

**DECLARATION OF RESTRICTIVE COVENANTS  
FOR LOST LAKE SUBDIVISION**

This declaration, made and published on the \_\_\_\_ day of \_\_\_\_\_, 2017.

WHEREAS, the undersigned, LOST LAKE CIRCLE, LLC, a Tennessee Limited Liability Company (Hereinafter referred to as "DEVELOPER"), is the owner of Lots 1 - 38 of Lost Lake Subdivision, and all of the "common areas" including private roads or rights-of-way, as shown on the final plan for Lost Lake Subdivision ("Subdivision") by plat of record in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, in the Register's Office of Hamilton County, Tennessee, and

WHEREAS, it is the plan of DEVELOPER to restrict Lots 1 - 38 of the Subdivision to residential purposes,

NOW, THEREFORE, in consideration of the premises, and for the protection of the present owner, as well as the future owners of Lots 1 - 38, inclusive, of the Subdivision, this declaration and agreement is made:

Each and every conveyance of any one of the Subdivision, or other lands depicted on said plat, lots shall be subject to the following conditions, reservations, covenants, and agreements which shall run with the land, as follows:

**ORGANIZATION**

1. **LOST LAKE HOMEOWNER'S ASSOCIATION.** The Developer has caused, or may in the future cause, the Eagle Bluff Woods Homeowner's Association hereinafter ("LLHA") to be formed as a Non-profit Tennessee Corporation for the purpose of preserving and enhancing the general quality of the Subdivision by maintaining and keeping in good repair common areas as defined in paragraph 12 herein and be responsible for maintaining all drainage areas that were originally maintained by Developer.
2. **TRANSFER TO LLHA.** Full control of LLHA automatically shall be vested with the Lot owners upon the sale of all of the 38 lots; however, the Developer reserves the right to release control of LLHA to the lot owners at an earlier time. Membership in LLHA shall be required of the owner(s) of each lot who shall be granted one share per Lot in LLHA. Each share shall have one vote as to official LLHA business. So long as the Developer owns any lots the Developer shall have one share in LLHA per lot.
3. **ASSESSMENTS.** Each Lot owner covenants and agrees to pay to LLHA all assessments for common area maintenance, and other official business expenses approved by the LLHA board of directors. All such assessments shall be a charge on the lot and shall be a continuing lien upon the lot against which assessment is made in favor of LLHA, and LLHA shall be entitled to file a document evidencing such lien in the Register's Office of Hamilton County, Tennessee. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage Deed of Trust on any Lot if, and only if, all

assessments, whether annual or special, with respect to such Lot, having a due date prior to the date such Mortgage is recorded, have been paid. In the event a First Mortgagee shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title is liable shall be absorbed and paid by all Owners as a part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

Annual assessments shall be levied at a uniform rate per lot and shall be paid in such manner as set forth in Item 4 below. Such assessments shall commence as to all lots then existing and subject to this Declaration on the first day of the month following initial occupancy but shall NOT apply to any lots that are owned by the Developer. The aggregate fund established by such funds shall be used by Developer to maintain the common areas and drainage areas until such time as the control of LLHA shall be vested in the lot owners and thereafter, such monies shall be maintained in a segregated account for the purpose of insuring that LLHA will have cash available to meet unforeseen expenditures.

4. Initially the Home Owners Association (LLHA) and any Special Assessments will be maintained and overseen by the DEVELOPER, at the Developers sole expense, until the development is sold out to home owners. At this time the Development may be turned over to an elected HOA of whom all are residents of said development. Each new home owner shall pay a two hundred dollar (\$250.00) one time initiation fee at closing, as well as an additional two hundred (\$250.00) annual association fee to the DEVELOPER to help in the maintenance of the development. When it is activated, fees will be due annually to LLHA.

## **BUILDING AND RESTRICTIONS**

1. All of the Subdivision lots shall be, and shall be known and described as, single family residential lots. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision lots other than one (1) single family dwelling and attached garage.
2. No lot shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to DEVELOPER and procuring its written approval. DEVELOPER shall not have any obligation to permit such street or easement. The decision to do so, or not to do so, shall be in the sole discretion of DEVELOPER.

3. It shall be permissible for DEVELOPER to rearrange boundary lines of lots, if so desired, and combine lots or parts of lots into one building plot, but not to the extent of increasing the number of lots once the final subdivision plat has been recorded.
4. Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision lots, each conveyance shall be subject to existing governmental, zoning, and subdivision ordinances or regulations in effect thereon.
5. All of the Subdivision lots must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). In the event that an owner of a lot fails of his own volition to maintain his lot in a neat and orderly condition, DEVELOPER, its duly appointed agent, or LLHA (after full control is transferred to it) may enter upon the lot without liability and proceed to put the lot into an orderly condition, billing the cost of such work to the owner.
6. Any residence being erected on a lot shall be commenced within twelve (12) months from the date of closing on the purchase of the lot unless Developer, in his sole discretion, approves in writing an extension of this time.
7. No sheep, goats, swine, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or to remain on any of the lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said subdivision.
8. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In particular, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any lot within the Subdivision. Nor shall the owner of any lot park a boat, tractor-trailer, motor home, inoperative or abandoned automobiles, and/or camping trailers in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision.
9. No cars may be parked on the streets and roads of the development overnight. Cars of owners and their guests must be kept on the property of the owner if they are to be parked for an extended amount of time.
10. No outbuildings, and other quarters may be constructed unless the plans and specifications are approved in writing by DEVELOPER or, thereafter LLHA, before construction begins, and their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. No such structures, other than the main dwelling house, shall be included in complying with the minimum square footage requirements set forth above.

11. The plans and location for all fences must be submitted to DEVELOPER or LLHA for written approval prior to construction. No construction of a fence shall commence without the prior written approval. DEVELOPER or LLHA will specifically avoid fences on adjoining lots that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences of adjoining lots will be avoided.
12. LLHA shall be responsible for the maintenance of all drainage areas originally maintained by the Developer.
13. All the dwellings on any lot shall be limited to single family residential use.
14. No building shall be located on any lot nearer than fifty (50) feet to its front property line (ROW, not street curb) or any side street nor twenty-five (25) feet to any side lot or property line nor nearer than fifty (50) feet to the rear property line.
15. The improvement erected on each lot shall have a minimum of 1500 square feet as defined by the following ANSI standard:

The measurement of square footage in each of the above-described improvements shall be calculated per ANSI standard Z765-2003 and is to be exclusive of porches, basements, or unfinished rooms, breezeways, garages, and similar areas. All square footage shall be considered to mean enclosed, heated living area. In the event of any question as to the amount of square footage of enclosed living area, the decision of the DEVELOPER or LLHA shall be final.
16. Any building or structure of any kind constructed on any Lot shall have full masonry foundations and no exposed block. Concrete or plastered foundation shall not be exposed to the exterior above grade level. All exposed concrete foundations or retaining walls must be covered with stone, brick stucco or other natural or artificial masonry materials that have the appearance of brick, stone or stucco.
17. An eighteen (18) inch satellite dish may be approved by the DEVELOPER, or by LLHA after full transfer of control (or Architectural Review Committee) subject to requirements regarding location and screening which it may impose.
18. Only Fences of approved by the DEVELOPER or LLHA shall be permitted.
19. Pet owners are responsible for clean up of their pets, and implementing appropriate restrictive measures (muzzles, etc.) for pets that are deemed to be a nuisance (excessive barking, etc.).
20. Submittal of specifications and of house plans, plot plan (showing set back dimensions), drainage, and landscaping plan to DEVELOPER (or later LLHA) prior to construction is required. All setbacks outlined in the subdivision covenants and by-laws must be met, as set forth hereinabove. Single Family homes are: front or side to street property line

50 ft., side lot property line 25 ft., rear property line 50 ft. Any changes to the above plans or plot must be approved by the DEVELOPER or by LLHA after transfer of control prior to implementing the change.

21. All dwellings must meet the minimum square footage requirements as stated in the attached Covenant Pocket Guide and shall be calculated per ANSI Standard Z765-2003. In summary this is inside heated and cooled square footage.
22. Front and sides of house must be of brick, stone, or stucco, fiber cement siding, cedar shake, or other natural or artificial masonry materials that have the appearance of brick, stone, stucco, or log cabin style. Fiber Cement Siding may be used on rear of house. No exposed concrete, cinderblock, or any other form of foundations is allowed.
23. Retaining walls must be of brick, stone, or dry seam architectural stacking blocks.
24. Each residence must be served by a driveway constructed of hard surface materials such as asphalt, concrete, brick, exposed aggregate or pre-cast pavers for at least the first 75 feet from the road. After 75 feet, gravel may also be used for the driveways. All other hard surface materials must be approved by the DEVELOPER or LLHA.
25. Front yards must be sodded and have automated in ground, irrigation. Side and back yards may be seeded. Landscaping plan should have at least a dozen (12) three (3) gallon plants and three (3) five (5) gallon plants.
26. All construction must be completed within twelve (12) months from the date of poured footings.
27. Contractors who are licensed in Tennessee must perform all construction work. Approval for specific contractors must be obtained from the DEVELOPER.
28. During the construction phase, a lot owner must comply with the following: Gravel in the area of the driveway must be laid early in the construction to prevent it from being tracked on the main streets. Any mud or debris must be removed from the subdivision streets immediately.
29. A construction dumpster is required to be on site until construction is complete. The building site must be keep clean of debris. Debris blown into street or neighbor's yards must be removed immediately without neighbors having to complain. Any damage to roads, Common Properties, or property owned by others caused by the owner or owner's contractor or other parties providing labor or services to the owner shall be repaired by the Owner or in default of the Owner's performance, at the Owners expense.
30. Silt fencing or hay bales, where needed, must be installed adjacent to street and/or run around the perimeter of the lot.

31. Concrete deliveries are to be ordered one yard short of truck capacity to minimize spilling when entering the steep hills in the subdivision. Any wash down from concrete trucks shall not be left on roads nor deposited on any other property in the subdivision.
32. Restroom facilities (portable toilet) must be made available on your building lot during the entire period of Construction and must be located a minimum of 10 feet off the road.
33. If for any reason any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but are severable, and one would have been adopted even without the others.
34. It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed lots, and are in no manner whatsoever intended to apply to any other lots, tracts, or parcels of land in the area or vicinity owned by DEVELOPER, LOST LAKE CIRCLE, LLC.

#### **THE LAKE AND GATED ACCESS**

1. Entry codes will be provided with the lot.
2. Speed limit signs may be posted by the DEVELOPER and LLHA. The State of Tennessee rules of the road shall apply.
3. LLHA shall have an access and maintenance easement for security cameras and street lights maintained by the LLHA. Location and placement of the same shall be solely and strictly at the discretion of the DEVELOPER, and thereafter, LLHA.
4. Any type of non-motorized boat will be permitted on the lake. Motorized craft are strictly prohibited. All boating and swimming activities shall be under adult supervision, and all proper safety rules shall be observed. Use of the lake shall be at one's own risk. All lot owner's adjoining the lake shall have an easement for access thereto. Owner's not adjoining the lake must use the access designated by DEVELOPER, and thereafter LLHA.
5. DEVELOPER and later, LLHA, will be responsible for stocking the lake with fish. Fishing is permitted to the owners and their guests. DEVELOPER and LLHA may restrict the equipment and baits or lures used by anglers.
6. Each lot in the subdivision for the lake shall have access to the lake for recreational activities. Lot \_\_\_ on the plat of Lost Lake Subdivision aforesaid, is designated as a community lot for use and access of the lake by owners of lots which do not front on the lake. LLHA will construct and maintain a community dock and facilities on this community lot. LLHA will make special assessments against these owners for the improvement of these community structures on this lot from time to time, as necessary.

7. Owners of lots fronting the lake shall submit plans for approval from LLHA for any docks, ramps, and other boating structures used for accessing the lake from their lot.
8. LLHA also agrees to landscape and maintain the lake and the area surrounding the lake that is used as a retention pond for Lots 1 - 38. All of such landscaping and maintenance of the lake, the lake property, and subdivision drainage areas shall be subject to the following terms and conditions: (i) the pond shall be maintained in a manner which conforms with any and all applicable zoning, health, environmental or other laws, statutes, ordinances, or regulations affect the pond property.
9. No hunting on the subdivision lands with a bow or gun of any kind shall be permitted. Bird watching and photography is encouraged.

Each and every one of the aforesaid covenants, conditions and restrictions shall attach to and run with each and every of the said lots of land and all titles to, and estates therein, shall be binding upon each and every owner and occupant of the same until January 1, 2026, and shall be extended automatically to apply to each of said lots for successive periods of ten (10) years unless removed by action of a minimum of sixty-six and two thirds percent (66.6%) of the then owners of the lots. It is agreed that to change said covenants in whole, or in part, that an instrument evidencing such action must be in writing and shall be duly recorded in the registers office of Hamilton County, Tennessee. Neither the undersigned nor any party or parties claiming under them shall convey, devise, or demise any of said lots or any part of the same except as being subject to the said covenants, conditions and restrictions, and the obligation to observe and perform the same. These covenants, conditions, and restrictions shall run with and be appurtenant to said land and every part thereof as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract or conveyance of or concerning any part of said land or the improvements to be thereon.

Providing, that in the event of violation of setback lines, either side, front or rear, which may be minor in character, as determined at the sole discretion of the DEVELOPER, a waiver thereof may be made by DEVELOPER, its successors or assigns.

If the undersigned or any party or parties owning any of the lots shall violate or attempt to violate any of the covenants or restrictions herein provided before January 1, 2028, or within the extended time as herein before provided, it shall be lawful for DEVELOPER, its successors or assigns, or any person or persons owning any lot or lots in the Subdivision to initiate any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or conditions, and either to prevent him or them from so doing, or to recover damages or other dues for such violation, including reasonable attorneys fees.

**LOST LAKE CIRCLE, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, the undersigned, a notary public within and for said county and state, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the \_\_\_\_\_ of LOST LAKE CIRCLE, LLC, the within named bargainor, and he as such \_\_\_\_\_, being duly authorized so to do, executed and foregoing instrument for the purposes therein contained, by subscribing thereto the name of the corporation by himself as \_\_\_\_\_.

WITNESS my hand and notarial seal at my office in \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My commission expires: