

SARATH GANGAVARAPU
7533 TEE WAY CIR
CHATT TN, 37416

mail

3044

Prepared by and Return to:
Michael M. Allison, attorney
Title Services of Tennessee, Inc.
6227 Lee Highway, Ste 105
Chattanooga, TN 37421



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10 Page RESTRICTIONS

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TOTAL FEES \$52.00

DECLARATION OF RESTRICTIVE COVENANTS FOR LOST LAKE CIRCLE SUBDIVISION

This declaration, made and published on the 28th day of November, 2017.

State of Tennessee Hamilton County
Register of Deeds **PAM HURST**

WHEREAS, the undersigned, Sarath Gangavarapu (Hereinafter referred to as "DEVELOPER"), is the owner of Tracts 1 - 38 of Lost Lake Circle Subdivision, and all of the "common areas" including private roads or rights-of-way, as shown on the final plan for Lost Lake Circle Subdivision ("Subdivision") an unrecorded survey, a description of which is attached hereto as Exhibit A, and

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

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

Each and every conveyance of anyof the Subdivision, or other lands set forth on said plan, shall be subject to the following conditions, reservations, covenants, and agreements which shall run with the land, as follows:

ORGANIZATION

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

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

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

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

BUILDING AND RESTRICTIONS

1. All of the Subdivision tracts shall be, and shall be known and described as, single family residential tracts. Except as provided in this document, no structure shall be erected, altered, placed or permitted to remain on any of the Subdivision tracts other than one (1) single family dwelling and attached garage.

2. No tract shall be used as a street or easement for access to any adjacent property without submitting for approval in writing to DEVELOPER and procuring its written approval. DEVELOPER shall not have any obligation to permit such street or easement. The decision to do so, or not to do so, shall be in the sole discretion of DEVELOPER.

3. It shall be permissible for DEVELOPER to rearrange boundary lines of tracts, if so desired, and combine tracts or parts of tracts into one building plot, but not to the extent of increasing the number of tracts once the final subdivision plat has been recorded.

4. Regardless of whether it is expressly stated in any deed conveying any one or more of the Subdivision tracts, each conveyance shall be subject to existing governmental, zoning, and subdivision ordinances or regulations in effect thereon.

5. All of the Subdivision tracts must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs and other debris being removed when needed). In the event that an owner of a tract fails of his own volition to maintain his tract in a neat and orderly condition, DEVELOPER, its duly appointed agent, or LLHA (after full control is transferred to it) may enter upon the tract without liability and proceed to put the tract into an orderly condition, billing the cost of such work to the owner.

6. Any residence being erected on a tract shall be commenced within twelve (12) months from the date of closing on the purchase of the tract unless Developer, in his sole discretion, approves in writing an extension of this time.

7. No sheep, goats, swine, horses, cattle, burros, fowl, or any like animals shall be permitted to be kept or to remain on any of the tracts in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said subdivision.

8. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. In particular, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, and/or camping trailers shall not be frequently or habitually parked on a driveway located on any tract within the Subdivision. Nor shall the owner of any tract park a boat, tractor-trailer, motor home, inoperative or abandoned automobiles, and/or camping trailers in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the Subdivision.

9. No cars may be parked on the streets and roads of the development overnight. Cars of owners and their guests must be kept on the property of the owner if they are to be parked for an extended amount of time.

10. No outbuildings, and other quarters may be constructed unless the plans and specifications are approved in writing by DEVELOPER or, thereafter LLHA, before construction begins, and their construction and appearance is architecturally and structurally similar to the front elevation of the main dwelling house and similar materials are used. No such structures, other than the main dwelling house, shall be included in complying with the minimum square footage requirements set forth above.

11. The plans and location for all fences must be submitted to DEVELOPER or LLHA for written approval prior to construction. No construction of a fence shall commence without the prior written approval. DEVELOPER or LLHA will specifically avoid fences on adjoining tracts

that are constructed in a manner that will leave any area between the sides of the fences. Such small passageways between fences of adjoining tracts will be avoided.

12. LLHA shall be responsible for the maintenance of all drainage areas originally maintained by the Developer.

13. All the dwellings on any tract shall be limited to single family residential use.

14. No building shall be located on any tract nearer than fifty (50) feet to its front property line (ROW, not street curb) or any side street nor twenty-five (25) feet to any side tract or property line nor nearer than fifty (50) feet to the rear property line.

15. The improvement erected on each tract shall have a minimum of 1500 square feet as defined by the following ANSI standard:

The measurement of square footage in each of the above-described improvements shall be calculated per ANSI standard Z765-2003 and is to be exclusive of porches, basements, or unfinished rooms, breezeways, garages, and similar areas. All square footage shall be considered to mean enclosed, heated living area. In the event of any question as to the amount of square footage of enclosed living area, the decision of the DEVELOPER or LLHA shall be final.

16. Any building or structure of any kind constructed on any Tract shall have full masonry foundations and no exposed block. Concrete or plastered foundation shall not be exposed to the exterior above grade level. All exposed concrete foundations or retaining walls must be covered with stone, brick stucco or other natural or artificial masonry materials that have the appearance of brick, stone or stucco.

17. An eighteen (18) inch satellite dish may be approved by the DEVELOPER, or by LLHA after full transfer of control (or Architectural Review Committee) subject to requirements regarding location and screening which it may impose.

18. Only Fences of approved by the DEVELOPER or LLHA shall be permitted.

19. Pet owners are responsible for clean up of their pets, and implementing appropriate restrictive measures (muzzles, etc.) for pets that are deemed to be a nuisance (excessive barking, etc.).

20. Submittal of specifications and of house plans, plot plan (showing set back dimensions), drainage, and landscaping plan to DEVELOPER (or later LLHA) prior to construction is required. All setbacks outlined in the subdivision covenants and by-laws must be met, as set forth hereinabove. Single Family homes are: front or side to street property line 50 ft., side tract property line 25 ft., rear property line 50 ft. Any changes to the above plans or plots must be approved by the DEVELOPER or by LLHA after transfer of control prior to implementing the change.

21. All dwellings must meet the minimum square footage requirements as stated in the attached Covenant Pocket Guide and shall be calculated per ANSI Standard Z765-2003. In summary this is inside heated and cooled square footage.
22. Front and sides of house must be of brick, stone, or stucco, fiber cement siding, cedar shake, or other natural or artificial masonry materials that have the appearance of brick, stone, stucco, or log cabin style. Fiber Cement Siding may be used on rear of house. No exposed concrete, cinderblock, or any other form of foundations is allowed.
23. Retaining walls must be of brick, stone, or dry seam architectural stacking blocks.
24. Each residence must be served by a driveway constructed of hard surface materials such as asphalt, concrete, brick, exposed aggregate or pre-cast pavers for at least the first 75 feet from the road. After 75 feet, gravel may also be used for the driveways. All other hard surface materials must be approved by the DEVELOPER or LLHA.
25. Front yards must be sodded and have automated in ground, irrigation. Side and back yards may be seeded. Landscaping plan should have at least a dozen (12) three (3) gallon plants and three (3) five (5) gallon plants.
26. All construction must be completed within twelve (12) months from the date of poured footings.
27. Contractors who are licensed in Tennessee must perform all construction work. Approval for specific contractors must be obtained from the DEVELOPER.
28. During the construction phase, a tract owner must comply with the following: Gravel in the area of the driveway must be laid early in the construction to prevent it from being tracked on the main streets. Any mud or debris must be removed from the subdivision streets immediately.
29. A construction dumpster is required to be on site until construction is complete. The building site must be kept clean of debris. Debris blown into street or neighbor's yards must be removed immediately without neighbors having to complain. Any damage to roads, Common Properties, or property owned by others caused by the owner or owner's contractor or other parties providing labor or services to the owner shall be repaired by the Owner or in default of the Owner's performance, at the Owner's expense.
30. Silt fencing or hay bales, where needed, must be installed adjacent to street and/or run around the perimeter of the tract.
31. Concrete deliveries are to be ordered one yard short of truck capacity to minimize spilling when entering the steep hills in the subdivision. Any wash down from concrete trucks shall not be left on roads nor deposited on any other property in the subdivision.
32. Restroom facilities (portable toilet) must be made available on your building tract during the entire period of Construction and must be located a minimum of 10 feet off the road.

33. If for any reason any one or more of the foregoing protective covenants and restrictions is construed by judgment or decree of any Court of record to be invalid, such judgment or decree shall not affect any of the other provisions, which shall remain in full force and effect, the owner hereby declaring that said restrictions are not interdependent but are severable, and one would have been adopted even without the others.

34. It is expressly stipulated that the covenants and conditions set forth in this instrument apply solely to the herein listed tracts, and are in no manner whatsoever intended to apply to any other tracts, tracts, or parcels of land in the area or vicinity owned by DEVELOPER, Sarath Gangavarapu.

35. Developer reserves the right to amend or alter these restrictions for lots not adjoining the lake.

THE LAKE AND GATED ACCESS

1. Entry codes will be provided with the tract.

2. Speed limit signs may be posted by the DEVELOPER and LLHA. The State of Tennessee rules of the road shall apply.

3. LLHA shall have an access and maintenance easement for security cameras and street lights maintained by the LLHA. Location and placement of the same shall be solely and strictly at the discretion of the DEVELOPER, and thereafter, LLHA.

4. Any type of non-motorized boat will be permitted on the lake. Motorized craft are strictly prohibited. All boating and swimming activities shall be under adult supervision, and all proper safety rules shall be observed. Use of the lake shall be at one's own risk. All tract owner's adjoining the lake shall have an easement for access thereto. Owner's not adjoining the lake must use the access designated by DEVELOPER, and thereafter LLHA.

5. DEVELOPER and later, LLHA, will be responsible for stocking the lake with fish. Fishing is permitted to the owners and their guests. DEVELOPER and LLHA may restrict the equipment and baits or lures used by anglers.

6. Each tract in the subdivision for the lake shall have access to the lake for recreational activities. Tract ____ on the plat of Lost Lake Subdivision aforesaid, is designated as a community tract for use and access of the lake by owners of tracts which do not front on the lake. LLHA will construct and maintain a community dock and facilities on this community tract. LLHA will make special assessments against these owners for the improvement of these community structures on this tract from time to time, as necessary.

7. Owners of tracts fronting the lake shall submit plans for approval from LLHA for any docks, ramps, and other boating structures used for accessing the lake from their tract.

8. LLHA also agrees to landscape and maintain the lake and the area surrounding the lake that is used as a retention pond for Tracts 1 - 38. All of such landscaping and maintenance of the lake, the lake property, and subdivision drainage areas shall be subject to the following terms and conditions: (i) the pond shall be maintained in a manner which conforms with any and all applicable zoning, health, environmental or other laws, statutes, ordinances, or regulations affecting such pond property.

9. No hunting on the subdivision lands with a bow or gun of any kind shall be permitted. Bird watching and photography is encouraged.

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

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

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


Sarath Gangavarapu, aka Sarath Babu Gangavarapu

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, *Sarath Gangavarapu aka Sarath Babu Gangavarapu*, with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 28th day of November 2017.

Michael M. Allison

Notary Public

My Commission Expires: March 8, 2020

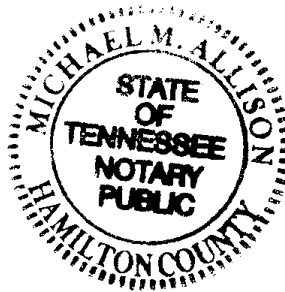


Exhibit A

Commencing at an angle iron, said angle iron being at an intersection of the north right-of-way of Ron Road with the western right-of-way of Ron Road, thence leaving said angle iron and continuing with and along said northern right-of-way of Ron Road, North 66 degrees 51 minutes 03 seconds West, a distance of 453.82 feet to a 5/8 inch capped rebar, said rebar being in the northern line of the property owned by Patricia M. & John F. Miles III, as recorded in Deed Book 9408, Page 533, in the Register's Office of Hamilton County (ROHC), said rebar being the Point of BEGINNING; thence continuing with and along said northern Miles line for the next two calls, North 66 degrees 41 minutes 46 seconds West, a distance of 135.92 feet to a 1 inch open top pipe, thence North 65 degrees 50 minutes 12 seconds West, a distance of 860.55 feet to a 1 inch open top pipe, said pipe being the northwesterly corner of said Miles property; thence leaving said northern line of Miles property and continuing with and along the western line of Miles property, South 23 degrees 43 minutes 35 seconds West, a distance of 2,621.66 feet to a 1 inch open top pipe, said pipe being the southwesterly corner of said Miles property, said pipe also being the northeasterly corner of the property owned by Michael Keith Pruett as recorded in Deed Book 7146, Page 431, (ROHC); thence leaving said Miles western line and continuing with and along the northern line of said Pruett property, North 65 degrees 34 minutes 49 seconds West, a distance of 806.83 feet to an iron rebar, said rebar being the northeasterly corner of the property owned by Randall Lee & Kristal A. Peters as recorded in Deed Book 10353, Page 979 (ROHC); thence leaving said Pruett line and continuing with and along the northern line of said Peters property, North 65 degrees 32 minutes 23 seconds West, a distance of 1,246.29 feet to an iron rebar, said rebar being the northeasterly corner of the property owned by Steve Gentry Trust as recorded in Deed Book 6191, Page 140 (ROHC), thence leaving said Peters property and continuing with and along the northern line of said Gentry Trust, North 65 degrees 32 minutes 17 seconds West, a distance of 222.56 feet to a capped rebar, said rebar being the Southeasterly corner of the property owned by Donald James Alexander as recorded in Deed Book 4469, Page 311 (ROHC), thence leaving said Gentry Trust northern line and continuing with and along the eastern line of said Alexander property, North 22 degrees 53 minutes 55 seconds East, a distance of 2,597.86 feet to a T Post, said T Post being the southwesterly corner of the property owned by Bruce O. Bailey, Sr., as recorded in Deed Book 8264, Page 359 (ROHC), thence leaving said Alexander eastern line and continuing with and along the southern line of said Bailey property, South 66 degrees 05 minutes 06 seconds East, a distance of 1,319.91 feet to a capped rebar, said rebar being the Southeasterly Corner of said Bailey property, thence leaving said Southern line of Bailey property and continuing with and along the eastern line of said Bailey property, North 22 degrees 52 minutes 49 seconds East, a distance of 660.04 feet to a 1 inch open top pipe, said pipe being the southeasterly corner of Lot 2, Windford Hooper Subdivision, as recorded in Plat Book 64, Page 251 (ROHC), said pipe also being the southwesterly corner of the property owned by Tennessee Valley Federal Credit Union as recorded in Deed Book 9408 Page 467 (ROHC); thence leaving said Lot 2 and continuing with and along the southern line of said Tennessee Valley Federal Credit Union property, South 66 degrees 49 minutes 25 seconds East, a distance of 1,318.87 feet to a capped rebar, said rebar being the southeasterly corner of the property owned by Peter R. Branton, IV, as recorded in Deed Book 5102, Page 797 (ROHC); thence leaving said Branton corner and continuing with and along the eastern line of said Branton property, North 23 degrees 03 minutes 29 seconds East, a distance of 660.04 feet to a 5/8 inch capped rebar, said rebar being in the eastern line of the property owned by Gail McDaniel

Strickland as recorded in Deed Book 6709 Page 271 (ROHC), thence continuing with and along the eastern line of said Strickland property for the next five calls: South 66 degrees 55 minutes 53 seconds East, a distance of 82.12 feet to an iron rebar; thence North 18 degrees 03 minutes 26 seconds East, a distance of 209.73 feet to a 5/8 inch capped rebar; thence North 20 degrees 20 minutes 37 seconds East a distance of 160.55 feet to a 5/8 inch capped rebar; thence North 22 degrees 33 minutes 37 seconds East a distance of 276.80 feet to a 5/8 inch capped rebar; thence North 24 degrees 13 minutes 53 seconds East, a distance of 339.30 feet to a capped rebar, said rebar being the southwesterly corner of Lot 1, Lost Lake Subdivision, as recorded in Plat Book 83, Page 50 (ROHC); thence leaving said Strickland eastern line and continuing with and along the southern line of said Lot 1, South 65 degrees 50 minutes 14 seconds East, a distance of 169.06 feet to a capped rebar found; thence leaving said southern line of Lot 1 and continuing with and along the eastern line of said Lot 1, North 24 degrees 09 minutes 52 seconds East, a distance of 255.48 feet to a 5/8 inch capped rebar, said rebar being in the southern right-of-way of Cooley Road; thence leaving said eastern line of Lot 1 and continuing with and along said southern right-of-way of Cooley Road, South 66 degrees 31 minutes 12 seconds East, a distance of 50.00 feet to a 5/8 inch capped rebar, said rebar being the northwesterly corner of Lot 2, Lost Lake Subdivision, as recorded in Plat Book 83, Page 50 (ROHC); thence leaving said southern right-of-way of Cooley Road and continuing with and along the western line of said Lot 2, South 24 degrees 09 minutes 46 seconds West, a distance of 256.08 feet to a 5/8 inch capped rebar, said rebar being the southwesterly corner of said Lot 2; thence leaving said western line of Lot 2 and continuing with and along the southern line of said Lot 2, South 68 degrees 55 minutes 56 seconds East, a distance of 525.93 feet to a 5/8 inch capped rebar, said rebar being in the southern line of Lot 6, Lost Lake Subdivision, as recorded in Plat Book 83, Page 50 (ROHC); thence leaving said southern line of Lot 6, South 21 degrees 18 minutes 31 seconds West, a distance of 1,828.66 feet to a 5/8 inch capped rebar, said rebar being in the northern right-of-way of Lost Lake Circle; thence with and along said northern right-of-way of Lost Lake Circle, North 65 degrees 51 minutes 04 seconds West, a distance of 158.55 feet to a 5/8 inch capped rebar; thence leaving said northern right-of-way of Lost Lake Circle and crossing said right-of-way, South 21 degrees 18 minutes 31 seconds West, a distance of 50.06 feet to a 5/8 inch capped rebar, said rebar being in the southern right-of-way of Lost Lake Circle; thence leaving said southern right-of-way of Lost Lake Circle, South 26 degrees 54 minutes 39 seconds West, a distance of 471.88 feet to the Point of BEGINNING, containing 199.38 acres, more or less, according to the survey of James G. Copp, TNRLS 1096, Copp Engineering Group, 1961 Northpoint Blvd, Unit 120, Hixson, TN 37343, dated October 26, 2017.

REFERENCE for prior title is made to deed of record in Book 10945, Page 50, and 10975, Page 294, in said Register's Office.



FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR LOST LAKE CIRCLE SUBDIVISION

This first amendment to Declaration of restrictive covenants is hereby made to be effective as of 15th day of December, 2017, by Sarath Gangavarapu, the Developer.

Background

The developer has heretofore announced and declared certain restrictive covenants by document dated November 28, 2017, filed for record in Book 11213, Page 368, in the Registrar's Office of Hamilton County, Tennessee, pertaining to certain lands fully described in said document, to which reference is made hereby for purposes of incorporation herein. It is now desired to clarify the location of and status of the fifty (50) foot wide private access easement locally known as "Lost Lake Circle," which shall be permanent and run with the land and which shall serve the various large acreage tracts in process of being conveyed by developer located upon said lands.

NOW, therefore, and in consideration of these premises herein stated, and in order to give effect thereto, and for other good and valuable considerations, all of which is acknowledged, the Developer hereby amends the Restrictive Covenants as aforesaid by adding the following amendments hereinafter set forth:

The Lake and Gated Access

10. The private access easement is legally described on Exhibit "A" attached hereto and hereby made a part hereof. This is a private access easement for the use and benefit of tract owners in whose deeds from the developer the easement is referenced. It is declared to be permanent, and to run with the land for the successors and the assigns of tract owners. At the discretion of the developer during the development phase, while the majority of the tracts are being conveyed, and later at the discretion of the LLHA, there may be an entrance gate placed upon said easement with controlled access. This easement is currently existing and installed including pavement, utility conduits for water, and overhead power lines for electricity placed within its outer 10 foot margins. The developer will continue to maintain the easement at his sole discretion until common elements, including the easement, the pond, and any access to other areas designated by signage placed by the developer on site within the boundaries of the property have been conveyed to the Lost Lake Homeowners Association (LLHA). The purpose of this easement shall be for ingress and egress, and to and from areas properly designated by the Developer. Utilities from the point of contact of the various tracts of land with the easement and thence running to improvements on the tracts shall be arranged and installed by the tract owner. If any tap on or similar expense is charged to the developer, the tract owner shall hold Developer harmless from any such cost or expense.

In all other respects the Restrictive Covenants shall remain unchanged and in full force and effect.

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Instrument: 2017121800232

4 Page RESTRICTIONS

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TOTAL FEES \$22.00

State of Tennessee Hamilton County
Register of Deeds **PAM HURST**

OK-17727

In witness whereof, the developer has executed this First Amendment to be effective on the date first above of appearing.

Sarath Gangavarapu
Sarath Gangavarapu, aka Sarath Babu Gangavarapu, Developer

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, *Sarath Gangavarapu aka Sarath Babu Gangavarapu*, with whom I am personally acquainted, and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 15th day of December, 2017.

Michael M. Allison
Notary Public

My Commission Expires: March 8, 2020

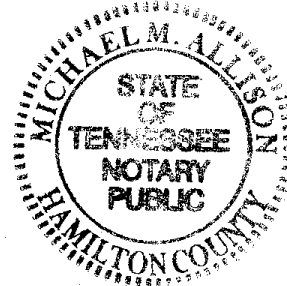


Exhibit A**LEGAL DESCRIPTION OF THE "CENTERLINE" OF THE 50 STRIP EASEMENT**

A 50 foot strip easement as shown by the survey of Copp Engineering Group, James G. Copp, Surveyor, TNRLS 1096, 1961 Northpoint Blvd, Ste 120, Hixson, TN 37343, dated October 26, 2017, and being more particularly described as follows: Commencing at an angle iron, said angle iron being at an intersection of the north right-of-way of Ron Road with the Western right-of-way of Ron Road, thence leaving said angle iron North 25 degrees 00 minutes 23 seconds East, a distance of 488.47 feet to a point, said point being where the existing centerline of a 24 inch wide asphalt road, known as Lost Lake Circle intersects the centerline of Ron Road, said point being Point of BEGINNING; thence leaving said centerline of Ron Road and continuing with and along said centerline of Lost Lake Circle, North 65 degrees 51 minutes 04 seconds West, a distance of 610.47 feet to a point of curve to the left having a radius of 375.00 feet and a central angle of 09 degree 48 minutes 38 seconds; thence westerly along the arc a distance of 64.21 feet; thence North 75 degrees 39 minutes 42 seconds West, a distance of 260.76 feet to a point of curve to the left having a radius of 435.00 feet and a central angle of 37 degrees 31 minutes 36 seconds; thence westerly along the arc a distance of 284.91 feet; thence South 66 degrees 48 minutes 42 seconds West, a distance of 160.16 feet to a point of curve to the right having a radius of 360.00 feet and a central angle of 04 degrees 39 minutes 42 seconds; thence westerly along the arc a distance of 29.29 feet, thence South 71 degrees 28 minutes 24 seconds West, a distance of 326.45 feet to a point of curve to the right having a radius of 2,250.00 feet and a central angle of 05 degrees 54 minutes 42 seconds; thence westerly along the arc a distance of 232.15 feet to the POINT OF INTERSECTION OF LOST LAKE CIRCLE; thence South 77 degrees 23 minutes 08 seconds West, passing through an intersection point at 4.94 feet, a distance of 473.80 feet to a point of curve to the right having a radius of 150.00 feet and a central angle of 81 degrees 28 minutes 09 seconds; thence northwesterly along the arc a distance of 213.29 feet; thence North 21 degrees 08 minutes 45 seconds West, a distance of 347.49 feet to a point of curve to the left having a radius of 325.00 feet and a central angle of 90 degrees 06 minutes 48 seconds; thence northwesterly along the arc a distance of 511.15 feet; thence South 68 degrees 54 minutes 05 seconds West, a distance of 461.86 feet to a point of curve to the left having a radius of 725.00 feet and a central angle of 06 degrees 19 minutes 08 seconds; thence southwesterly along the arc a distance of 79.96 feet; thence South 62 degrees 34 minutes 57 seconds West, a distance of 160.73 feet to a point of curve to the left having a radius of 725.00 feet and a central angle of 25 degrees 09 minutes 29 seconds; thence southwesterly along the arc a distance of 318.34 feet; thence South 37 degrees 25 minutes 27 seconds West, a distance of 136.86 feet to a point of curve to the left having a radius of 750.00 feet and a central angle of 12 degrees 45 minutes 10 seconds; thence southwesterly along the arc a distance of 166.93 feet; thence South 24 degrees 40 minutes 17 seconds West, a distance of 171.78 feet to a point of curve to the left having a radius of 350.00 feet and a central angle of 19 degrees 07 minutes 34 seconds; thence southerly along the arc a distance of 16.83 feet; thence South 05 degrees 32 minutes 44 seconds West, a distance of 183.50 feet to a point of curve to the left having a radius of 1,320.00 feet and a central angle of 13 degrees 58 minutes 55 seconds; thence southerly along the arc a distance of 322.12 feet, thence South 08 degrees 26 minutes 11 seconds East, a distance of 210.37 feet to a point of curve to the left having a radius of 445.00 feet and a central angle of 45 degrees 45 minutes 23 seconds; thence southeasterly along the arc a distance of 355.38 feet;

thence South 54 degrees 11 minutes 34 seconds East, a distance of 266.00 feet to a point of Curve to the left having a radius of 1,175.00 feet and a central angle of 11 degrees 50 minutes 02 seconds; thence southeasterly along the arc a distance of 242.68 feet; thence South 86 degrees 01 minutes 35 seconds East, a distance of 77.57 feet to a point of curve to the left having a radius of 210.00 feet and a central angle of 21 degrees 37 minutes 43 seconds; thence easterly along the arc a distance of 79.27 feet; thence South 87 degrees 39 minutes 18 seconds East, a distance of 221.68 feet to a point of Curve to the left having a radius of 250.00 feet and a central angle of 23 degrees 24 minutes 44 seconds; thence easterly along the arc a distance of 102.15 feet; thence North 68 degrees 55 minutes 58 seconds East, a distance of 378.43 feet to a point of curve to the left having a radius of 510.00 feet and a central angle of 31 degrees 52 minutes 56 seconds; thence northeasterly along the arc a distance of 283.79 feet; thence North 37 degrees 03 minutes 02 seconds East, a distance of 76.37 feet to a point of curve to the left having a radius of 3,200.00 feet and a central angle of 03 degrees 29 minutes 19 seconds; thence northeasterly along the arc a distance of 194.83 feet; thence North 33 degrees 33 minutes 43 seconds East, a distance of 625.55 feet to a point of curve to the left having a radius of 425.00 feet and a central angle of 24 degrees 51 minutes 20 seconds; thence northerly along the arc a distance of 184.37 feet; thence North 08 degrees 42 minutes 23 seconds East, a distance of 612.79 feet to the POINT OF INTERSECTION OF LOST LAKE CIRCLE, heretofore referenced in this legal description.

REFERENCE for prior title is made to deed of record in Book 10945, Page 50, and 10975, Page 294, in said Register's Office.