

This instrument prepared by:
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AMENDED AND RESTATED DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF FOOTHILLS POINTE ON TELlico LAKE

This AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, hereinafter sometimes referred to as the "Declaration" or "CC&Rs", is set forth and entered into this 18th day of December, 2018, by the undersigned which constitute more than fifty percent (50%) of the Owners subject to this Declaration and the Original Declaration as defined below, as it has been amended.

WITNESSETH:

WHEREAS, the Original Declaration of Covenants, Conditions, and Restrictions of Foothills Pointe on Tellico Lake ("Original Declaration") was recorded in Trust Book 232 Page 508 in the Register of Deeds Office for Loudon County, Tennessee; and

WHEREAS, the Original Declaration was amended by instruments of record in Book T767, Page 124; Book T767, Page 126; and Book T1260, Page 585 in the Register of Deeds Office for Loudon County, Tennessee; and

WHEREAS, the Original Declaration and the Amendments thereto provided for a community association, Foothills Pointe Owners' Association, Inc. ("Association"), a Tennessee not for profit corporation; and

WHEREAS, the Original Declaration bound property as described in Exhibit A and Exhibit A-1 hereto; and

WHEREAS, Association Bylaws were originally recorded as Exhibit B to the Original Declaration and were subsequently amended of record in Book T873, Page 669; Book TB473, Page 60; and Book TB359, Page 610 in the Register of Deeds Office for Loudon County, Tennessee; and

WHEREAS, the Association Bylaws now will be recorded separately and not as an Exhibit to the Declaration; and

WHEREAS, this Amended and Restated Declaration of Covenants, Conditions and Restrictions is not intended to vary, change or amend which Lots, Living Units or Property are subject to the Original Declaration as amended, and the Lots, Living Units and Property subject hereto shall remain the same as they were prior to the recording of this Declaration, including any property added to be covered by the Original Declaration after it was recorded; and

WHEREAS, the Original Declaration, which has not been amended in the applicable section, allows for amendment in its Article XI, Section C, with such amendment being allowed after the first thirty year period (which has now passed) by an instrument signed by not less than fifty percent (50%) of the Owners; and

WHEREAS, the undersigned Owners, representing not less than fifty percent (50%) of the Owners, hereby amend and restate the Original Declaration as amended previously, as follow, with all prior language repealed and replaced:

NOW, THEREFORE, the requisite number of Owners hereby declare that the real property described in Exhibit A and Exhibit A-1 to the Original Declaration, as amended, is to be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof. This Declaration is intended to apply to and bind all Lots and Living Units bound by the Original Declaration as amended.

ARTICLE I

DEFINITIONS AND PROVISIONS

Section A. Definitions. As used herein, unless the context otherwise requires:

1. "Advertising/Signage" - Any writing, printing, painting, display, emblem, drawing, sign, or other device designed, used or intended for advertising, whether placed on the ground, rocks, trees, tree stumps, or other natural structures or on buildings, structures, milestones, signboards, wallboard, roof board, frames, supports, fences, or other manmade structures.

2. "Alteration" - A change, rearrangement or addition to the approved architectural plan other than repairs that would affect safety.

3. "Assessment" - Such amounts as are required by the Association for the payment of the common expenses and levied against the Owners of the Association in accordance herewith.

4. "Association" - Foothills Pointe Owners' Association, Inc., a Tennessee mutual benefit, not for profit corporation, its successors and assigns.

5. "Board" - The Board of Directors of Foothills Pointe Owners' Association, Inc.

6. "By-Laws" - The By-Laws of Foothills Pointe Owners' Association, Inc., as amended from time to time.

7. "Common Area" or "Common Elements" or "Common Property" - All joint use property, or property rights, including access Easements, drainage Easements, and any area as reflected as common area in the plat of the community of record in Deed Book 162, Page 610 in the Register of Deeds Office for Loudon County, Tennessee, and any other applicable plats or replats which are intended for the common

use and enjoyment of the Owners. The Common Area originally owned by the Association is as described in Exhibit A-1 to the Original Declaration which is made a part hereof and incorporated by reference herein.

8. "Common Expense(s)" - All expenses incurred by the Association for the maintenance, repair, replacement, operation or management and restriction of the community and the Common Property.

9. "Community" - All of the property described in Exhibit A and Exhibit A-1 to the Original Declaration or such property as may have been or will in the future be subjected to this Declaration.

10. "Contract No. TV – 60,000A" – A contract between Tellico Reservoir Development Agency and Tennessee Valley Authority which sets forth the standards for the management and development of industrial, residential, commercial, and recreational activities to further the development of the Tellico Project area.

11. "Declaration" - This instrument as extended, amended or supplemented as provided herein.

12. "Developer" - Foothills Retirement Development, Inc., a Tennessee Corporation, its successors or assigns, provided such successors or assigns are designated in writing by Foothills Retirement Development, Inc. as a successor or assign of the developer rights of Foothills Retirement Development, Inc., set forth herein.

13. "Easement" – A nonpossessory right to use and/or enter onto the real property of another without possessing it. It allows Owners to cross and use the road Easement and also allows the Association and Public Utilities to use and/or enter the Easements at the edges of Lots for drainage and utility placement. An Easement does not allow the Easement holder to exclude others from the land.

14. "Firearm" - A weapon from which a shot is discharged by the explosion of gunpowder.

15. "Governing Documents" - The Charter, Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules, and Construction Guidelines.

16. "Living Unit" - Refers to any building or portion of a building situated in the community which is designed and intended for the use and occupancy as a single-family residence.

17. "Lot" - Any numbered parcel of property as shown on the Plat.

18. "Master Plan" - The development plan for the community submitted to TRDA by the Developer and approved by TRDA prior to the time of closing of the purchase of the initial lands in the Community herein.

19. "Majority" or "Majority of the Owners" - The Owners of more than fifty (50%) percent of the undivided ownership of Lots and Living Units in the Association, physically present or by proxy and eligible to vote with one vote per Lot or Living Unit. Any specific percentage of Owners means that percentage of Owners who in the aggregate own such specified percentage of the entire undivided ownership of Lots or Living Units in the Association, present and eligible to vote.

20. "Multi-Family Structure" - A building containing two or more Living Units located on a single parcel of land.

21. "Notice" - Any notice that is delivered in electronic or written form.

22. "Owner" or "Lot Owner" - Refers to the Owner of record, whether one or more Persons or entities, of a fee simple title to any Lot or Living Unit, including contract sellers, but excluding those having such interests merely as security for the performance of an obligation.

23. "Periphery Boundary" - The outside limit of the entire subdivision. The periphery boundary of Foothills Pointe is the 820-line for the lakeside portion of the property and the East Coast Tellico Parkway right-of-way for the landside portion of the property.

24. "Personal Charge" - Any expense or charge of the Association for which a specific Owner is liable.

25. "Pets" - Common household pets to include dogs, cats, birds, fish, gerbils, guinea pigs or hamsters. Pets do not include any barnyard animals, exotic pets, or other such animals.

26. "Plat"- The plat of survey of the property of record in Plat Book B, Slides 136 & 137 and subsequent changes or amendments thereto recorded with the Register of Deeds, Loudon County, Tennessee, showing the number of each Lot or Living Unit and expressing its location and other data necessary for identification and other plats that are made part of the Community.

27. "Property" (whether singular or plural) - All the land, property and space which is the subject of this Declaration (by amendment or otherwise), and all Easements, rights and appurtenances belonging thereto intended for the mutual use, benefit or enjoyment of the Owners, i.e., the entirety of Foothills Pointe.

28. "Person" - A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

29. "Reasonable Person" – A consensus of the elected Board of Directors of Foothills Pointe.

30. "Register of Deeds" - The office of the Register of Deeds, Loudon County, Tennessee.

31. "Single Family Detached" - Refers to any building intended for use as a single-family residence and not attached to any other building. All such shall be located on a Lot as herein defined.

32. "Setback" – The minimum required distance a structure must be located from the street, adjacent properties to the side and road to create a "no building" zone on a property. All structures must be located within the setback lines.

33. "Streets" - Every way of access for vehicles which is designated as Common Property on the Plat.

34. "Tennessee Code" – The compilation of the laws of the State of Tennessee, including amendments, revisions, additions and supplements. It is also known as Tennessee Code Annotated.

35. "Trailer" - A wheeled conveyance that is towed by another vehicle.

36. "TRDA" - The Tellico Reservoir Development Agency, an agency created under the laws of the State of Tennessee.

37. "TASS" shall mean the Tellico Area Services System, an agency created under the laws of the State of Tennessee.

38. "TVA" shall mean the Tennessee Valley Authority.

Section B. Lots and Living Units. The legal description of each Lot and Living Unit shall consist of the identifying number or symbol of such Lot or Living Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe the Lot or Living Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. No Lot or Living Unit Owner shall, by deed, Plat, court decree or otherwise, subdivide or in any other manner cause his/her Lot or Living Unit to be separated into any units, tracts or parcels different from the whole Lot or Living Unit as shown on the Plat.

Section C. Association of Owners and Administration and Operation of the Property; General Ownership. Foothills Pointe Owners' Association, Inc., a Tennessee mutual benefit, not for profit corporation, is the governing body for all of the Lot and Living Unit Owners, for the Ownership, and is responsible for the maintenance, repair, replacement, administration and operation of the Common Area, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. All funds held by the Association shall be held and applied by it for the use and benefit of Owners in accordance with the provisions of the Governing Documents. Each Person who is the record Owner of an undivided fee interest, in a Lot or Living Unit in the Community subject to Assessment by the Association, shall be an Owner of the Association and entitled to the privileges of Ownership. An Owner of an undivided fee interest shall be an Owner of the Association so long as he/she is an Owner of an undivided fee interest. A person's Ownership shall automatically terminate when he/she ceases to be a Lot or Living Unit Owner. Upon the conveyance or transfer of an Ownership interest to a new Lot or Living Unit Owner, the new Owner shall simultaneously succeed to the former Lot or Living Unit Owner's Ownership in the Association. The aggregate number of votes for all Owners of the Association shall be equal to the number of Lots and Living Units as shown on the Plat.

1. General Provisions. Every Owner of a Lot or Living Unit which is subject to a lien for Assessment shall be an Owner of the Association. Ownership shall be appurtenant to and may not be separated from ownership of any Lot or Living Unit which is subject to Assessment.

2. Voting Rights. The Association shall have two classes of voting: Owners other than the Developer shall have one vote per Lot or Living Unit, and the Developer shall have two votes per Lot or Living Unit as provided below. The voting rights shall be equal to ownership of a Lot or Living Unit as shown on the Plat.

3. Developer's Ownership. The Developer shall be a Member of the Association for as long as it shall be the Owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to Assessment by the Association, even though such Assessment may have not yet commenced, and shall further be a Member until paid in full for every such Lot or Living Unit sold. The Developer shall not owe any Assessments.

4. Voting Rights of Owners.

a. General Owners. All of the Owners other than the Developer as described in this Declaration who have paid for the purchased Lot or Living Unit shall be entitled to one vote for each such Lot or Living Unit. In no case shall more than one vote be cast for each Lot or Living Unit. Where two Lots have been combined into one Lot, the main structure of the Living Unit has been built across the property boundary between the two Lots, and such has been recorded at the Register of Deeds, Loudon County, Tennessee, that Lot Owner shall have one vote. If two Lots are combined, but no main structure of a Living Unit has been built across the boundary between the two Lots, those two Lots shall be treated as two separate Lots.

b. Developer. The Developer shall be entitled to two votes for every Lot or Living Unit in which it holds the interest required for Ownership by the Association until such time as it shall cease to be a record owner thereof and shall have been paid in full therefore.

5. Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions set forth below. The cost of such services shall be a Common Expense.

6. Management Contract. The Board shall approve the management agreement between the Association and a management corporation, to act as Managing Agent for the Property. Such management contract shall be cancelable upon thirty days' notice for good cause and upon ninety days' notice for any reason by either party.

7. Non-Liability of the Directors, Board, Officers, and Developer; Indemnity and Hold Harmless. Neither the Directors, Board, Officers of the Association, nor the Developer shall be personally liable to the Lot or Living Unit Owners or to the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever acting in the role of as such Directors, Officers or Developer, except for any acts or omissions found by a Court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the Directors, Officers, or Developer, and their respective heirs, executors, administrators, successors and assigns, in accordance with the By-Laws and to the fullest extent of Tennessee law for actions or omissions in the course and scope of their official duties.

Section D. Use of the Common Elements. Each Owner shall have the right to reasonably use the Common Elements in common with all other Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of his or her Lot or Living Unit. Such right to use the Common Elements shall extend to not only each Owner, but also to his/her agents, servants, tenants, family members, invitees and licensees. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Governing Documents and Rules and Regulations adopted by the Board. The Association shall have the authority to lease or grant Easements with respect to the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the Owners of the Association.

Section E. Reservation of Easements.

1. Utility and Drainage. The Association reserves for itself and is hereby granted a perpetual, unalienable and unreleasable blanket Easement, privilege and right on, over and under the designated parts

of the Community to be used to install, maintain and use all manner of equipment and construction related to the provisions of utilities and drainage for the Community. Such designated Easements shall include all of the Common Property and a seven and one-half foot strip along the interior of all lot lines of each Lot, and all other designated Easements shown or reserved on the Plat.

2. Streets. The Association reserves for itself and is hereby granted a perpetual, inalienable and unreleasable blanket Easement, privilege and right on, in, over and under the land of the Community to be used for the construction and maintenance of streets, drainage and utility services as shown or reserved on the Plat.

ARTICLE II

PROPERTY RIGHTS

Section A. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot or Living Unit, subject to the following provisions:

1. The right of the Association (acting by the Board) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by at least two-thirds (2/3) of the Owners, agreeing to such dedication or transfer, has been recorded; providing, however, that such consent shall not be required for the dedication of utility or service Easements;

2. The right of the Association (acting by the Board) to grant private access and or private utility or drainage Easements to private individuals or entities, to serve neighboring properties;

3. The right of the Association (acting by and through the Board), as provided in its By-Laws, to suspend the enjoyment rights of any Owner for any period during which any Assessment or charges remain unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

4. The right of the Association (acting by and through the Board) to charge reasonable fees for the use of the parts of the Common Elements.

Section B. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his/her rights of enjoyment of the Common Area to his/her agents, servants, tenants, family members, invitees and licensees. Ownership in the Association may not be conveyed separate from ownership in the Lot or Living Unit.

Section C. Association's Right of Entry. The authorized representatives of the Association or the Board shall be entitled to reasonable access to the Lots as may be required to correct any existing violation of the provisions of the Governing Documents, or in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Lots or Common Elements, or any equipment, facilities or fixtures affecting or serving other Lots, Living Units or Common Elements, or to make any alteration required by any governmental authority.

Section D. Access to Streets. Each Owner shall have a right of ingress and egress and passage over all the Common Properties for himself/herself and his/her guests. All streets shall further be subject to the right of way for the agents, employees and officials of county, state, government, and emergency agencies having jurisdiction in or on the Property to permit the performance of their duties.

ARTICLE III

COVENANTS FOR MAINTENANCE ASSESSMENT

Section A. Creation of the Lien and Personal Obligation of Assessments; Failure to Pay. Each Owner of any Lot or Living Unit, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association:

1. Annual Assessment, personal charges; and
2. Special Assessments for capital improvements.

The annual and special Assessments and personal charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lots or Living Units, and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the Person who is the Owner of such Lot or Living Unit at the time when the Assessment was due and payable. The personal obligation from the delinquent Assessment shall not pass to his/her successors in title unless expressly assumed by them.

No owner shall be exempt from payment of Assessments by waiver or non-use of the Common Elements or by abandonment of a Lot or Living Unit.

Any Assessment shall be due and payable upon the assessment date (first day of billing period). At the end of the billing period, any unpaid Assessment will be considered in default and interest at the highest rate permitted by law shall be applied from the date of the original assessment.

Section B. Purpose of Assessment. Annual Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of the Properties, and in particular for the acquisition, improvement and maintenance of the Properties; for services and facilities devoted to this purpose; and to provide for use and enjoyment of the Common Area. Appropriate expenditures include, but are not limited to the following: the cost of repairs, replacements and additions; the cost of labor, equipment, materials, management and supervision; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance in accordance with the Governing Documents; employment of attorneys to represent the Association when necessary; and such other needs as may arise.

Section C. Annual Assessment. The Board shall set annual Assessment for each Lot and Living Unit in accordance with its respective obligations and Association ownership percentage. The Assessment will be based on the annual budget approved by the Board. At least thirty (30) days prior to the annual meeting and thirty (30) days prior to the commencement of the annual Assessment, written or electronic notice of such Assessment shall be sent to every Owner subject thereto.

1. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessment on specified Lot(s) or Living Unit(s) have been paid. A properly executed certificate of the Association as to the status of the Assessment on a Lot or Living Unit is binding upon the Association as of the date of its issuance.

2. New Owners of Lots and Living Units sold by the Developer will commence paying Assessments beginning the first of the month after closing.

3. Where two Lots have been combined into one Lot and the main structure of the Living Unit has been built across the property boundary between the two Lots, and such combination has been recorded at the Register of Deeds Office for Loudon County, Tennessee, the Assessment on the second Lot will be reduced by fifty percent (50%).

Section D. Payable Annual Assessment. The Board of Directors shall fix the payable annual Assessment subject to the provisions of this Article. The annual Assessment, or pro-rated share thereof, is due and payable upon the sale of any Lot or Living Unit. The Board of Directors may elect to collect an annual Assessment on a monthly, quarterly or annual basis, and if so, each payment, shall be payable on the first of every month, quarter or fiscal year. No Assessment shall be applicable to any Lot or Living Unit until the initial sale of such is complete and final. The annual Assessment may not be increased by the Board by more than 50% of the preceding year's annual Assessment without consent of two-thirds of the votes of the Owners who are voting in person or by proxy at the annual meeting or any properly called special meeting of the Association. The percentage of increase calculation shall be based on the previous year's annual assessment before giving credit for any temporary reductions of any nature. This provision does not preclude Special Assessment as provided for in Section E below nor are Special Assessments included in the percentage calculation above.

Section E. Special Assessment for Capital Improvements. In addition to the annual Assessment authorized above, the Association (acting by and through the Board) may levy, in any calendar year, special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the consent of the majority of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. All special Assessments shall be paid on demand.

Section F. New Amenity. The addition of any new amenity costing more than \$5,000.00 to be paid for by the Association will require the consent of two-thirds of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section G. Notice and Quorum for Any Action Authorized Under This Article. All notices of any meeting called for the purpose of taking any action authorized under this Article shall be sent to all Owners not less than ten (10) days nor more than thirty (30) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of all votes of the Ownership is required so to constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section H. Utility and Maintenance Service Assessment. Electricity, gas, water, telecommunication, refuse pick-up services and sewerage treatment services may be provided by third party vendor to the Association, in which case additional Assessments may be required, and an additional amount sufficient to cover the inclusion of these services will be added to the monthly Assessment charge, if necessary.

Section I. Initial Contribution Assessment. There shall be a \$200.00 initial contribution Assessment due to the Association upon the sale or transfer of each unimproved Lot. There shall be a \$500.00 initial contribution Assessment due to the Association upon the sale or transfer of each improved Lot or Living Unit. This initial contribution Assessment is to be paid by the buyer of the Lot or Living Unit and is due and payable to the Association at closing. Every buyer is liable for this Assessment at initial purchase and at resale.

Section J. Sewer Tap Assessment. There shall be a one-time sewer tap assessment to be paid by the Owner of a Lot or Living Unit to the Association to allow the house to be tied into the waste water treatment collection system. The amount of this fee shall be determined by the Board of Directors. This fee shall be due at the time the plans for the structure are provided to the Architectural Review Committee. Such installations are and shall remain a part of the waste water treatment and collection system and are the property of the Association, which shall be responsible for the maintenance of the system from the point where waste water enters the septic tank. Electricity for the operation of the pump associated with each individual station is the responsibility of the Owner, as is the cost of both electric and waste connection to the station. The installation must be below the finished floor elevation of any surface of the lowest level of the structure. Access to the installation site for inspection and maintenance by the Association shall be allowed to the Association, as needed.

Section K. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Except as stated herein, sale or transfer of any Lot or Living Unit shall not affect or cancel any lien. The sale or transfer of any Lot or Living Unit, which is subject to any first mortgage or deed of trust, pursuant to a foreclosure, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Assessment as to the payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot or Living Unit from liability for any Assessment thereafter becoming due.

Section L. Exempt Property. Property dedicated to, and accepted by, a local public authority, all Common Properties, utilities, utility easements and all other easements, and any Lot or Living Unit owned by the Developer for which final sale has not been executed for any reason, shall be exempt from the Assessment created herein. No other properties, Lots or Living Units shall be exempt from Assessment in any case.

ARTICLE IV

MAINTENANCE, REPAIRS AND REPLACEMENTS

Section A. General Provisions. Unless otherwise specifically set forth herein, the maintenance of, repairs to and replacements to the Common Elements shall be the responsibility of and shall be furnished by the Association. Unless otherwise specifically set forth herein, the cost of the maintenance of, repairs to and replacements of the Common Elements shall be part of the Common Expenses subject to the Governing Documents of the Association.

1. If, due to the act or neglect of an Owner, or of his/her agent, servant, tenant, family member, invitee or licensee, damage shall be caused to the Common Elements, then such Lot or Living Unit Owner shall pay for such damage or necessary resulting repair or replacements, as may be determined by the Association.

2. In the event that an Owner of any Lot or Living Unit shall fail to properly provide for exterior and/or ground maintenance thereof, the Association may, but shall not be obligated to, provide exterior maintenance such as cutting, trimming and caring for grass, trees, and shrubs, and the Association may repair or replace walks, roofs, gutters, windows, doors, decks and other exterior improvements, including any re-painting or staining, as needed. Should the Association elect to provide such maintenance, repair or replacement, it shall, not less than thirty (30) days prior to the commencement of such work, notify the Owner in writing its intent to perform the work, and provide an estimate for the cost of the work; however, the Association shall not be bound by this estimate. For mowing, notice shall be provided at the beginning of the mowing season. The cost of exterior maintenance, repair or replacement on a Lot or Living Unit performed by the Association pursuant to this Article shall be charged by the Association to the Owner of the Lot or Living Unit where such work was performed. Such amounts shall be collected in the same manner as Assessments. As a part of the annual assessment, it shall be a lien upon said Lot or Living Unit until paid and become due and payable in all respects as provided herein.

Section B. Access at Reasonable Hours. For the purpose solely of performing such maintenance, repair and replacement as specified in Section A of this Article, the Association, through its duly authorized agents or employees, shall have a right, after a 10-day electronic or written notice to Owner or Owners affected by such work, to enter on any Lot or exterior of any Living Unit at reasonable hours on any day. This right of access shall be available to any Owner who requires access to neighboring property for similar purposes of maintenance. In emergencies, the ten day notice provision shall not apply and emergency access shall be automatically granted until the emergency is addressed.

ARTICLE V

INSURANCE

Section A. Annual Review of Policies. All insurance policies of the Association should be reviewed annually by the Board of Directors.

Section B. Liability Insurance. The Association shall maintain comprehensive general liability insurance, covering the Common Areas owned or controlled by the Association.

1. Coverage limits should be in such amounts as may be determined by the Board of Directors.

2. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days prior written or electronic notice to the Association and to each holder of a first mortgage which is listed as scheduled holder of the first mortgage in the insurance policy.

Section C. Fraud and Dishonesty Insurance. Under the terms of the appropriate constituent document, blanket fraud and dishonesty insurance shall be required to be maintained by the Association for all officers, directors, trustees and employees of the Association and all of the persons handling or responsible for the funds of or administered by the Association.

Section D. Other Insurance. The Board shall also have the authority to and shall obtain any other insurance coverage for or related to the Association and its Common Areas in such amounts as it deems desirable. The premiums for such insurance shall be a Common Expense.

ARTICLE VI

USE RESTRICTIONS

Section A. Nuisance. No portion of the Property shall be used for the storage of any personal property or other items that will cause it to appear unclean or untidy or that will be obnoxious to the eye. No substance, thing, or material shall be kept on any portion of the Property that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. Nothing shall be done on the Property that would tend to cause embarrassment, discomfort, or annoyance to any Person using any portion of the Property. There shall not be maintained any plants or animals or devices of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or may diminish the enjoyment of the Property by any reasonable person.

Section B. Lawful Use. No unlawful use shall be made of the Common Area or Lots or Living Units, nor any part thereof; and all Owners shall obey all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof.

Section C. Rules for Common Areas. The Association is authorized to adopt rules governing the use of the Common Areas and to provide penalties for violation of the same.

ARTICLE VII

EASEMENTS

Section A. General Provisions. Installation and maintenance of drainage facilities and easements, water detention easements and plant screening easements and joint access easement are reserved as shown on the recorded plat. Any planting or other materials placed or permitted to remain which may change the direction or flow of drainage channels or retard water flow in the easements will be removed at the Owner's expense. All such easements shall be kept clean of trash and debris by the Lot or Living Unit Owner. The Association shall maintain any Common Property water detention basins and keep the same in good condition according to the requirements of TRDA.

ARTICLE VIII

STANDARDS FOR DEVELOPMENT

Section A. Restrictions and Standards Applicable to the Property. All development on the Property shall be subject to and controlled by all restrictions, conditions, covenants, limitations, easements and guidelines as are applicable to the Property, which include, but need not be limited to, the following:

1. All restrictions, conditions, limitations, easements and covenants as contained in the Special Warranty Deed from the TVA, acting on behalf of the United States, to TRDA, which deed is of record at the Register of Deeds, Loudon County, Tennessee, in Deed Book, Volume 148, page 870.

2. All restrictions, conditions, limitations, easements and covenants as contained in a certain Agreement between TRDA and the Developer dated May 13, 1985, as amended by an Agreement dated November 28, 1985.

3. All restrictions, conditions, limitations, easements and covenants as contained in Contract No. TV 60,000A between the TVA, acting on behalf of the United States, and TRDA, including the development standards for the Tellico project attached thereto as Attachment B, which is recorded in Deed Book 148, at page 870, at the Register of Deeds, Loudon County, Tennessee, with the exception of the permitted deviations from Contract No. TV - 60,000A as set forth in the Warranty Deed from TRDA to the Developer, which Deed is of Record at the Register of Deeds, Loudon County, Tennessee, in Deed Book, 162, page 503.

ARTICLE IX

GENERAL RESTRICTIONS

Section A. Applicable to all Lots and Living Units.

1. Use Restrictions. No Lot shall be further divided for any purpose and all Lots and Living Units are to be used solely for single family residences. Commercial activities are specifically prohibited except as stated herein. Customary home occupations which do not cause, through their operation, any increase in traffic to the community, are allowed. No stock in trade or signs shall be displayed outside a dwelling, and no alteration to any building, including permitted accessory buildings, shall indicate from the exterior that the building is being used in whole or in part for any purpose other than a residential unit. Further regulation on the uses of Lots or Living Units may be contained in Contract TV No. 60,000A.

2. Utilities Connections. Water, natural gas, electricity and sewage disposal systems are provided with each Lot and Living Unit. All Lot and Living Unit Owners must use these and no other utility connection. The use of cesspools, septic tanks and septic tank drain fields, are prohibited except those installed and maintained by the Association.

3. Structures and Size Limitations.

a. Residences.

(1) Each Lot shall have one main living structure having at least 1,400 square feet of conditioned space.

(2) Each new house shall have at least 1,000 square feet of conditioned space on the floor level at above finished grade, excluding a basement defined as a structure having 50 percent or more of the deed outside wall covered with dirt. The additional 400 square feet of conditioned space required to meet the 1,400 square foot minimum may be on the same or any other level.

(3) Building heights shall not exceed two stories, and a maximum of thirty (30) feet as measured from the main entry level to the highest peak of the roof except for Lots 162-190 which are governed by a Deed Restriction recorded at the Loudon County Tennessee Register of Deeds in Trust Deed Book 628, pages 400-407, dated August 22, 2002.

b. Garages. Each new house shall have a fully enclosed garage of sufficient size to park at least one automobile.

c. Out-Buildings; Mobile Homes. Detached garages, boat houses, and other accessory buildings are allowed with the provision that these are single story and do not exceed 1,200 square feet and are of similar and complementary architecture to the main building. Square footage of the out-building cannot exceed the square footage of the conditioned space on the floor level at or above finished grade, excluding the basement of the house on the same Lot. Mobile homes are prohibited. No home or accessory building may be located on any portion of the Lot which is outside of the designated construction area as defined by the various set-back and easement restrictions applicable to each Lot.

4. Architectural Control and Regulation. The Architectural Review Committee (the "Committee") shall be a standing committee appointed by the Board of Directors whose function is to aid Owners in their effort to build to the specifications and restrictions of the community and in aesthetic harmony with the standards of the community. No building, fence, wall, structure on a boat dock, mailbox or other structure shall be commenced, erected or maintained on or in the community, nor shall any exterior addition, change or alteration be made, until and unless the plans and specifications show in the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the Committee. This Committee, composed of not less than three nor more than seven representatives, shall make such decision of acceptance by a majority vote. In the event that said Committee fails to accept or deny in writing any complete submissions made to it within thirty (30) days of the date of submission, the submission shall be deemed to have met the requirements of the Committee except as such construction may be in violation of the restrictions of Contract No. TV 60,000A, to which this Committee has no power to grant a variance. The Committee shall have the right to set a reasonable fee to offset the expense of review of such plans and specifications or aid it may give to Owners in the preparation of suitable submissions. This Committee may also, through its Owners or duly authorized agents, and after sufficient notice to the Owner, exercise a right of access to any individual Lot or Living Unit at reasonable hours pursuant to the performance of its function.

5. Building Plan Approval. Prior to the construction of any new residence or other structure, a complete plan shall be submitted to the Committee for review. To be complete, plans must include a site plan showing utility, drives, building locations, property lines, easements and set-backs, a floor plan, an elevation of each side of each building, and material specifications. All construction must comply with applicable International Building Codes and local and State Fire Codes. Owner assumes all liability for completion and suitability of the structure and drainage and the Association or Architectural Review Committee shall not be held liable for any issues involved in the building, demolition or completion of any structure.

6. Set-Back Requirements. All buildings and structures shall be set back from the street or road right of way lines and from the periphery of the Property to comply with the following standards:

a. Front Yard - there should be a minimum front yard set-back of twenty (20) feet.

b. Periphery Boundary - all buildings or structures shall be set back from the periphery boundary not less than thirty-five (35) feet.

c. Side Yard - side yard setback shall be at least seven and one-half (7½) feet from the property line to the furthest outside wall unless the set back is also the periphery boundary.

d. Rear Yard - rear yard setback shall be at least twenty (20) feet unless the set back is also the periphery boundary.

7. Driveway Requirements. To insure adequate access for fire and other emergency equipment, no driveway shall be less than twelve (12) feet in width, nor climb grades incompatible for access by emergency vehicles, nor have an inside turning radius incompatible for access by emergency vehicles. All drives shall be paved with asphalt or concrete.

8. Erosion Control/Drainage. During and after construction, soil erosion shall be controlled at all times in accordance with Contract TV No. 60,000A. Where an Owner causes or allows activities which cause erosion and no correction is made, the Association may, but is not obligated to, make corrections due to soil erosion and then lien the property for an amount equal to all the cost of such correction, including, but not limited to, the legal, administrative, and labor and materials costs involved.

a. Catch basins and drainage areas are for the purpose of natural flow of water only. No improvements, obstructions, or debris shall be placed in these drainage areas. No Lot or Living Unit Owner or other Person may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.

b. Each Lot or Living Unit Owner shall be responsible for maintaining all drainage areas located on his/her Lot and, along with his/her neighbor, between his/her Lot and the neighboring Lot. Required maintenance shall include, but not be limited to, maintaining ground cover in drainage areas and removing any accumulated debris from catch basins and common area drainage.

c. Each Lot or Living Unit Owner shall be responsible for controlling the natural and man-made water flow from its Lot or Living Unit. No Owner shall be entitled to overburden the drainage areas or drainage system within any portion of the community with excessive water flow. Lot or Living Unit Owners shall be responsible for all remedial acts necessary to cure any unreasonable drainage flows from his/her Lot or Living Unit.

d. Use of designated drainage easement areas shall be subject to prohibitions against encroachment of structures into, over, or across the drainage easement areas that impedes water flow. The Association maintains the right, but not the obligation, to enter upon and maintain drainage Easement areas along streets.

9. Antennae. No antennae or other device for the transmission or reception of radio or television signals or any other electromagnetic radiation shall be erected, used or maintained outdoors and above ground, whether attached to a building or otherwise, within the community without the written approval of the Board of Directors or its designated committee, with the exception of antenna or dish of a diameter of one meter or less. Antennas must blend with surroundings and disguised to be unobtrusive.

10. Waste Storage. All waste must be stored in sealed containers in controlled areas that are not visible to any resident and are not subject to scattering of waste by animals. The burning of waste shall not be allowed at any time.

11. Firearms. No firearms may be discharged on the Property.

12. Fences. Fencing of property shall be permitted provided the design, color, and construction materials are approved by the Architectural Review Committee. No fence, gates, supporting structures, etc., shall permanently obstruct any Easement of record or exceed six feet in height. Fencing is to be for the backyard of the residence only except for instances approved by the Architectural Review Committee. All fencing will, in material, style and color be compatible with the general appearance of the Foothills Pointe Community. No chain link fences are permitted on private property.

13. Animals/Pets. Only common household pets may be kept in any residence. A maximum of three dogs are allowed per Living Unit, subject to grandfathering where the actual dogs owned by an Owner and permanently residing on a Lot or Living Unit as of the date of the recording of this Declaration in excess of this limit are permitted to continue to reside thereon, so long as they are not a nuisance. Once such a dog(s) who are permitted to stay even though there are more than three dogs living in the Living Unit die or permanently move away, the Lot or Living Unit must come into compliance with this restriction.

a. Owners must have complete and absolute control over their pets at all times. Owners are required to comply with all state and county pet regulations. No pet may be allowed to run at large or uncontrolled in the community and must be on a leash when off the Owner's property. The pet's owner or keeper shall immediately pick up and remove any solid animal waste deposited by their pet. No commercial activity involving animals/pets shall be allowed. No other animals, livestock, or poultry of any kind shall be kept, raised, bred, or maintained on any property within the Foothills Pointe Community. No animal can be permanently penned outdoors.

b. If an Owner has a visitor with dogs that results in more than three dogs per Living Unit, the Owner must request prior approval from the Board.

c. No pet may be kept on the Property which may be considered to be a danger to the community. No person may allow an animal, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal or chase or approach an individual in a menacing fashion or apparent attitude of attack. Any such dog shall be deemed a dangerous, menacing or vicious dog. The owner or keeper of a dog deemed dangerous, menacing or vicious shall be required to keep the dog muzzled at all times while outdoors and restrained by a substantial six foot or shorter chain or leash under the control of a competent person. Upon five (5) days written notice from the Board, the Owner of the Lot or Living Unit where such a dog is found or resided may be required to remove the pet from the community. Such determinations shall be the sole discretion of the Board without the consent of the Owner of the Lot or Living Unit affected, and the decision of the Board shall be absolute and final.

14. Equipment Storage. No boat, personal watercraft, mobile home, motor home, travel trailer, trailer, boat rigging, work truck larger than one-ton, recreational vehicle, motorcycle, bus, or unused or inoperable automobiles shall be parked/stored or kept in the street adjacent to any Lot or Living Unit or on any Lot or Living Unit within view of a street. No Owner of any Lot or Living Unit or any visitor or guest of any Owner shall be permitted to perform work on automobiles or other vehicles in driveways or streets other than work of a temporary nature. For the purposes of parking, storing or repairing a vehicle, the term

"temporary" shall mean that the vehicle shall not remain in driveways or streets in excess of seven (7) days. An Owner can request extension of time from the Board for unusual circumstances.

15. Assurance of the Completion of Buildings. Except for construction by the Developer which is exempt, any Owner or contractor, or builder constructing structures in the Community shall furnish the Association with proof and evidence that such construction will be completed in a timely fashion, as set forth herein. At the same time, the Association shall be furnished with proof that appropriate insurance is in effect to protect the Owner from such losses which would affect the completion of the structure. The building of a house is expected to be completed within one year of the start of construction. The Lot or Living Unit Owner can request an extension in writing from the Architectural Review Committee due to extenuating circumstances. In the event of noncompliance with the time limitations set forth above, the Association shall have the right, but not the obligation, to complete the construction and to bill the Owner for actual costs incurred plus ten (10%) for administration. In the event the Owner does not pay same, the Association can collect such amounts in the same manner as Assessments.

16. Maintenance by the Association. The Association shall maintain all of the roads, road easements and Common Areas as shown on the Plat. The Association shall not be obligated to maintain or perform any work on private property contained on or in any Lot, except as otherwise provided herein.

ARTICLE X

GENERAL PROVISIONS

Section A. Enforcement. The Association, the manager or managing agent, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, by-laws, rules, liens and personal charges now or hereafter imposed by the provisions of the Declaration. All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Governing documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' fees and court costs, incurred in such action. The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board, in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

Section B. Remedies. Additionally, the Board may impose sanctions, with the Board's approval, for violation(s) of the Governing Documents, after compliance with the notice and hearing procedures set forth in the Standard Guidance for Board Response to Violations and Due Process Procedure.

Such sanctions may include, without limitation:

1. imposing personal charges which shall be added to an Owner's account of moneys owed to the Association and collected in the same manner as Assessments. The Owner shall pay the personal charge upon notice from the Board;

2. suspending an Owner's right to vote;
3. suspending any Owner's and lessee's right to use all Common Facilities provided however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot or Living Unit; and
4. entering (either peaceably or forcibly), without liability to the Owner, any Lot upon which a violation or breach exists, and summarily abating and removing, at the expense of the violating Owner, anything or any condition that may exist thereon contrary to provisions of this Declaration. The Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass.

Section C. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by applicable law, all rights and powers of the Association may be exercised by the Board without a vote of the Ownership.

Section D. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. If any provision of the Declaration, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration shall be construed as if such invalid part was never included therein.

Section E. Amendment. This Declaration may be changed, extended, modified or rescinded upon written assent of Owners of more than fifty (50%) percent of the Lots and Living Units. Any amendment must be recorded in the Register of Deeds Office for Loudon County, Tennessee. The secretary of the Association may certify that the requisite number of assents have been obtained and are in the books and records of the Association. In such event, the written assents of the Owners themselves need not be recorded along with the amendment. No amendment shall alter any obligation to pay taxes or assessment for public improvements as herein provided or affect any lien for the payment thereof.

Section F. Notices. Notices provided for in this Declaration shall be in writing or electronic notification, and shall be addressed to the Association or Board, or any Owner, as the case may be, at its last known business or residential address, or at such other address provided therefore. The Association or Board may designate an address or addresses for notices to them, respectively, by giving written or electronic notice of each addressee to all Owners. Any Lot or Living Unit Owner may designate a different address for notices to him/her (other than to his/her Lot or Living Unit) by giving written or electronic notice to the Association.

1. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, when delivered in person with written acknowledgment of the receipt thereof, or when it enters an information processing system that the recipient has designated or uses for the purposes of receiving electronic transmissions or information of the type sent, and from which the recipient is able to retrieve the electronic transmission and it is in a form capable of being processed by that system.

2. Upon written or electronic request to the Association, the holder of any recorded mortgage or trust deed encumbering any Lot or Living Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot or Living Unit is subject to such mortgage or trust deed.

3. Upon written or electronic request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot or Living Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

a. Any delinquency in the payment of assessments or charges owed by an Owner of a Lot or Living Unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

b. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Foothills Pointe Owners' Association.

Section G. Transfer of a Lot or Living Unit - Notice to Association.

1. Transfers. An Owner may, under this Declaration, sell, give, devise, lease or otherwise transfer Title to his/her Lot or Living Unit to any Person, except that time share sales are not permitted.

2. Lease Conditions. An Owner shall not lease his/her Lot or Living Unit for any period less than six (6) months duration, with only two (2) such leases allowed in any calendar year. All leases shall be in writing and shall be for the purpose of single-family occupancy only. A copy of every such lease shall be provided to the Association Board prior to the commencement of the lease term.

a. Leases will not permit assignment, transfer, nor subletting, nor will Owner waive or fail to enforce lease provisions forbidding assignment, transfer or subletting. The Board shall be and is a third-party beneficiary of every such Lease and has the authority to enforce its terms and conditions for the Association's benefit, including, the provisions of these Declarations.

b. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Governing Documents, of the Owner making such lease and the lease shall expressly so provide. The Owner making such lease is not relieved thereby from any of said obligations and is equally responsible along with the lessee, for any infractions thereof.

3. Notice to Association of Certain Transfers. Whenever a Lot or Living Unit Owner shall propose to sell, give, devise, lease or otherwise transfer his/her Lot or Living Unit, or any interest therein, to any person or entity, said Lot or Living Unit Owner shall give the Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall briefly describe the type of transfer proposed by the Lot or Living Unit Owner and shall state the name and address of the proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any, effecting said transfer. The Board shall be furnished a photocopy of the final executed lease and recorded deed.

4. Association's Right to Purchase at a Foreclosure Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the remaining Lot or Living Unit Owners, any Lot or

Living Unit, or interest therein, at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for Common Expenses, or an order or direction of a court, or at any other involuntary sale.

5. Association's Right to Purchase Unsold Lots. The Board shall have the power and authority to bid and purchase, for and on behalf of the remaining Lot or Unit Owners, any lot never previously sold as shown in the Plat Book B, Slides 136 & 137 and subsequent changes thereto at the Register of Deeds, Loudon County, Tennessee.

Section H. Term. This Declaration shall be in effect for a term of ten years from their recordation and shall automatically renew every ten years thereafter on their ten year anniversary date unless amended or repealed as stated herein upon written assent of more than fifty percent (50%) of the Owners.

Section I. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association and/or the Owners directly affected thereby, as their interests may appear.

1. If a majority of the Board, in their sole and absolute discretion, approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within 120 days after taking by the condemning authority, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the mortgagees directly affected by the condemnation and the balance to the Owners directly affected. The decision of the Board as to fairness and reasonableness shall be binding upon all parties if such decision reasonably relates to the given facts.

2. If any of the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first deed of trust or mortgage on a Lot or Living Unit will be entitled to timely written notice of any such proceeding or proposed acquisition.

IN WITNESS WHEREOF, the undersigned, representing more than fifty percent (50%) of the Owners subject to this Declaration, have executed this Declaration as of the date first above written.

(See Attached signature pages which are attached hereto and made a part hereof.)

CERTIFICATE

I, Alicia B. Hooker, the duly elected Secretary of the Foothills Pointe Owners' Association, Inc. hereby certify that the attached signature pages represent approvals of more than fifty percent (50%) of the Owners in Foothills Pointe subject to the Declaration.

Alicia B. Hooker

Secretary, Foothills Point Owners' Association, Inc.

STATE OF TENNESSEE

COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Alicia B. Hooker, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself or herself to be the Secretary of Foothills Pointe Owners' Association, Inc., the within named bargainer, a corporation, and that as such Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contain, by signing the name of the corporation by himself or herself as Secretary.

Witness my hand and seal, this 17th day of December, 2018

Linda L. Gleckler
Notary Public

My Commission Expires: 9-14-2022



EXHIBIT "A" TO DECLARATION

LEGAL DESCRIPTION OF THE PROPERTY OF FOOTHILLS POINTE ON TELLICO LAKE:

Being all of that land located in Loudon County, Tennessee, described as follows:

Situated, lying and being in the Third Civil District of Loudon County, Tennessee, and more particularly described as follows:

To find the point of beginning, commence at the concrete R/W monument opposite centerline station 101+00 TVA Tellico Project 3221 and being the intersection of the centerline of Axley Chapel Road and Baker Creek Road, thence with the western R/W line of Axley Chapel Road bearing N. 35 deg. 40' 23" W. 349.15, thence N. 13 deg. 17' 46" E. 294.56 feet, thence with a curve to the right, having a radius of 2451.83 feet, bearing N. 2 deg. 40' 13" W. a chord distance of 281.24 feet to the point of beginning: (and proceeding the following calls and distances) Thence leaving said R/W with a curve to the left, having a radius of 332.62 feet, bearing N. 86 deg. 30' 04" W. a chord distance of 295.11 feet. thence S. 75 deg. 32' 10" W. 64.53 feet, thence S. 14 deg. 09' 33" E. 170.00 feet, thence S. 75 deg. 50' 27" W., 320.00 feet, thence S. 11 deg. 39' 33" E. 45.00 feet, thence with a curve to the right, having a radius of 209.65 feet, bearing S. 13 deg. 50' 27" W. a chord distance of 180.51 feet, thence S. 39 deg. 20' 27" W. 130.00 feet, thence with a curve to the left, having a radius of 189.74 feet, bearing S. 22 deg. 52' 03" E. a chord distance of 335.71 feet, thence S. 85 deg. 04' 33" E. 170.00 feet, thence with a curve to the right, having a radius of 126.62 feet, bearing S. 20 deg. 12' 03" E. a chord distance of 229.28 feet, thence S. 44 deg. 40' 27" W., 258.00 feet, thence S. 53 deg. 40' 27" W. 80.00 feet, thence S. 27 deg. 37' 05" E. 294.46 feet, thence S. 59 deg. 45' 01" W. 217.35 feet, to an iron, pin located on the 820 contour, thence leaving said 820 contour, S. 66 deg. 13' 26" W. 180.00 feet, thence N. 23 deg. 46' 34" W. 190.00 feet, thence N. 50 deg. 46' 34" W. 50.00 feet, thence N. 34 deg. 46' 34" W. 175.00 feet, thence S. 60 deg. 13' 26" W. 350.00 feet, thence S. 1 deg. 46' 34" E. 170.00 feet, thence S. 4S deg. 43' 26" W. 225.00 feet, thence S. 75 deg. 43' 26" W. 265.00 feet, thence N. 19 deg. 16' 34" W. 235.00 feet. Thence S. 70 deg. 43' 26" W. 30.05 feet, thence with a curve to the right Bearing N. 1 deg. 41' 31" W. a chord distance of 112.74 feet, thence S. 51 deg. 33' 49" W. 210.00 feet, N. 43 deg. 52' 56" W. 65.00 feet to the point on the 820 contour. Thence continuing with the 820 contour the following calls and distances: N. 46 deg. 07' 24" E. 200 feet; thence N. 68 deg. 03' 42" W. 298.65 feet; thence N. 17 deg. 57' 39" W. 698.76 feet; thence N. 19 deg. 24' 41" E. 121.50 feet; thence S. 85 deg. 19' 35" E. 113.39 feet; thence S. 47 deg. 03' 44" E. 206.05 feet; thence N. 52 deg. 51' 32" E. 213.98 feet; thence N. 14 deg. 01' 38" W. 193.34 feet; thence N. 75 deg. 02' 43" E. 158.38 feet; thence S. 41 deg. 32' 10" E. 142.32 feet; thence N. 86 deg. 38' 16" E. 157.97 feet; thence N. 38 deg. 21' 28" E. 230.68 feet; thence S. 86 deg. 11' 45" W. 241.62 feet; thence N. 9 deg. 02' 45" E. 78.37 feet; thence N. 50 deg. 35' 38" E. 132.75 feet; thence N. 83 deg. 55' 47" E. 242.20 feet, thence N. 58 deg. 47' 38" E. 112.23 feet, thence leaving said 820 contour bearing S. 31 deg. 12' 22" E. 240.00 feet, thence N. 32 deg. 10' 45" E. 370.00 feet; thence N. 41 deg. 10' 45" E. 150.00 feet, thence N. 71 deg. 01' 33" E. 465.00 feet, thence S. 45 deg. 09' 26" E. 229.09

feet, thence with a curve to the right, having a radius of 392.62 feet, bearing S. 77 deg. 46' E. a chord distance of 176.05 feet to the point on the western R/W of Axley Chapel Road, thence continuing with said R/W, with a curve to the left having a radius of 2451.83 feet, bearing S. 1 deg. 47' 35" W. a chord distance of 32.95 feet, thence continuing with said curve to the left, bearing S. 1 deg. 00' 47" W. 33.82 feet to the point of beginning. Said tract contains 57.79 acres, more or less, as shown on survey of Sizemore-Lynch Associates, Project Number 1386.

Being the same property conveyed to Foothills Retirement Development, Inc. by Special Warranty Deed from the Tellico Reservoir Development Agency, of record at the Register of Deeds, Loudon County, Tennessee, in Deed Book, Volume 162, Page 610.

The above described property is encumbered by easements for access and drainage, and by other restrictions for the use and benefit of Foothills Pointe Owners' Association, Inc., and its Members.

EXHIBIT A-1 TO DECLARATION

LEGAL DESCRIPTION OF THE COMMON AREA OR COMMON ELEMENTS OF FOOTHILLS
POINTE ON TELLICO LAKE

Being all of that land. located in Loudon County. Tennessee, as more particularly described in Exhibit "A" to the Declaration of Covenants. Conditions and Restrictions of Foothills Pointe on Tellico Lake, of which this Exhibit A-1 is a part, and subject to all of the same encumbrances therein described and referred to.

However, there is specifically EXCLUDED and EXCEPTED from the above described property all numbered and platted lots, and all living units which may be erected thereon. and any public streets, if any, either now or which may be dedicated to public use in the future, as shown on a plat of survey of the property of record in Plat Cabinet B, Slides 136 and 137, Register of Deeds, Loudon County, Tennessee, and any plats of survey showing additional numbered and platted lots or living units recorded hereafter.

BK/PG: T1392/457-567
18010596

111 PGS:AL-AMENDED RESTRICTIONS	
TAMMY BATCH: 143964	
12/18/2018 - 01:00:12 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	555.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	557.00

STATE OF TENNESSEE, LOUDON COUNTY
TRACIE LITTLETON
REGISTER OF DEEDS