas. It appears, however, that the "unaccompanied" aspect of the covenant is being addressed by the Association in the Proposed Amendments. The Proposed Amendments state that the Association must have the affirmative vote of 55% of the owners voting by absentee ballot to pass the proposed amendments. This amendment process is derived from the 2020 Covenants, which may or may not have been legally amended. Notably, the amendment process as set forth in the 1998 Covenants requires the execution and acknowledgement ON THE AMENDMENT of the necessary number of owners and, as required, the Declarant, for any amendment to the 1998 Covenants to be legal. Because I was not provided with an entire copy of the 1998 Covenants, it is unclear how many Owners are required. However, the 1998 process for amending the covenants appears vastly different from the 2020 process and, for this reason and the reasons stated above, I would strongly recommend that you consider retaining our firm to perform a thorough review of the history of the covenants and bylaws to ensure that they have been legally amended. It appears from the 2003 legal opinion of Mr. Brown that there have been numerous amendments recorded since the original covenants were recorded in 1998, so the cost associated with a detailed review could be considerable.

Generally speaking, it is completely legal for an Association to prohibit Owners from using their property for short-term rentals, to place minimum requirements for the length of a long-term rental, to require Owners to provide the Association with copies of rental/lease agreements, and to require Owners to institute and enforce rules for tenants. However, these restrictions are only legal if they are properly amended in accordance with the governing documents. Considering that the Proposed Amendments include many of these restrictions, it is imperative to know whether the 2020 Covenants were legally amended in order to determine if the Association is utilizing the proper procedure to amend the covenants going forward.

Once you've had the opportunity to review this opinion, please let me know if you have any additional questions or concerns.

Sincerely,

G. KEITH ALLEY, P.C.

A handwritten signature in cursive script, appearing to read "J. Nikki Price".

J. Nikki Price, Esq.



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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

July 7, 2022

Via E-mail

Board of Directors
Lone Mountain Shores Owners Association Inc.
171 Bluff View Road
New Tazewell, TN 37825

**RE: Lone Mountain Shores Owners Association Inc./General
Short-term rental issue**

Dear Board:

You requested an analysis of the Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores (“the Covenants”) with respect to the issue of short-term rentals. This letter will serve as my legal opinion on this issue.

I. Short-term, vacation-style rentals are specifically prohibited by the Covenants.

Unlike some other covenants for developments around Norris Lake that I have seen, “Single Family Residential Purposes” is a defined term within the Covenants:

“Single Family Residential Purposes” shall mean the property, consisting of just one primary Dwelling and all ancillary buildings on it shall be occupied by just one legitimate single housekeeping unit as distinguished from unaffiliated individuals or groups occupying a motel, hotel, bed & breakfast, or boardinghouse. Additionally, allowances are made for one accessory living quarters, such as a mother-in-law suite, without violating the “simple family residential use” provided this secondary living quarters meets the requirements of Section 6.05 of these Covenants. Any rental accommodations and services such as those provided by hotels, motels, bed & breakfasts, rooming or boarding houses, apartment buildings or condominiums are excluded by this definition.

See Covenants, Section 2.14 (Emphasis added). It would be difficult to conceive of a more clearly-worded expression of an intention to prohibit short-term rentals than the stated definition of “single family residential purposes” in the Covenants.

Additionally, Section 6.04 **Residential Use Only** states: “All Lots shall be used for single family residential purposes only, and no commercial use is permitted.” Again, the words “All” and “shall” are important here. Those terms mean exactly what they state. Section 6.04 continues on to state that “[e]xamples of prohibited commercial uses of a Lot or any dwelling include providing the services of or operating as a restaurant, an inn, a boarding house, or a bed-and-breakfast or providing other atypical rental services of a commercial nature. Again, this is a clear expression of prohibition against short-term rentals by indicating that the Covenants deem such action to be an impermissible commercial use of a lot.

Under the Covenants, the only permissible rental of any lot is rental for “single family residential purposes” only. The plain language of the Covenants expresses that if an Owner wants to rent their lot, they must do so to one family at a time. The clear import of the language indicates that a long-term rental (i.e. one year lease or longer) is allowable under the Covenants subject to additional restrictions contained in Section 6.07 **Rental**.

Accordingly, the Lone Mountain Shores Owners Association Board of Directors would be on solid legal footing if it sought a permanent legal injunction against current owners who rent their properties on a short-term basis. Such activity is clearly prohibited by the Covenants. Moreover, Tennessee law supports such action as well. For the purposes of construing restrictive covenants, Tennessee Courts have held that the term “residential” should be given its common and technical meaning. *Barnett v. Behringer*, 2003 Tenn. App. LEXIS 391 at 23 (Tenn. Ct. App. May 27, 2003).

“A residential building is a building that is used as a dwelling place or place of habitation.” *Carr v. Trivett*, 143 S.W.2d 900 (Tenn. Ct. App. 1940). In *Carr*, the defendant purchased a lot, built a home, and rented some of the rooms to vacationers. The defendant homeowners were enjoined from operating the home in that way given that (1) the operation of the home was not merely incidental to the their use of the property as a residence; (2) the operation of the “tourist home” (as the courts termed it) had prevented the sale and depreciated the value of other lots in the area; and (3) all of the property in the surrounding area was of similar type, and none of it was used for business. The court in *Carr* held that “the tourists who occupied the house were not using it for residential purposes, but only for the most temporary convenience of shelter in the course of a brief stay in the area.” See also *Parks v. Richardson*, 567 S.W.2d 465, 469 (Tenn. Ct. App. 1977).

Another case on point is *Shields Mt. Prop. Owners Ass’n v. Teffeteller*, 2006 Tenn. App. LEXIS (Tenn. Ct. App. Feb. 22, 2006). In *Shields*, a Sevier County property owners association sued homeowners to enforce restrictive covenants and enjoin the defendant homeowners from renting their property for overnight vacation purposes. At issue was a restrictive covenant that stated that “all lots shall be used for residential purposes only.” The POA prevailed in *Shields* as the courts agreed with the POA that the renters were not using the property for a “residential” purpose. *Id.* The appellate court held,

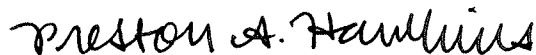
Board of Directors
Lone Mountain Shores Owners Association, Inc.
July 7, 2022
Page 3

[w]hile they may well eat, sleep, relax, and bathe while there, they do not reside there. Instead, as admitted by [homeowners], their renters use the property in the same way that people use a motel. Accepting [homeowners'] argument that use of the property for "eating, sleeping, relaxing, and bathing" makes the use residential would lead to the conclusion that the use of a motel room, or a camper, or a tent during a vacation stay or even staying in a hospital room would constitute a residential use. This conclusion is untenable. [Homeowners'] renters are using the property for "the most temporary convenience of shelter in the course of a brief stay in the area."

Parks, 567 S.W.2d at 469.

Because the Covenants speak so clearly and directly to this issue, there is a good chance that a court would find in favor of the Board should it decide to take action against short-term rental use of properties within Lone Mountain Shores.

Best regards,

A handwritten signature in black ink that reads "Preston A. Hawkins". The script is cursive and fluid.

Preston A. Hawkins

PAH/pah



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
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Knoxville, TN 37901
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Henry and Janice Bennafeld
4009 W. Fielder Street
Tampa, FL 33611
hbennafi@tampabay.rr.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Bennafeld:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 207 Cliffside Lane, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins



Henry and Janice Bennafeld
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344566 / 612



LEWIS THOMASON

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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail

Ms. Bella Nomberg Golden
1319 Hill Crest Road
Cincinnati, OH 45224

RE: CEASE & DESIST

Dear Ms. Golden:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 125 Shoreside Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Ms. Bella Nomberg Golden
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344559 / 607



LEWIS THOMASON

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phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

James and Denise Haws
1755 Mountain Shores Road
New Tazewell, TN 37825
jhaws@aesl-usa.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Haws:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 1755 Mountain Shores Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

James and Denise Haws
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11343133 / 589



LEWIS THOMASON

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Preston A. Hawkins, Esq.
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phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Vic and Elizabeth Warthman
3079 Carroll Eastman Road
Carroll, OH 43112
erdoty@yahoo.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Warthman:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 205 Evergreen Way, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Vic and Elizabeth Warthman
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344572 / 615



LEWIS THOMASON

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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Troy and Pam Vanderhoof
W5132 Maple Ridge Drive
Fond du Lac, WI 54937
pamvanderhoof@gmail.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Vanderhoof:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 231 Bluff View Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Troy and Pam Vanderhoof
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344538 / 600



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
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T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Edward and Michelle Lund
6452 Bridgeton Manor Court
Liberty Township, OH 45011
mchllsbtr@gmail.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Lund:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 265 Jacks Bluff Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Edward and Michelle Lund
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344577 / 619



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
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Preston A. Hawkins, Esq.
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phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Bradley and Debra Hays
Lakefront Rendezvous, LLC
2540 State Route 235
Ada, OH 45810
dkhays@yahoo.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Hays:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 272 Morning Glory Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. *See* Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Bradley and Debra Hays
Lakefront Rendezvous, LLC
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344560 / 608



LEWIS THOMASON

LEWIS THOMASON, P.C.
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620 Market Street
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Mark and Sarah Kling
7024 Fort Scott Blvd.
Harrison, OH 45030
markk1909@gmail.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Kling:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 473 Ridgecrest Drive, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Mark and Sarah Kling
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344523 / 598



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
Knoxville, TN 37901
T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Ms. Stacy Barton
B & M Storage
37 Old Pineville Road
Middlesboro, KY 40965
starsepticinc2003@gmail.com

RE: CEASE & DESIST

Dear Ms. Barton:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 609 Wildcat Hollow Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. *See* Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Ms. Stacy Barton
B & M Storage
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344575 / 617



LEWIS THOMASON

LEWIS THOMASON, P.C.
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620 Market Street
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Michael and Brandy Sislow
219 Clubhouse Drive
Lakeway, TX 78734
brandysislow@gmail.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Sislow:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 616 Wildcat Hollow Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Michael and Brandy Sislow
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344573 / 616



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
Knoxville, TN 37901
T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail

Ms. Michelle Jordan
10385 Grand Vista Court
Lone Tree, CO 80124

RE: CEASE & DESIST

Dear Mr. and Mrs. Jordan:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 629 Wildcat Hollow Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. *See* Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Ms. Michelle Jordan
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344574 / 617



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Mr. Charles Bryan
900 Crosswinds Drive, No. D1
Greenacres, FL 33413
bryanchrlybryn@aol.com

RE: CEASE & DESIST

Dear Mr. Bryan:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 221 Jacks Bluff Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Mr. Charles Bryan
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344568 / 613



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
Knoxville, TN 37901
T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Fred and Kristy Maess
2235 Forest Pond Drive
Hebron, KY 41048
fjmaess@gmail.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Maess:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 605 Wildcat Hollow Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Fred and Kristy Maess
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344576 / 618



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
Post Office Box 2425
Knoxville, TN 37901
T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail

Mr. James Scruggs
5226 Addison Drive
Charlotte, NC 28211

RE: CEASE & DESIST

Dear Mr. Scruggs:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 385 Wildcat Hollow Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

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If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Preston A. Hawkins

Mr. James Scruggs
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344579 / 621



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
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Knoxville, TN 37901
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

August 8, 2022

Via United States Mail and E-mail

Dave and Michelle Norcross
42 McCormick Trail
Milford, OH 45150
mmnorcross@yahoo.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Norcross:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 203 Nightshade Lane, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, a Special Meeting will commence on **September 14, 2022, at 10:00AM**, 171 Bluff View Road, New Tazewell, TN 37825. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

Dave and Michelle Norcross
August 8, 2022
Page 2

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)

11344537 / 599



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
620 Market Street
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Knoxville, TN 37901
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Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

October 19, 2022

Via United States Mail and E-mail

Mr. and Mrs. Pete and Caroline Szuch
2944 Elk View Drive
Evergreen, CO 80439
pcszuch@msn.com

RE: CEASE & DESIST

Dear Mr. and Mrs. Szuch:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 136 Landmark Drive, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding to enforce the Covenants.

If you wish to discuss this issue with the Board, please reach out to me or the Board. However, any continued action on your part to use your property as a short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

Preston A. Hawkins

PAH/ph

Mr. and Mrs. Pete and Caroline Szuch
October 19, 2022
Page 2

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)



LEWIS THOMASON

LEWIS THOMASON, P.C.
One Centre Square, Fifth Floor
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Knoxville, TN 37901
T: (865) 546-4646 F: (865) 523-6529

Preston A. Hawkins, Esq.
DL: (865) 541-5223
phawkins@lewisthomason.com

December 27, 2022

Via United States Mail

Mr. Jamon Sellman
625 Bluff View Road
New Tazewell, TN 37825

Mr. Jamon Sellman
Sellman Insurance
38 Monumont Square
Urbana, OH 43078

RE: CEASE & DESIST

Dear Mr. Sellman:

Our firm represents the Lone Mountain Shores Owners Association, Inc. ("the Association") as requested by the Association's Board of Directors ("the Board"). It has come to the attention of the Board that you have used your property, located at 625 Bluff View Road, as a short-term rental property. The Amended and Restated Declaration of Covenants, Restrictions, and Easements for Lone Mountain Shores ("the Covenants") specifically prohibits the short-term rental use of property within Lone Mountain Shores. See Sections 2.14, 6.04, and 6.07 of the Covenants (available online at www.lmsoa.org).

Section 10.01 of the Covenants states that all violations are deemed to be a nuisance for which the Association retains all public and private remedies allowed by law or equity, including injunctive relief. Section 10.02 of the Covenants states that each Owner shall comply with the provisions of the LMS Governing Documents, including the Covenants. Pursuant to Section 10.03 of the Covenants, this letter is intended to provide you with reasonable notice of the violation and an opportunity to request a hearing before the Board prior to the commencement of any legal proceeding against you to enforce the Covenants.

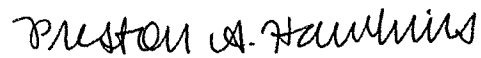
As you may be aware, the Board recently filed a lawsuit in the Circuit Court for Claiborne County, Tennessee, in an effort to address short-term rentals in violation of the above-referenced covenants. Although the Board will allow you to have a private hearing with the Board to discuss this issue, if you do not cease and desist short-term rental activity out of your property, it is almost a certainty that you will be added as a Defendant to the lawsuit.

If you wish to discuss this issue with the Board, please reach out to me or the Board on or before January 11, 2023. However, any continued action on your part to use your property as a

Mr. Jamon Sellman
December 27, 2022
Page 2

short-term rental must immediately cease and desist. Otherwise, the Board will authorize our firm to pursue legal claims against you and move to enforce the Covenants.

Best regards,

A handwritten signature in black ink that reads "Preston A. Hawkins". The script is cursive and fluid.

Preston A. Hawkins

PAH/ph

cc: Lone Mountain Shores Owner's Association, Inc. Board of Directors (via e-mail)