

THIS INSTRUMENT PREPARED BY:  
Joseph H. Huie, Attorney  
CROLEY, DAVIDSON & HUIE, PLLC  
800 S. Gay Street, Suite 1700  
Knoxville, TN 37929  
File No. 85567

FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR LAKEFRONT ESTATES SUBDIVISION  
("First Amendment")

THIS FIRST AMENDMENT is made as of the 26th day of April, 2013, by  
WALT DICKSON (hereinafter referred to as "Developer");

WITNESSETH:

WHEREAS, Developer filed for record a Declaration of Covenants and Restrictions (the "Declaration") for Lakefront Estates Subdivision (the "Subdivision") which Declaration is recorded in Book RS2, page 436 and Book 383, page 271, both in the Rhea County Register's Office; and

WHEREAS, pursuant to Article XIV, Section 9, Developer reserved the right to change or modify the Declaration for a period of seven (7) years; and

WHEREAS, the Declaration misnumbered Section 9 and following of Article XIV; and

WHEREAS, Developer desires to amend Article III, Section 2, Article VIII, Section 1, and Article XIV, Section 9, of the Declaration.

NOW, THEREFORE, in consideration of the foregoing premises, and other valuable consideration, Developer hereby declares that the Declaration shall be amended as follows:

1. Article III, Architectural Control Committee (ACC), Section 2, Construction Bond or Cash Deposit, is hereby amended to read as follows:

Section 2. Construction Bond or Cash Deposit. With respect to all proposed Structures, the builder or Owner shall submit to the Architectural Control Committee at the time that plans and specifications are submitted, a construction bond or cash deposit of Two Thousand Five Hundred and No/100 (\$2,500.00) Dollars per Lot to be held in escrow by the Architectural Control Committee until the improvements are complete and the Architectural Control Committee conducts its final Inspection. Purchasers of three (3) or more lots shall submit a bond or cash deposit in the amount of One Thousand Five Hundred and No/100 (\$1,500.00) Dollars per lot. The construction bond or cash deposit shall be used to offset costs incurred by the Association or the Architectural Control Committee as a result of or to:

- (a) Clean-up, maintain, or repair damage to any property caused by the builder or Owner or their subcontractors, suppliers and representatives during construction.

- (b) The expenditure of legal fees and other costs incurred by the Architectural Control Committee in order to correct any construction or alteration not performed in substantial compliance with the plans receiving a letter of compliance as provided by the Architectural Control Committee.

At the point that a letter of compliance is provided, the deposits less any amounts used as provided for in Article III, Section 2, will be returned.

- 2. Article VIII, Meetings of Owners, Section 1, Annual Meeting, is hereby amended to read as follows:

Section 1. **Annual Meeting.** The first annual meeting of the Owners shall be held on such date as is fixed by the Board, which date shall in no event be later than the earlier of (a) November 1, 2018, or (b) no later than sixty (60) days from the date when one hundred percent (100%) of all the Lots have been conveyed by the Developer, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the Owners shall be held on such date as selected by the Board which is within thirty (30) days before or after the first anniversary of the first annual meeting of the Owners for the purpose of electing directors of the Association and for the transaction of such other business as may become the meeting. If such day shall be a legal holiday, the meeting shall be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of the Association shall cause the election to be held at a special meeting to be called as soon thereafter as conveniently possible.

- 3. Article XIV is amended to renumber the Sections as follows:

**ARTICLE XIV**  
**General Provisions**

Section 1. Enforcement.

- (a) The Developer, the Association, the Architectural Control Committee, or any Owner shall have the right to enforce, by and proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Developer, the Association, the Architectural Control Committee or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- (b) The Architectural Control Committee shall have the right of abatement in all cases where an Owner of a Lot shall fail to take reasonable steps to remedy violation or breach of any restriction contained in this Declaration within twenty (20) days after the certified mailing of written notice of such violation or breach. The right of abatement means the right of Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure as to which a violation or breach exists, and to take such action or actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation or breach, all without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions. Further, the Architectural Control Committee, the

Association, the Developer or any Owner may prosecute proceeding at law for the recovery of damages against those violating or attempting to violate the declaration of covenants and restrictions, and, or maintain a proceeding in equity against those so violating or attempting to violate any covenants or restrictions, for the purpose of preventing or enjoining all of any such violations or attempted violations, and/or to have any such violation removed from the Lot or cured.

- (c) The remedies contained in this Section 1 shall be construed as cumulative of all other remedies now or hereafter provided by law. If the Association, the Architectural Control Committee, the Board or any other Person or Persons owning a Lot shall successfully prosecute in law or equity an action pursuant to this or any other enforcement section of these covenants or restriction, then that party shall be entitled to receive its reasonable attorney's fees and the costs reasonably necessary to prosecute the case against the party violating the covenants and restrictions herein.

Section 2. Severability. If any provisions of the Declaration, or any paragraph, subparagraph article, section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the remainder of this Declaration and the application of any such provision, paragraph, subparagraph, article section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section 3. Heading. The headings of such articles and sections in this Declaration are for convenience of reference only and shall not in any way limit or define the content or substance of such articles and sections.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2027, at which time, such covenants and restrictions shall be automatically extended for the successive periods of ten (10) years each, unless at least three-fourths (3/4) of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument in which said covenants and restrictions are modified in whole or in part, which instrument shall be recorded in the Register's Office for Rhea County, Tennessee.

Section 5. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or Estates in the Property or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 6. Indemnification Lot Owner. Each Lot Owner, by acceptance of a deed for the Lot, releases and shall indemnify and hold harmless Developer and any and all other Owners, officers and directors from and against all losses or damages which may accrue to such Lot Owner in connection with the use of the Common Area and related facilities

Section 7. Notices. Notices provided for in this Declaration shall be in writing and shall be addressed to any Owner at his or her Lot or at such other address as hereinafter provided. Notices to the Developer shall be in writing and shall be addressed to Walt Dickson, 9052 Middlebrook Pike, Knoxville, TN 37923, or at such different address as disclosed in a written notice of change of address furnished to all Owners. Any Owner may designate a different address for notices to him or her by giving written notice to the Developer. All notices to Owners and Developer shall be deemed delivered upon mailing by United States certified mail, return receipt requested or when delivered in person.

Section 8. Construction. The Owner of any Lot shall not be required to commence construction on said Lot within any time period after the Lot is purchased from the Developer, provided however, Owner shall complete construction in compliance with approved plans and specifications and pass final inspection of the Architectural Control Committee within eighteen (18) months of the time that the Architectural Control Committee granted approval of said plans, Undeveloped Lots other than those owned by Developer shall be maintained per Article XI

Section 9. Additions. Additional real property may be annexed to the Property by Developer in his sole discretion and made subject to this Declaration by filing a Declaration of Annexation ("Declaration of Annexation") in the Rhea County Register's Office, which shall annex such additional real property into the Property and extend the Covenants and Restrictions herein to the same. Upon filing such Declaration of Annexation, the term Property as used herein shall include such additional real property unless otherwise specified therein. Any such Declaration of Annexation may contain additions and modifications of the provisions of this Declaration as Developer may elect and/or as may be necessary to reflect the different character, if any, of the annexed real property.

Section 10. Waiver and Modification.

(a) Waiver. Developer hereby reserves the right in his absolute discretion at any time to annul, waive, change or modify any of the restricting conditions or covenants contained herein and shall have further the right before a sale to change the size of or locate or relocate any of the lots, parcels, streets, or roads shown on any of the plats of Lakefront Estates for a period of seven years. Further, the Developer may amend these covenants and restrictions at any time for the purpose of curing any ambiguity or inconsistency between the provisions contained herein.

(b) Amendment. Further, this Declaration may be amended at any time and from time to time by an agreement signed by at least seventy-five percent (75%) of the Owners of Lots; provided, however, such amendment by the Owners shall not be effective unless also signed by Developer, if Developer is the owner of any real property then subject to this Declaration. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or grantee of any interest in any real property made subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that this Declaration may be amended as provided in this section.

Section 12. Assignment or Transfer. Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any individual or entity provided that such assignee agrees to assume said powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released there from.

4. Except as herein modified, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has executed this First Amendment as of the day and year first above written.

Walt Dickson  
Walt Dickson

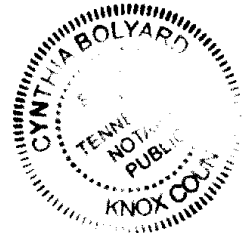
STATE OF TN  
COUNTY OF KNOX

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, WALT DICKSON, the within named bargainer, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at office this 26th day of April, 2013.

Notary Public [Signature]

My Commission Expires: 3/8/15



**BK/PG: 426/632-636**  
**13057700**

5 PGS - AL - SUB. RESTRICTIONS	
TERESA BATCH: 42598	04/30/2013 - 03:30 PM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	25.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, RHEA COUNTY  
**GLADYS BEST**  
REGISTER OF DEEDS

**BK/PG: RS3/28-32**  
**13057701**

5 PGS : AL - SUB. RESTRICTIONS	
TERESA BATCH: 42598	04/30/2013 - 03:30 PM
VALUE	0.00
MORTGAGE TAX	0.00
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ARCHIVE FEE	0.00
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REGISTER'S FEE	0.00
TOTAL AMOUNT	0.00

STATE OF TENNESSEE, RHEA COUNTY  
**GLADYS BEST**  
REGISTER OF DEEDS

SEE RHEA COUNTY  
Notary Public Seal  
3:30 PM April 20 2013  
Book 426 Page 632-636  
Recording Fee 25.00 Total \$ 27.00  
Receipt No. [Signature]  
Register [Signature]  
Deputy [Signature]