

WOODLAKE

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

4TH Civil District of Claiborne County, Tennessee

BLUEGREEN CORPORATION OF TENNESSEE, Owner and Developer (“Developer”), has executed and caused to be recorded this Declaration of Protective and Restrictive Covenants (“Declaration”) for the benefit and protection of owners of the Woodlake Subdivision (the “Community”):

WHEREAS, the Developer is the owner of the real property described in Article 1 of this Declaration, and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Community and for the maintenance of said amenities and other common facilities; and, to this end, desires to subject and real property described in Article I, together with such additions as may hereafter be made thereto (as provided in Article I) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering the enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Tennessee, a nonprofit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the real property described in Article 1, and such additions thereto as may hereafter be made pursuant to Article 1 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth:

ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS

Section 1. **Existing Property.** The property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is shown on plat made by Parson’s Engineer, filed of record in the Register’s Office for Claiborne County at Tazewell, Tennessee, in Plat Book 3, Page 84, on April 16, 1997. All of said property is incorporated herein by reference, and all of which real property shall hereinafter be referred to as “Existing Property.” The Developer is owner of this “Existing Property” in fee simple.

Section 2. **Additions to Existing Property.** Additional lands may become subject to this Declaration in the following manner;

2.1 **Additions in Accordance with a General Plan of Development.** The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are in accord with a General Plan of Development prepared prior to the sale of any Lot in the Proposed addition and make known to every purchaser (which may be done by brochure delivered to each purchaser) prior to such sale.

Such General Plan of Development shall show the proposed additions to the Existing Property and contain: (1) a general indication of size and location of additional development stages and proposed land uses in each; (2) the approximate size and location of common properties proposed for each stage; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses. Unless otherwise stated therein, such general plan shall not bind the Developer, its successors and assigns, to make additions, or to adhere to the Plan in any subsequent development of the land shown thereon, and the General Plan shall contain a conspicuous statement to this effect.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added properties and as such are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within this Existing Property.

ARTICLE II – ASSOCIATION

Section 1. **Membership and Voting Rights.** (a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, improvement or Unit which is subject to covenants of record or to assessment by the Association shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

A Member shall be all those owners as defined in Section 1, including the Developer. All Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 2. **Bylaws** The bylaws of the association are as follows:

2.1 **Officers**

2.1.1 **Executive Officers.** The Executive Officers of the Association shall be President, a Vice President, a Secretary, an Assistant Secretary, and a Treasurer. The first

President shall hold office for five (5) years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors (the "Board"). They shall take office immediately after election. The Officers of the Association for the first (5) five years need not be Members of the Association, if they are nominated by the Developer. Thereafter, they shall be both Members of the Board of Directors and Members of the Association.

2.1.2 **President.** Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be ex officio a Member of all committees.

2.1.3 **Vice President.** The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

2.1.4 **Secretary.** The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the Members' meeting in books provided for that purpose; he shall have custody of such books and papers as the Board may direct; he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

2.1.5 **Treasurer.** The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation and shall perform all duties incident to the Office of Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board of the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board may require.

2.1.6 **Subordinate Officers.** The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

2.2 **Board of Directors**

2.2.1 **Number of Directors.** The business and affairs of the Association, including the employment and dismissal of personnel, shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than forty (40) Members. The first Board of Directors need not be Members of the Association. Thereafter, all of the Board shall consist of Members of the Association. At the inception of the Association, the Board shall consist of three persons named by the Developer, and thereafter the number of Directors shall be fixed by the Association Members.

2.2.2 **Executive Committee.** The Board of Directors may elect from their number an Executive Committee consisting of not less than three (3) Members of the Board, which committee shall have all the powers of the Board of Directors between meetings, regular

or special. The President of the corporation shall be a Member of and shall be chairman of the Executive Committee.

2.2.3 **Regular Meetings.** The Board shall meet from the transaction of business at such place as may be designated from time to time.

2.2.4 **Special Meetings.** Special Meetings of the Board of Directors may be called by the President or by two (2) Members of the Board for any time and place, provided two (2) days notice of the time and place of the meeting shall be given to each Member of the Board.

2.2.5 **Quorum.** The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors at the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

2.2.6 **Order of Business.** The Board of Directors may from time to time determine the order of business at its meeting.

2.2.7 **Chairman.** At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

2.2.8 **Terms of Board Members.** The first Board of Directors shall serve for five (5) years. The Members of the first Board of Directors are as set out in the Charter. Thereafter, they shall be elected by Members of the Association and shall serve for three (3) years.

2.2.9 **Annual Report.** The Board of Directors, after the close of the fiscal year, shall submit to the Members of the Association a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

2.2.10 **Vacancies in Board.** Whenever a vacancy in the membership of the Board shall occur, the remaining Members of the Board shall have the power, by a majority vote, to select a Member of the Association Club to serve the unexpired term of the vacancy.

2.2.11 **Compensation.** The Members of the Board of Directors or any committee of the Association shall serve without compensation, unless such compensation is approved, in advance, by a majority of the Members.

2.2.12 **Common Properties.** The Board of Directors may establish rules and regulations for the use and enjoyment of the Association's Common Properties.

2.3. **Meeting of Members**

2.3.1 **Annual Meetings.** There shall be an annual meeting of the Members of the Association at such place as may be designated, on the third Tuesday in January of each year if not a legal holiday, and if a legal holiday then on the next succeeding business day, at 11 a.m., for the transaction of such business as may come before the meeting. No notice shall be required for the annual meeting.

2.3.2 **Special Meeting.** Special meeting of the Members shall be held whenever called by the Board of Directors or by the holders of at least ten percent (10%) of all

votes entitled to be cast on any issue or ten Members, whichever is less. Notice of each special meeting, stating the time, place, and in general, terms the purpose or purposes of the special meeting, shall be sent by mail to the last known address of all Members at least ten days prior to the meeting.

2.3.3 **Voting.** Every Member may cast one vote, either in person or by proxy, for each lot owned in fee simple by that particular Member, solely or jointly (but not to exceed one vote for each lot), or by the corporation owning the lot or lots of which he is the one stockholder and Member authorized to vote.

2.3.4 **Quorum.** At any meeting of the Members a quorum shall consist of Members holding, jointly or solely, in fee simple or Members representing a corporation owning in fee simple a majority of the votes in the Community, present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

2.4 **Membership Rights**

2.4.1 **Membership Rights.** A Member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Association. A Member shall have no right, interest, or privilege which may be transferable to inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

2.4.2 **Commencement of Membership.** Approval applicant shall become the owner of real property in Woodlake, or the owner of stock in a corporation owning real property in Woodlake, or the corporation of which the applicant is a stockholder shall become the owner of real property in Woodlake, as the case may be.

2.4.3 **Membership Termination.** Whenever a Member shall cease to own real property in Woodlake, or shall cease to own stock in a corporation that owns real property in such Community, such Member shall automatically be dropped from the membership roll of the Association.

2.4.4 **Membership not transferable.** Each Member shall be entitled to a certificate or card of membership certifying to his membership, which shall be signed by the President, or Vice President, and by the Secretary of the Community. Membership certificates shall be issued in consecutive order in a certificate book and shall be numbered and registered in the number and order in which they are issued. Each such certificate shall be valid only when held by and registered in the name of a Member of the Association, and the certificate shall be subject to the Bylaws as amended or thereafter amended. No membership or certificate of membership may be sold, assigned, or transferred, voluntarily, by will, or by operation of law.

2.4.5 **Annual Dues.** Every Member shall be required to pay annual dues, the amount of which shall be determined by the Board of Directors and may be changed from year to year by a 2/3 majority vote of the Members. The annual dues shall be set at \$100.00 per lot owned, excluding the developer. The developer shall be exempt from payment of any dues, fees, or assessments herein.

2.4.6 **Purpose of Annual Dues.** The annual dues levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of

the Properties, and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purposes upon the Properties and for the use and enjoyment of the Common Area, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, maintenance, materials, management and supervision, security guards and patrol, the payment of taxes assessed against the Common Area, the procurement and maintenance of insurance related to the Common Area, its facilities and use in accordance with the By-Laws, the employment of attorneys to represent the Association when necessary, and such other needs as may arise.

2.5 Collection

2.5.1 Collection. The Association shall have a lien on all the lots or units in the Community to secure the payment of annual charges due and to become due, and the record owners, other than the Developer, shall be personally liable for said charges. Upon demand, the Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid charges against any lot or lots. The Association, may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lot for the benefit or better security of an mortgagee.

2.6 Loss of Property

2.6.1 Liability Disclaimed. The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any Member or the guest of any Member, or visitor, or other person.

2.7 Notice.

2.7.1 Notice. Whenever, according to these Bylaws, a notice is required to be given to any Member or Director, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Tazewell, Tennessee, in a postpaid sealed wrapper, addressed to such Member or Director at his address as the same appears on the books of the corporation, and the time when the notice is mailed shall be deemed the time of the giving of notice.

2.7.2 Waiver of Notice. Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

ARTICLE III- HOMEOWNERS REVIEW COMMITTEE

3.1 Composition. In order to preserve the architectural and aesthetic appearance, natural setting and beauty of the development, to protect and promote the value of the development, the property, the lost, the dwellings and all improvements thereon, no construction, improvements, or landscaping of any nature shall be commenced on any lot or improvement by any owner which affects the exterior appearance of any lot or improvement unless plans and specifications thereof have been submitted to and approved by the Homeowners' Review Committee (the "Committee"). At the annual meeting of the Members, the Members shall elect five (5) Members who shall compromise the Committee. The Committee will commence activities as soon as 100 lots have been purchased from the Developer. Until 100 lots have been purchased, the Developer will have the responsibility to assure that the following restrictions are met, and shall have and exercise the powers of the Committee. The original homeowner's

review committee shall consist of the Developer, its heirs, representatives and assigns. Upon formation, three-fifths of the committee members shall constitute a quorum for transaction of business (Article (II)). Meetings shall be held on an “as needed” basis. Meetings of the Committee will be announced a minimum of seven (7) days in advance.

3.2 Approval of Plans and Specifications. No construction, improvements, or landscaping of any nature shall be commenced on any lot or improvement by any person which affects the exterior appearance of any Lot, Unit or improvement unless plans and specifications thereof have been submitted to and approved by the Committee.

3.3 Procedure.

3.3.1 Prior to any building, improvement, or permanent landscaping, a copy of the plans shall be submitted to the Committee for review and approval. For the construction of improvements, two copies of written specifications, including the nature, color, type, shape, height and location of all exterior materials to be used in the construction of the improvements on such lot or any other improvements thereto, shall be submitted to the Committee for approval. One copy of the plans will be kept by the Committee for their records until completion of the project. The Committee retains the right to determine whether the plans and specifications, permanent landscaping, and the construction of improvements/structures, or improvements on any part of the property are acceptable.

3.3.2 After receipt of written request and submission of all documents, the Committee has fifteen days to approve or disapprove the plans. If a decision has not been made in the fifteen days, the owner has the right to request a final judgment within seven days. If such plans are not disapproved then within seven days, they shall be deemed approved. After approval, no alterations may be made to the plan without written consent of the Committee.

3.3.3 One copy of all plans, specifications and related data so submitted to the Committee shall be returned to the owner submitting the name marked “approved”, “approved as noted”, “disapproved”. The Committee has the right to disapprove any plans and specification upon any ground including purely aesthetic considerations, any failure to comply with any of the provisions of these restrictions, failure to provide requested information, objection to exterior design, appearance of materials, objection on the ground of incompatibility of any such proposed improvements on any such lot, objection to the landscaping plan for such lot or improvement, objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any improvement which would render the proposed improvement inharmonious with the general plan of the development. The Committee has the right to approve any submitted plans and specifications with conditions or stipulations by which the owner of such lot or improvement shall be obligated to comply and must be incorporated into the plans and specifications for such improvement or dwelling.

3.4 Right to Legal/Architectural Advice. The Committee holds the right to retain professional legal and/or architectural advice if so deemed by a majority vote. If the homeowner is not present at the Committee meeting, he or she will be notified prior to any expenditure. The property owner seeking approval of plans or specifications will be responsible for any fees not to exceed \$200.00.

3.5 **Variances.** The Committee, in its sole and absolute discretion, has the exclusive right to grant variances and exceptions to any restriction with respect to any lot or improvement.

3.6 **Commencement and completion of Construction.** Upon commencement of construction of any improvement, construction work thereon shall be completed within eighteen months of the commencement date.

3.7 **Enforcement and Remedies.** In the event any of the provisions or restrictions described herein are breached, the Committee has the right at their option to enjoin any further construction on any lot or improvement and require the removal or correction of any work in place which does not comply with the plans and specifications approved by the Committee. All costs and expenses incurred by the Committee in such matters shall be paid by the owner. The Committee decisions shall be final and binding.

3.8 **Liability.** The Committee will have no liability of any nature whatsoever for any damage, loss or prejudice suffered, claimed, paid or incurred by any owner on account of (a) any defects in any plans and specifications submitted, reviewed or approved, (b) defects, structural or otherwise, in any work done according to such plans and specifications submitted, or (c) the approval, failure to approve, or the disapproval of any plans, drawings, specifications or other data submitted.

ARTICLE IV- DEVELOPMENT AND USE RESTRICTIONS

Section 1. Development and Use Restrictions.

1.1 **Residential.** Each Lot shall be used for single-family residential purposes only. No trade or business of any kind may be carried on in or from any Lot. No Lot may be subdivided to create additional Lots. No one other than the Developer may use any Lot, portion of a Lot, or property within the Development as a means of access (by easement, license, or any method) to any other Lot or property. This article shall not be construed to interfere with normal home occupation or the owner's right to rent said premises.

1.2 **Trees.** No person may cut at any time any trees measuring six inches or more in trunk diameter without the written consent of the Committee, unless such tree is located within twenty feet of the approved building site. No trees may be removed from any lot without the written consent of the Committee until the owner is ready to begin construction. The only exception to this restriction is that if the tree is damaged by lightening, wind, or other natural causes and poses a threat to the property.

1.3 **Height Limitations.** The height of all improvements shall be compatible with all other improvements adjacent to such Lot, Unit or improvement. No improvement shall exceed three and one-half (3 1/2) ground stories in height, measured from the finished grade of a Lot in the front of the improvement facing a street or roadway.

1.4 **Minimum Living Space.** The minimum heated living space requirements for the main structure of any improvement, exclusive of open porches and garages, shall be 1800 square feet.

1.5 **Landscaping.** In order to preserve the natural aesthetic appearance and beauty of the development, the natural state of the property will be considered appropriate landscaping. Any plans to change the natural state must be submitted to the Committee for approval. Any

minor landscaping needed to restore the pre-construction state of the land does not need prior approval from the Committee, but must be completed within one (1) year from construction completion.

1.6 **Lawn Care.** No owner shall allow the lawn grass on a Lot to grow in excess of six inches. Should the owner fail to observe this restriction, the Committee reserves the right to have the grass cut. Any cost incurred shall be reimbursed to the Committee by the owner.

1.7 **Seasonal Decorations.** Seasonal or holiday decorations which included by way of example but not limitation, Christmas lights, pumpkins, and Easter decorations shall be promptly removed from each lot or improvement as soon as the holiday passes. Such decorations shall not create a nuisance.

1.8 **Roofing.** No solar or other energy collection panel, equipment or device shall be installed or maintained, including, without limitation on the roof of any improvement if the same would be visible from any street or from any other improvement.

1.9 **Vents.** No plumbing or heating vents, stacks or projections of any type shall be placed on the front roof of the improvement. All such vents, stacks and any other projections from the roof of any improvement shall be located on the rear roof and shall be painted the same color as the roofing material used to the extent practical and shall not be visible from the street. No projections shall be placed or permitted to remain above the roof except for approved chimneys and vent stacks.

1.10 **Exterior Lighting.** All exterior lighting must be approved by the Committee.

1.11 **Exterior Material and Finishes.** Approved exterior building material finishes shall include brick, stucco, stone, wood and to the extent permitted by the Committee, dryvit and such other materials. All exterior wood surfaces shall be painted or stained. Prohibited exterior finish materials shall include particle board, plywood, vinyl siding, laminated or fabricated siding, aluminum siding, simulated brick or stone and any other type of materials as the Committee may from time to time determine. All brick, stonework and mortar, as to the type, size, color, and application must be approved by the Committee. All exterior colors, including the color of all roof shingles, brick stone, stucco, wood, trim, cornices, eaves, railings, doors and shutters shall be subject to Committee approval. Any improvement constructed on any Lot must be of high quality construction, both as to materials and workmanship. Any exterior stuccoed or dryvit finish must be of such permanent quality as to reasonable assure that deterioration from weather and age shall not result in subsequent exposure of the underlying concrete block or other material to which the stuccoed finish is applied. No concrete block or cinder block shall be used as an exposed building surface. Any material used in construction of an improvement, foundation, and retaining walls shall be finished in the same material utilized for the remainder of the improvement by way of example, but not limited to brick, stone, stucco, etc.

1.12 **Chimneys.** The exterior of all chimneys shall be constructed of either brick, stone or stucco. No cantilevered chimneys or chimneys with siding shall be permitted. All metal or other materials placed around a chimney shall be painted to blend with the color of the roofing material used for such improvement unless approved by the Committee.

1.13 **Garages.** Without prior approval by the Committee, and as may be required by the topography of the property, no garage doors shall open onto or front a street. Garage doors shall be constructed of such materials as are approved by Committee.

1.14 **Fences.** No Chain link, vinyl coated or wire fences shall be permitted within the Community with the exception of those needed for tennis courts and swimming pools. The type of materials utilized for (including color) and the location must be approved by the Committee. Safety fences for swimming pools/tennis courts cannot be placed closer to the street line than the front line of the primary improvement.

1.15 **Windows, Window Treatments and Doors.** No reflective glass, foil or other reflective materials shall be permitted on any windows. No aluminum or metal window shall be utilized on the front or sides of any improvement. Cantilevered bay windows shall be approved by the Committee (which may require additional landscaping in front of such bay window). Burglar bars or wrought iron doors shall not be permitted.

1.16 **Mailboxes.** All mailboxes must be approved by the Homeowners' Review Committee.

1.17 **Utility Meters and HVAC Equipment.** Except as permitted by the Committee, all electrical, gas, telephone and cable television meters shall be located at the rear or side of all improvements. All utility cables, lines and wires shall be underground. All exterior heating, ventilating, and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of the structure, and if the same are visible from the street, such units and equipment shall be screened from public view by either walls or landscaping to be approved by the Committee.

1.18 **Outside Communication Antennas Limited.** Satellite dishes shall be allowed with approval of the Committee as to placement and screening so as to minimize the visual impact of any such satellite dish. No satellite dish shall exceed thirty-six inches in diameter. No radio or television antenna, radio receiver or other similar device shall be attached to or installed on any Lot unless the same is not visible from any street or adjacent Lot or improvement unless approved by the Committee.

1.19 **Driveways.** All driveways in the Community must be finished in a manner approved by the Committee. Driveways must be completed within ninety days of occupancy of the residence.

1.20 **Miscellaneous Outdoor Items.** Wood piles, toys, recreational equipment, playhouses and tree houses, barbecue grills, birdfeeders, wood carvings and other types of home crafts shall be in the rear yard and to the extent practicable, should not be visible from any street. Outside clothes lines will not be permitted.

1.21 **Pets and Animals.** No farm animals, livestock or poultry of any kind shall be kept by any homeowner upon any Lot. Dogs, cats or other common household animals may be kept as long as they are not kept for breeding or any commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Pet housing shall be at the rear of the improvement. Dogs will not be allowed to roam free. Any pet which, in the opinion of the Association, is considered to be dangerous will not be permitted.

1.22 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or under any Lot, nor shall derrick or other structure designed for use in boring for oil or natural gas be erected, maintained, or permitted upon any Lot.

1.23 **Garbage.** No Lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers suitably sunken in the ground or otherwise adequately hidden from other lots or improvements. Trash containers moved to the roadside for pick-up must be stored away the same day. No burning or rubbish or garbage shall be permitted. No burning of trees, shrubbery or other plant material will be allowed, except as may be permitted by the Committee consistent with applicable law.

1.24 **Vehicles and Parking.** Recreational vehicles, campers, lawnmowers, tractors, and similar types of equipment, must be kept stored in an enclosed building or garage. No non-operational vehicles will be parked on a street, driveway or Lot.

1.25 **Signs.** No signs of any kind shall be displayed to the public view on any Lot except for one sign of not more than five square feet advertising the property for sale or rent, or signs customarily used by the developer or the builder to advertise the property during the construction and sales period.

1.26 **Prohibited Structures.** No structure of a character such as, but not limited to trailers or mobile homes, tents, shacks, garages, barns, or other outbuildings, shall be used on any Lot at any time as a residence. This will not apply to shelters used by a contractor or builder during construction.

1.27 **Improvements.** All structural and permanent landscaping improvements will be subject to Committee review and approval.

1.28 **Re-construction.** In the event of natural or other disaster, reconstruction shall be commenced within a reasonable time frame not to exceed six months. All debris will be removed promptly. Property will be returned to its prior condition if no rebuilding is to occur.

1.29 **Construction Cleanliness.** During any type of construction, the property owner will take precautions to keep the construction site clean and orderly to the extent practicable. The owner shall be responsible for the removal of mud or debris from any streets.

1.30 **Swimming Pools and Tennis Courts.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, and tennis courts may be constructed, installed and maintained with the prior written approval of the Committee. Above ground pools shall not be permitted.

1.31 **Responsibility of Owners.** Each owner will have responsibility to maintain his/her Lot, Unit or improvement in a neat, clean and sanitary condition. Such responsibilities include, but are not limited to, maintaining appropriate paint and stain finishes, re-roofing or replacing shingles and keeping the Lot in a well maintained manner. Routine maintenance that does not change the appearance or color of the improvement (for example, repainting and re-roofing) does not require Committee approval.

ARTICLE V – COMMON AREAS

Section 1. **Common Property.** The general common areas are as shown on the Plat. The golf course shown on the Plat shall not be considered a part of the Common Area. The

common areas shall remain undivided and shall not be the object of an action for partition or division of co-ownership.

Section 2. **Members' Easements of Enjoyment.** Subject to the provisions of Section 3 and 4, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3. **Title to Common Properties.** The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon or until such time as, in the sole opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties to the Association, free and clear of all liens and encumbrances, not later than December 31, 2010.

Section 4. **Extent of Members' Easement.** The rights and easements of enjoyment created hereby shall be subject to the following.

4.1 The right of the Developer and of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members, and, if necessary, to open the enjoyment of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored.

4.2 The Association shall have the right to take such steps as are reasonably necessary to protect the above described properties against foreclosure.

4.3 The Association shall have the right, as provided in its articles and By-Laws, to establish Rules and Regulations for the use of Common Properties, and to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and, for any period not to exceed sixty days, for any infraction of its established Rules and Regulations.

ARTICLE VI – EASEMENTS

Section 1. **Utility Easements.** Easements for installation and maintenance of utilities (electric power, telephone, water, sewer, CATV, etc.) and drainage facilities are reserved within the Properties. After use has been made of the easements for the purposes intended, no structure, planting or other material shall be placed or permitted to remain within these easements which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

Section 2. **Developer's Easements.** The Developer, for itself, its successors and assigns, reserves the permanent easement and right to ingress and egress to pass and repass over all roads, ways, sidewalks and pathways, to and from any additional property which may hereafter be incorporated into the Community.

Section 3. **Building Setback.** No building on any lot or any part thereof shall be erected on any lot nearer than 35 feet to the front lot line or any other lot line that runs parallel to any street right-of-way line. No building shall be located nearer than 10 feet to any lot line, or nearer than 20 feet to any rear lot line.

Section 4. **Golf and Maintenance Easement.** There shall exist a 20 foot easement on all lot lines that abut the golf course property. This easement shall insure the play of golf and will permit the golf course operator, its agents, employees, customers, and guest the right to enter upon said property to retrieve balls and/or otherwise continue play.

Additionally the golf operator, its agents, employees, and assignees shall be permitted to mow, trim, shape or otherwise landscape the golf property to the property inside the easement. This easement shall insure the landscape of the Lot and the golf course are in harmony.

No fences, structures, plantings, or any type of barricade may be erected by the Lot owner which would prevent the exercise of the easement herein.

Section 5. **Protection of Water Damage to Golf Course.** Any Lot owner is hereby restricted from dumping, ditching, or in any manner channeling or causing water from roof run-off, dumping of pools or ponds or any other source to cause damage to the golf course tees, greens, fairways, and other golf course property.

All water dispersed on any Lot which may cause damage to the course shall be generally dispersed and not be concentrated so as to prevent erosion and unnecessary moisture to gather on the golf course surface of play.

ARTICLE VII – DEFINITIONS

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit), shall have the following meanings:

(a) “Association” shall mean and refer to the Woodlake Homeowners Association, Inc., its successors and assigns.

(b) “Properties” shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplement Declaration, under the provisions of Article I hereof.

(c) “Common Properties” or “Common Area” shall mean and refer to those areas of land shown on the recorded plat of The Properties, and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) “Lot” or “Unit” shall mean and refer to any plot of land shown upon any recorded map of The Properties with the exception of Common Properties, as heretofore defined.

(e) “Improvement” shall mean or refer to any building or any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence.

(f) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, improvement or Unit situated upon the Properties, but, notwithstanding any applicable theory of the mortgage or deed of trust, shall not mean or refer to the mortgage, unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(g) “Member” shall mean and refer to all those owners who are Members of the Association, as provided in Article II, Section 1 hereof.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. **Duration.** The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any land 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 unless an instrument signed by the then owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that this Declaration may be amended by a vote of at least a majority of 2/3 in number of all homeowners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws of the Association, provided that written notice of the proposed amendment is sent to every owner at least ninety (90) days in advance of any action taken. No amendment shall be of legal effect duly recorded in the Register’s Office for Claiborne County, Tennessee.

Section 2. **Notices.** Any notice required to be sent to any Member or owner 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 or Owner on the records of the Association at the time of such mailing.

Section 3. **Lots Subject to Declaration, By-Laws and Rules and Regulations.** All present and future owners, tenants, and occupants of Lots shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Lot shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations of the Association, as they may be amended from time to time, are accepted and ratified by such owner, tenants or occupants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such provisions were recited and stipulated at length in each and every deed conveyance or lease therefore.

Section 4. **Amendment and Additional Restrictions.** In addition to the above, the Association may, by two-thirds vote of the Members, from time-to-time will have the right to adopt, modify and amend restrictions. Until 100 Lots have been purchased from the Developer, the Developer from time-to-time, will have the right to adopt, modify and amend these restrictions, including the by-laws.

Section 5. **Enforcement of Declaration.** The Association, or the Developer for so long as it continues to own property in the Development, may enforce the covenants, restrictions and agreements contained in this Declaration. The Association or the Developer, as the case may be, do and pay whatever is reasonable and necessary to enforce the terms of this Declaration including, but not limited to, the institution of legal proceedings and paying

reasonable attorney's fees. Although Developer and Association may take such action, neither shall be required to do so. This provision shall not be construed to limit the rights of third parties, including Members, which may otherwise exist independently of this provision.

Section 6. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 7. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Bluegreen Corporation of Tennessee, has hereunto caused these presents to be executed on the 16th day of April, 1997.

BLUEGREEN CORPORATION OF TENNESSEE

BY: Signature on File (Robert McCombs)
ORIGINAL SIGNATURE RECORDED IN THE REGISTER OF DEEDS
OFFICE FOR CLAIBORNE COUNTY, TENNESSEE, MISCELLEANOUS
BOOK 50, PAGE 588-616

It's vice-president and Attorney in Fact

**State of Tennessee
County of Claiborne**

Before me, Elizabeth Conway, A Notary Public of the State and County as aforesaid, personally appeared ROBERT MCCOMBS, with whom I am personally acquainted, and who upon oath, acknowledged himself to be vice-president and attorney-in-fact for BLUEGREEN CORPORATION OF TENNESSEE, the within named bargainer, and that as such, he has been authorized to execute the foregoing instrument on behalf of said corporation for the purpose therein contained, by signing the name of the corporation by himself a such vice-president and attorney-in-fact.

Witness my hand and official seal at office this 16th day of April, 1997.

Signature on File (Elizabeth Conway)
ORIGINAL SIGNATURE RECORDED IN THE REGISTER
OF DEEDS OFFICE FOR CLAIBORNE COUNTY,
TENNESSEE, MISCELLEANOUS BOOK 50, PAGE 588-616

NOTARY PUBLIC

My commission expires: 03-17-1998

**Supplemental Declaration
Of
Protective and Restrictive Covenants
For
Woodlake Phase II
A Residential Subdivision**

This Supplemental Declaration of Protective and Restrictive Covenants, made this 20th day of January, 1998, by Bluegreen Corporation of Tennessee, hereinafter referred to as "Owner."

Witnesseth:

(A) **THAT WHEREAS**, said Owner is owner of certain real estate located in the Fourth Civil District of Claiborne County, Tennessee, as shown by Revised Plats of Woodlake of record in Plat Book 3 Page, 102, and Plat Book 3, Page 103, in the Office of the Register of Deeds for Claiborne County, Tennessee, and

(B) **WHEARAS**, said Owner is owner of certain real estate located in the Fourth Civil District of Claiborne County, Tennessee, as shown by Revised Plat of Woodlake, Phase II, of record in Plat Book 3, Page 103, in the Office of the Register of Deeds for Claiborne County, Tennessee, which said lands are contiguous or adjacent to the lands referenced in Paragraph (A) above, and

(C) **WHEREAS**, said Owner has heretofore recorded Declaration of Protective and Restrictive Covenants for Woodlake dated April 16, 1997, and recorded in Miscellaneous Book 50, Page 588-616, in the Register's Office for Claiborne County, Tennessee, to which Protective Covenants reference is hereby made, pertaining to the lands referenced in Paragraph (A) above, and

NOW, THEREFORE, the said Owner does hereby adopt and declare as follows:

- (1) The Owner does hereby make this Supplemental Declaration of Protective and Restrictive Covenants for what is to be known hereafter as Woodlake Phase II.
- (2) The Owner does hereby annex to the original Woodlake Subdivision, as referenced in Paragraph (A) above, the additional contiguous or adjacent lands referenced in Paragraph (B) above.
- (3) That the original Declaration of Protective and Restrictive Covenants for Woodlake Subdivision referenced in Paragraph (C) above are hereby made applicable to the lands referenced in Paragraph (B) above upon the recording of this Supplemental Declaration and the annexed area shall become a part of the subdivision known as Woodlake as fully as if such area were part of the subdivision on the date of recording of the original Declaration of Protective and Restrictive Covenants for Woodlake as referenced in Paragraph (C) above.

IN WITNESS WHEREOF, the said BLUEGREEN CORPORATION OF TENNESSEE, has hereunto caused this instrument to be executed on the 20th day of January.

BLUEGREEN CORPORATION OF TENNESSEE
BY: *Signature on File (Robert McCombs)* _____
ORIGINAL SIGNATURE RECORDED IN THE REGISTER OF
DEEDS OFFICE FOR CLAIBORNE COUNTY, TENNESSEE,
MISCELLEANOUS BOOK 50, PAGE 588-616

ROBERT McCOMBS, its Regional Vice-
President and Attorney in Fact

OATH

STATE OF TENNESSEE
COUNTY OF Roane

Personally appeared before me, Elizabeth Conway, a Notary Public of the aforesaid State and County, Robert McCombs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who after being sworn according to law, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Regional Vice-President of **Bluegreen Corporation of Tennessee**, and is familiar with and understands the contents of the foregoing instrument, and was authorized to execute this instrument on behalf of **Bluegreen Corporation of Tennessee**.

WITNESS my hand and seal at office this 20th day of January, 1998.

Signature on File (Elizabeth Conway)

ORIGINAL SIGNATURE RECORDED IN THE REGISTER
OF DEEDS OFFICE FOR CLAIBORNE COUNTY,
TENNESSEE, MISCELLEANOUS BOOK 50, PAGE 588-616

NOTARY PUBLIC

My Commission Expires: 3-17-1998

**CONSENT TO AMENDMENT OF SUBDIVISION
RESTRICTIONS**

The undersigned by unanimous consent voted to amend at its Annual Meeting May 25, 2002, Woodlake Golf community, located in the 4th Civil District of Claiborne County, Tennessee.

I (we) consent to the removal of the following lots which are surrounded by the golf course from the subdivision restrictions for Woodlake Golf Community, titled Woodlake Declaration of Protective and Restrictive Covenants, recorded in Misc. Book 50, at Page 588, in the Register of Deeds Office for Claiborne County, as supplemented in Misc. Book 52, at Page 525 located in the 4th Civil District of Claiborne County, Tennessee:

Lots 84,85,86,87,88, and 89 of Woodlake, Phase 3, as shown on a plat
Recorded on June 22, 2000, in Plat Book 3, at pages 232 and 233 in the
Register of Deeds Office for Claiborne County.

We agree that the Woodlake Declaration of Protective and Restrictive Covenants, as supplemental, may be amended to delete these lots to be removed and, in particular, agree that said lots may be re-subdivided and used for multi-family residential units, and Article IV, Section 1.1, and any other restriction requiring use for single-family residential homes of the Woodlake Declaration of Protective and Restrictive Covenants, as supplemented, shall be amended to permit such construction on the above described lots only.

Signature on File (Thomas W. Goss)
ORIGINAL SIGNATURE RECORDED IN THE REGISTER
OF DEEDS OFFICE FOR CLAIBORNE COUNTY,
TENNESSEE, MISCELLEANOUS BOOK 50, PAGE 588-616

Thomas W. Goss, Pres. Assoc.

Signature on File (Billy R. Muncy)
ORIGINAL SIGNATURE RECORDED IN THE REGISTER
OF DEEDS OFFICE FOR CLAIBORNE COUNTY,
TENNESSEE, MISCELLEANOUS BOOK 50, PAGE 588-616

Billy R. Muncy

STATE OF TENNESSEE

COUNTY OF CLAIBORNE

Personally appeared before me, Patricia S. Russell, a Notary Public in and for the State and County aforesaid, Tom Goss, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office in Tazewell, Tennessee, this 10th day of June, 2002.

Signature on File (Patricia S. Russell)
ORIGINAL SIGNATURE RECORDED IN THE REGISTER OF
DEEDS OFFICE FOR CLAIBORNE COUNTY, TENNESSEE,
MISCELLEANOUS BOOK 50, PAGE 588-616

NOTARY PUBLIC

My Commission Expires: 8-30-2006

WOODLAKE

DECLARATION OF PROTECTIVE AND RESTRICTIVE AMENDED COVENANTS

4th Civil District of Claiborne County, Tennessee

ARTICLE II – ASSOCIATION (AMENDED)

2.3.1 **Annual Meetings.** There shall be an annual meeting of the Members of the Association at such place as may be designated, on the third Tuesday in January of each year if not a legal holiday, and if a legal holiday then on the next succeeding business day, at 11a.m., for the transaction of such business as may come before the meeting. No Notice shall be required for the annual meeting.

Amended on June 26, 2004 to read as follows:

2.3.1 **Annual Meetings.** There shall be an annual meeting of the Members of the Association at such place as may be designated, on a Saturday in the month of June each year beginning at 11:00 A.M. Eastern Standard Time or EDT. The notice of the meeting will be included with the annual association dues notice in April/May.

2.3.4 **Quorum.** At any meeting of the Members a quorum shall consist of Members holding, jointly or solely, in fee simple or Members representing a corporation owning in fee simple a majority of the votes in the Community, present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

Amended on June 26, 2004 to read as follows:

2.3.4 **Quorum.** At the annual meeting of the members, a quorum shall consist of the majority in attendance; including assigned proxy's and shall decide any question that may come before the meeting.

2.5.1 **Collection.** The Association shall have a lien on all the lots or units in the Community to secure the payment of annual charges due and to become due, and the record owners, other than the Developer, shall be personally liable for said charges. Upon demand, the Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid charges against any lot or lots.

Amended on June 16, 2007 to read as follows:

2.5.1 **Collection.** The Association shall have a lien on all the lots or units in the Community to secure the payment of annual charges due and to become due, and the record owners, other than the Developer, shall be personally liable for said charges. Upon demand, the Association shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid charges against any lot or lots. The Association, may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lots for the benefit or better

security of a mortgagee. Notice of annual dues will be mailed in January and due by March 30 of each year.

ARTICLE IV –DEVELOPMENT AND USE RESTRICTIONS (AMENDED)

1.1 **Residential.** Each Lot shall be used for single-family residential purposes only. No trade or business of any kind may be carried on in or from any Lot. No Lot may be subdivided to create additional lots. No one other than the Developer may use any Lot, portion of a Lot, or property within the Development as a means of access (by easement, license, or any method) to any other Lot or property. This article shall not be construed to interfere with normal home occupation or the owner's right to rent said premises.

Amended on June 26, 2004 to read as follows:

1.1 **Residential.** Each Lot shall be used for single-family residential purposes only. No trade or business of any kind may be carried on in or from any lot. No Lot may be subdivided to create additional Lots. No one other than the developer may use any lot, portion of a Lot, or property within the Development as a means of access (by easement, license, or any method) to any other Lot or property. This article shall not be construed to interfere with normal home occupation or the owner's right to rent said premises. The right to rent or lease unoccupied dwelling are at the discretion of the present homeowner; all other single-family rentals are prohibited without express written consent of the Woodlake Homeowner's Association Board of Directors.

1.3 **Height Limitations.** The height of all improvements shall be compatible with all other improvements adjacent to such Lot, Unit or improvement. No improvement shall exceed three and one-half (3 ½) ground stories in height, measured from the finished grade of a Lot in the front of the improvement facing a street or roadway.

Amended on May 2002 to read as follows:

1.3 **Height Limitations.** The height of all improvements shall be compatible with all other improvements adjacent to such Lot, Unit or improvement. No improvement shall exceed three and one-half (3 ½) ground stories in height, measured from the finished grade of a Lot in the front of the improvement facing a street or roadway. A high-pitched roof of 9:12 or greater is required.

1.19 **Driveways.** All driveways in the Community must be finished in a manner approved by the Committee. Driveways must be completed within ninety days of occupancy of the residence.

Amended on May 2002 to read as follows:

1.19 **Driveways.** All driveways in the Community must be finished in a manner approved by the Committee. Driveways must be completed within ninety days of occupancy of the residence. Approved driveway materials include concrete, brick, paver brick-like material, and asphalt is prohibited.

1.25 **Signs.** No signs of any kind shall be displayed to the public view on any Lot except for one sign of not more than five square feet advertising the property for sale or rent, or signs customarily used by the developer or the builder to advertise the property during the construction and sales period.

Amended on June 26, 2004 to read as follows:

1.25 **Signs.** No sign of any kind shall be displayed to the public view on any lot. Signs customarily used by the developer (Bluegreen) or the builder to advertise the property during the construction phase is permitted. A listing of property for sale or rent will be on display in a community listing bulletin board in the Woodlake Clubhouse. The list will be provided to anyone who requests it in the pro shop or the Bluegreen Office. The Seller or the realtor may provide a description of the property, lot number, price, telephone or contact information. The undeveloped property will be identified by an 8 inch x 8 inch lot number sign that is white with red numbers. The listing will be by lot number on the description sheet. For sale signs of not more than five square feet are permitted on developed property.