

EAST SHORES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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EAST SHORES
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
As Amended and Revised

THIS DECLARATION, Made this _____ day of _____, 19____, by East Shores Homeowners Association, Inc., hereinafter referred to as "Association":.

WITNESSETH:

WHEREAS, Association is an Association of the owners of certain property in the City of Lakeland, County of Shelby, State Of Tennessee, which is more particularly described as follows:

Lots 1 through 47, both inclusive, as shown on the Plan of East Shores, Phase I, recorded in Plat Book 96, Page 17, in the Register's Office of Shelby County, Tennessee, or any other subdivision thereof as herein provided;

Lot 1a, as shown on the Plan of East Shores, Phase II, recorded in Plat Book 127, Page 7, in the register's Office of Shelby County, Tennessee, to which Plat references made for a more particular description: and,

Lots 48 through 69, both inclusive, as shown on the Plat of East Shores, Phase III, recorded in Plat Book 138, Page 79, in the Register's Office of Shelby County, Tennessee, to which Plat references is made for a more particular description, and,

WHEREAS, the original Developer, Lakeland Development Corporation in order to provide for the preservation of the values and amenities in said community and to this end and did subject the real estate described above to the covenants, restrictions, easements, charges and liens as originally recorded within the Plats above described, which Covenants according to the original recordation were and remain subject to amendments and,

WHEREAS, the successor owner of all common areas and amenities, East Shores Homeowners Association, Inc., being the heir and successor to all lien rights and obligated to enforce all covenants, restrictions, easements, charges, and liens has from time to time amended the original covenants as herein provided and by these present wishes to publish, declare, and record the East Shores Declaration of Covenants, Conditions, and Restrictions AS AMENDED AND REVISED: and

NOW, THEREFORE, East Shores Homeowners Association, Inc., hereby declares that all of the real property described above shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied, subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") as revised and amended as hereinafter set forth;

ARTICLE I
DEFINITIONS

The following words, when used in this declaration, shall have the following meanings:

Section 1. "Association" shall mean and refer to East Shores Homeowners Association, Inc., a corporation incorporated under the laws of the State of Tennessee, its successors and assigns, provided, however, in the event of termination or dissolution of the corporation the term shall collectively refer to an unincorporated association of all lot owners of the subdivision herein described with all of the powers and obligations described to the corporation.

Section 2. "Property" shall mean and refer to that certain real property herein above described and such additions thereto as may be brought within the jurisdiction of the Association.

Section 3. "Developer" shall mean and refer to the original developer, Lakeland Development Corporation, its successors and assigns.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary Declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 5. "Lot" shall mean and refer to the following plots of land; those plots of land designated with numbers 1 through 47, both inclusive, as shown on the Plan of East Shores, Phase I, recorded in Plat Book 96, Page 17, in the Register's Office of Shelby County, Tennessee, or any other subdivision thereof as herein provided; the plot of land designated as number 1A, as shown on the Plot of East Shores, Phase II, recorded in Plat Book 127, Page 7, in the Register's Office of Shelby County, Tennessee, or any other resubdivision thereof as herein provided; those plots of land designated with numbers 48 through 69, both inclusive, as shown on the Plan of East Shores, Phase III recorded in Plat Book 138, Page 79, in the Register's Office of Shelby County, Tennessee, or any other resubdivision thereof as provided; and those plots of land which shall be designated in all other future phases of development of East Shores Subdivision.

Section 6. "Member" shall mean and refer to every person who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchases at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "Residential Community" shall mean the development know as East Shores, including all additions thereto and any other area accepted by the Association provided these Covenants, Conditions and Restrictions as amended are duly affixed and recorded thereon.

Section 10. "Common Area" shall mean all Real property, easements and property rights owned or assigned to the Association for the common use and enjoyment of the Members of the Association.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners easements of enjoyment Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to dedicate or transfer all of any part of the Common Area including, without limitations, roads, and easements, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of the Members agreeing to such dedication or transfer has been recorded. Any such dedication or transfer would be subject to the approval of said agency, authority or utility.

B. The right of the Association to suspend any enjoyment rights of any Member for any period in which any assessments remain unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations unless said infraction is of a continuing duration in which case the suspension, at the discretion of the Association, may be for the duration of the infraction.

C. The right of the Association to protect and maintain the private easements and rights-of-way on, over and across all Lots.

D. The right of the Association, but not the obligation, to protect, maintain and inspect the security area improvements and the perimeter fence, and gate, within the Residential Community.

E. The right of the Association to regulate the location of all improvements, parking, and motorized and non-motorized vehicular traffic.

F. The right of the Association to borrow money for the purposes as provided for herein.

Section 2. Roads and Easements The roads and private easements noted within East Shores are, and shall remain, private roads and easements, and have not been dedicated to the City of Lakeland, or any other governmental body. By remaining private, the responsibility for payment of maintenance and repair expenses for said roads and easements shall remain the responsibility of the individual Lot Owners and be paid for by assessments levied by the East Shores Home Owners Association, Inc. as provided herein.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

The following Sections of this Article III shall apply to the membership in the Association as that term is defined in Article I, Section 1 hereof.

Section 1. Members Every person who is the record owner of a fee or undivided fee interest in any Lot within the Property shall be a Member of the Association provided, however, that anyone who holds such interest solely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Residential Community known as East Shores. Ownership of such Lot shall be the sole qualification for membership. In the event that a husband and wife or multiple parties or the registered owners of a lot, they shall collectively be the owner and entitled to one vote for each lot owned.

Section 2. Voting At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or by the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any lot which is owned by more than one person may be exercised by any of them present at any meeting unless there is an objection voiced by the co-owner. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner and mode in which the vote for such membership shall be cast on any particular questions, then such vote shall not be counted for purposes of deciding that question. No Members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 3. Proxies A Member may appoint any other Member or any other person permitted by law or by the By-Laws as his proxy. In no case may any Member cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

Section 4; Quorum The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum, and the question of lack of quorum is raised, no business may thereafter be transacted.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, at the time of acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed or other conveyance, is deemed to covenant and agree to pay to the Association:

- A. Annual or monthly assessments or charges.
- B. Special assessments for capital improvements or repairs, such assessments to be fixed, established and collected from time to time as hereinafter provided.
- C. Emergency assessments as provided for in the By-Laws, such assessments to fixed, established and collected from time to time as hereinafter provided.

Developer is responsible for the initial capital improvements for development of the Property; as shown on the subdivision Plats of Record as hereinbefore vested: provided however, the Association at its descretion may elect to assume anyone or more functions of the Developer as it shall determine at its discretion. The annual, special and emergency assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be continuing lien upon the Property against which each assessment is made. Each such assessment, together with such interest, costs, and reasonable attorneys' fees, shall also be the personal obligations of the Lot Owner, regardless of when the assessment fell due.

Section 2. Proportionate Share of Assessment and Carrying Charges of the Association. All assessments for the purposes as herein provided shall be assessed equally among all Lot owners according to the number of lots owned by them.

Section 3. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association a sum (hereinafter sometimes referred to as "Assessments" or "Carrying Charges") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors to meet its annual expenses, payable either in monthly annual installments as so determined by the Board of Directors, including, but in no way limited to, the following:

A. The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and

B. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

C. The cost of extended liability insurance and the cost of such other insurance as the Association may determine; and

D. The cost of funding all reserves established by the Associations, including, when appropriate, a general operating reserve and/or reserve for replacements; and

E. The estimated cost of repairs, maintenance and replacement of the roads, easements and improvements to Common Areas as called for herein.

The Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessments, but may do so at more frequent intervals should circumstances so require. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

Section 4. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary provided that such assessment shall have the assent of the Members representing two thirds (2/3rds) of the total number of votes eligible to be cast. A meeting of the appropriate Members shall be duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 5. Emergency Assessments. In the event of any emergency situation, condition or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this Section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such payment shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata, as provided for elsewhere herein, by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

Section 6. Non-Payment of Assessments. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns; and all subsequent Owners, their heirs, devisees, personal representatives and assigns. The personal obligation of the Members to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to the By-Laws; or any installment thereof may be maintained without foreclosing or waiving the lien herein and by the aforesaid statute created to secure same.

Section 7. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 8. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except as herein limited.

Section 9. Subordination and Deed of Trust Protection. Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot in the Residential Community shall be subordinate to, and shall in no way affect the rights of the holder of any indebtedness secured by any recorded deed of trust upon such interest made in good faith and for value received, provided however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure, and shall not in such instance apply to claims for a share of such assessments or charges resulting from a reallocation or such assessments or charges to all Lot owners, including the encumbered Lots. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such deed of trust (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment.

Section 10. Additional Default. Any recorded deed of trust secured by a Lot in the Residential Community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such deed of trust (or the indebtedness secured thereby) but failure to include such a provision in

any such deed of trust shall not affect the validity or priority thereof, and the protection extended to the holder of such deed of trust (or the indebtedness secured thereby) by reason of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE V
COVENANTS AND RESTRICTIONS FOR BUILDING IMPROVEMENTS

Section 1. Architectural Control. No improvement or change, including, but not limited to, the construction, alteration or erection of any structure, terrain change, fence, driveway, walkway, landscape screening, mailbox, outdoor lighting fixtures, sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, boat dock, sea wall, or fencing shall be commenced, erected, placed or permitted on any Lot until the plans, specifications and specific location (including elevation) of the said improvement or change has been approved in writing, or the requirement for such approval has been waived in writing, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. No chain link or wire fences will be approved. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. The Board reserves the right to require submission of designs, material selections and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. Such plans and specifications shall be in such form and shall contain such information as may be required by the architectural committee, but, in any event, shall include (i) a side plan of the Lot showing the nature, exterior, color scheme, kind, shape, height, materials, and location with respect to said Lot section (including proposed front, rear and site setbacks) of all structures, fences, or barriers, and location of all parking spaces and driveways on the Lot and (ii) grading and landscaping plans for the particular Lot. The Board shall have authority to specify the location and type of a street light to be located on each Lot and paid for and perpetually maintained by the Owner thereof.

Before house plans, specifications and designs as required in this section shall be submitted for approval, same must be completed in detail. All outside elevations must be shown, as well as interior design, including materials used. All homes with wood siding or wood trim must be either painted or stained. Basic landscaping plans must be submitted along with house plans.

If any improvement or change requiring approval shall be undertaken on a lot, and said approval has not been obtained from the Board of Directors or its Architectural Committee, or if any improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a lot, said improvement or change shall be deemed to have been undertaken in violation of these covenants, and upon written notice from the Board of Directors or its Architectural Committee, any such improvement or change deemed to be in violation shall be removed or altered

so as to extinguish such violation. If, thirty (30) days after the notice of such violation, the Owner or Owners of the Lot in question shall not have taken reasonable steps toward the removal or alteration of same, the Board, its representative, or committee, shall have the right, through its agent, to enter said violation, and the costs thereof shall be a binding obligation of the Owner as well as a lien on the Lot in question upon the recording of such with the Office of the Register of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any deed of trust. The Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot, and the maintenance, construction or alteration of structures thereon, are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspections.

Upon completion of any improvement or change on a lot undertaken and completed in accordance with plans and specifications approved by the Board of Directors or its Architectural Committee, and upon written request of the Owner or Owners of such lot, a certificate of compliance shall be issued in a form suitable for recordation. Preparation and recording of such certificate shall be at the expense of the Owner or Owners of such Lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer such certificate shall be conclusive evidence with all improvements and changes described therein comply with all requirements of the Association or of this article.

Neither the Board of Directors, nor its Architectural Committee, nor any architect or agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 2. Square Footage Requirements. No structure shall be erected, placed, altered or permitted to remain on any Lot other than one detached single-family dwelling and its related service buildings. The minimum heated floor area of a single-family residence on a lakefront lot, exclusive of one-story open porches and garages shall be 4,000 square feet, and 3,500 square feet on an offshore lot. On both lakefront and offshore lots, the primary living floor must have a minimum of 2,000 square feet of heated floor area. No residence shall contain more than two stories plus a basement.

Section 3. Setback Lines. Setback lines shall be no less than those required by the City of Lakeland regulations and no less than those shown on the plat of the outline and final plans of record in any phase or phases of the subdivision constituting East Shores as herein before, more particularly described in the Register's Office of Shelby County, Tennessee, unless authorized by the Board of Directors in writing. The Board of Directors reserves unto itself, its successors and assigns, the right to control absolutely the precise site and location of any house or other structure upon all Lots in the subdivision. Such location shall be determined only after reasonable opportunity has been afforded to the Lot Owner to recommend a specific site.

Section 4. Parking. Unless approved in writing by the Board of Directors of the Association all homes must have a 2 car garage (minimum). The garage must be a minimum of 20 feet wide. No less than four (4) parking spaces shall be provided on each lot. The driveway (main) must be a minimum of 20 feet wide. All driveways must be paved with either asphalt or concrete. There is to be no overnight parking on the street.

Section 5. Right-of-Way Obstructions. Excluding mail boxes, Association-owned property and natural or approved vegetation, no obstruction shall be allowed within ten (10) feet of any right-of-way.

Section 6. Equitable and Legal Recourse. The Association or Owner of any Lot contained within the Residential Community shall have the right to enforce by any proceeding at law or inequity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any Deed to any Lot or unit in the subdivision. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Section 7. Resubdivision Limitations. In the event a Lot is resubdivided, the remainder must have 17,500 square feet and all front, rear and side site setbacks remain the same.

Section 8. Construction Requirements. In order to build in the East Shores subdivision, a lot owner must:

- A. Maintain a trash dumpster on the lot, which shall be placed on the lot prior to construction.
- B. Keep the lot free of all trash and loose construction material.
- C. Maintain a porta-toilet on the lot, which shall be placed on the lot prior to construction.
- D. Provide a water hook-up prior to construction.
- E. Provide an electrical hook-up prior to construction.
- F. Install a hay bale wall and silt fencing to prevent erosion on all boundaries adjacent to the properties of others, to the street and the lake. Install a hay bale at any individual areas off the lot where construction is being performed where drainage problems exist or where eroded ground could reach the lake.
- G. Pay to the Association a \$2,500 construction deposit to insure that the above requirements are conformed to throughout construction. Any requirements not performed by the builder\owner, including, but not limited to repairs to streets and curbs, will be performed by the Association and deducted from this deposit. This deposit is refundable, less fees, deducted in

accordance with the Architectural Committee's Non-Conformance Penalties, upon completion of the house and issuance of the occupancy permit.

H. Prior to any site preparation for construction on a lake front lot, the lot owner must erect a sea wall or establish a sand beach. The A thru G requirements noted above apply for a sea wall construction preceding full house construction by more than one year.

Furthermore, all lot owners building in the East Shores subdivision shall comply with all decisions made by the Architectural Committee, and shall advise all construction workers that all construction vehicles and equipment must enter an exit the property via the entrance off See Tick Road.

ARTICLE VI COVENANTS AND RESTRICTIONS FOR USE

Section 1. Residential Use. No lot shall be used except for private residential purposes.

Section 2. Prohibited Uses and Nuisances. In order to provide for congenial occupancy of the homes within East Shores and to provide for the protection of the values of the entire Development, the use of the residences shall be in accordance with the following provisions:

A. No temporary building shall be erected on any Lot except during construction, and must be removed after construction is completed.

B. No design shall be approved wherein a garage faces the street unless a variation shall be allowed by the Architectural Committee. Garages must be enclosed and have automatic door closers. Garage doors are to be kept closed when possible for security and appearance.

C. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.

D. No advertising signs (except one of, not more than five (5) square feet "for rent" or "for sale" sign per parcel), billboards unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No manufacturing, trade commercial or industrial activities shall be conducted in any building or in any portion of said Property; (routine "home office" business activities, use of facsimile, telephone, and computer equipment for the purpose of business communications are

permitted within the confines of each individual residence, providing activity is restricted to internal functions) and not additional traffic and/or parking permitted.

E. All equipment, garbage cans, yard service equipment, stacks of firewood, storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring homes, streets, or the lake. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. All garbage disposal containers must be placed in receptacles approved by the Association. Outside clotheslines are prohibited. Bathing suits, towels, etc. cannot be hung outside.

F. With Architectural Committee written approval DSS Antenna not to exceed 22 inches may be erected, but no other exterior television or radio antenna or disc of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon the Property.

G. No action shall be taken at any time by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

H. No recreational vehicles, (other than guest of homeowners for no more than seven (7) days), or commercial vehicles, including, but not limited to, boats, boat trailers, house trailers, motorcycles, trucks, (other than pick-up), or similar type items shall be kept other than in a garage and screened from view of adjoining neighbors and the street.

I. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants, which die, shall be promptly removed from such lots. Until a residence is constructed on a Lot, Association, at its option and its discretion, may have the Lot mowed and have dead trees and debris removed from such Lots, and the Owner of such Lot shall be obligated to reimburse Association for the cost of such work should Owner refuse or neglect to comply, within thirty (30) days after receiving a written notice of the violation from the Board of Directors, with the terms of this paragraph.

J. No obnoxious or offensive trade or activity shall be carried on upon any Lot in this subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the subdivision.

K. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.

L. No trailer, basement, tent, shack, barn or other building erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

M. The Association reserves unto itself the right to impose additional and separate restrictions as needed at the time of sale of any of the Lots sold in this subdivision, which said restriction may not be uniform, but may differ as to different plots.

N. There shall be no violation of any rules which may be from time to time adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby authorized to adopt such rules.

O. It is understood and recognized that the City of Lakeland, the County of Shelby, and or the State of Tennessee has Statues and Ordinances applicable to all lot owners and the Association may from time to time enforce these city, county and state regulations as covenants and restrictions in keeping with the overall objectives of the Association to provide for congenial occupancy of the homes within East Shores and to provide for the protection of the values of the entire Development.

Section 3. Maintenance. Each Owner shall be responsible for the maintenance and painting of all improvements to the land within the Owner's lot. Property shall be kept in a neat and well cared for manner prior to building. Grass must be cut when needed or growth is a maximum of no more than one (1) foot high. Additionally, each owner shall be responsible for the maintenance and repair of that portion of curb located within the right-of-way, which is contiguous to the Owner's Lot. Also, additionally, each owner of a lakefront lot shall be responsible for the maintenance and repair of the lot's sea wall to keep the sea wall in it's original approved structural condition i.e., height, vertical position and soil support integrity to prevent soil erosion, etc. Exterior of any home, including basic landscaping, must be completed with one (1) year from the beginning of construction.

In the event the Owner of any Lot shall fail to maintain the premises and the improvements situated thereon, including, without limitation, the aforementioned curb, sea wall, sidewalks, in a manner and time period reasonably satisfactory to the Board of Directors, and in keeping with other Lots, the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agent and employees, to enter upon said Parcel and to repair, maintain and restore the Lot and building improvements and any other improvements, such as, sea wall, fence, etc. erected thereon. The cost of said maintenance shall be binding obligation of the Owner as well as a lien on the Lot in question upon recording of such notice with the Office of the Register of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinated to the lien of any deed or trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees and interest from the date of any expenditure at the maximum legal rate allowed in the State of Tennessee.

Section 4. Dangerous Animals Prohibits

A. Definition of dangerous animal

"Dangerous animal" means the following

(1) Any animal which is classified within Class I or II of Tennessee Code Annotated Section 70-4-401.

(2) Any animal having a disposition or propensity to attack or bite any person or animal, or any animal which has been trained to attack on command.

(3) Any pit bull dog, which is defined to mean any and all of the following dogs:

- a. The Staffordshire Bull Terrier breed of dog
- b. The American Staffordship Terrier
- c. The American Pit Bull breed dog
- d. Dogs which have the appearance and characteristics of

being predominantly of the breeds of dogs known as Staffordshipre Bull Terrier, American Pit Bull Terrier, or American Staffordshire Terrier.

B. Prohibition of Dangerous animals

Except as provided elsewhere in this Declaration, no person shall own, keep, or harbor any pit bull dog, in the East Shores Subdivision, or any other animal declared to be a dangerous animal in accordance with ARTICLE VI, Section 4.

ARTICLE VII LAKE PRIVILEGES

Section 1. Lake Use The owner of each Lot in the subdivision, or any additions thereto, shall have the privilege of using the Lake for recreational purposes, subject to Exhibit "A" Lake Rules and Regulations, and to the following limitations:

A. Only one pier may be erected for each lake front residential lot. The design and plan for pier construction must be approved in the manner herein provided for the approval of location, design and erection of houses. This paragraph does not apply to off-shore property owners, but these property owners may enter the lake at the Association's Marina ramp.

B. No sewage or waste disposal shall be permitted to enter the lake.

C. No inboard or outboard motor boat, having in excess of 10 h. p. shall be used in the lake.

D. No owner shall permit any person, except members of the owner's family or house guest, or other owners of lots, to use boats or docks placed by a non-owner of the lake.

Section 2. Assessment.

A. All assessments or fees due to Lakeland Development Corporation, its successors and/or assigns for use/maintenance to the lake are matters entirely between the lot owners and Lakeland Development Corporation and its successors or assigns.

ARTICLE VIII EASEMENTS

Section 1. Common Area.

A. The common area shall be for the common use of the Association and its members, subject to the rules and regulations adopted by the Association Board of Directors.

B. The area consisting of the Pavilion and Marina as shown on Exhibit B is a Common Area owned by the Association and shall be for the common use of the Association and its members, subject to the rules and regulations adopted by the Association Board of Directors.

Section 2. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant), such licenses, easements and/or right-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains underground conduits and/or such other purposes related to the provision of public utilities and the common services to the Residential Community as may be considered necessary, appropriate or desirable by the Board of Directors for the orderly maintenance, preservation and enjoyment of the Common Areas or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots.

Section 3. General Easement. The Association reserves the right and easement to the use of the Common Areas and any Lot or portion thereof, as may be needed for repair, maintenance, or construction on such Lot or any other Lot or the Common Area.

Section 4. Ingress and Egress. An easement is hereby granted to all police, fire protection, ambulance, garbage collection and U.S. Postal Service persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents employees and to any management company selected by the Association to enter in or to cross the Common areas and any dwelling or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

ARTICLE IX INSURANCE

Section 1. Casualty Insurance. There is imposed on the Owner of each Lot the obligation to carry in full force and effect casualty insurance in limits for the replacement value of Lot improvements thereon. Insurance on the Common Area shall be carried and paid for by the Association.

Section 2. Damaged or Destroyed Dwelling. The right is given to the Association to require the owner of a damaged or destroyed dwelling to make repairs or replacements in order to restore dwelling to its condition prior to the damage or destructions, including the right to require that insurance proceeds paid to the Owner because of said damage or destruction be applied to the repair or replacement.

ARTICLE X GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member of the records of the Association at the time of the mailing.

Section 2. Enforcement. The Association, or any member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver or the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 3. Severability. Invalidation of any of these covenants or restrictions by judgments or court shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 4. Amendment and Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is

recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. Any amendment must be properly recorded.

