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File

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SEVEN LAKES SUBDIVISION**

(Cross Reference: Original Instrument at Book 8901, Page 179; Most Recent Amendment at Book 11533, Page 52)

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEVEN LAKES SUBDIVISION (this "Amendment") is executed to be effective as of the 2nd day of Nov., 2022, by PRATT LAND & DEVELOPMENT, LLC, a Tennessee limited liability company (the "Declarant" or "Developer").

Recitals:

- A. Seven Lakes Subdivision (the "Development") is a residential development consisting of property described on Exhibit "A" attached hereto and incorporated herein by reference and governed by that certain Declaration of Covenants, Conditions, and Restrictions recorded at Book 8901, Page 179, Register's Office of Hamilton County, Tennessee (the Register's Office), as amended from time to time (collectively, the "Declaration").
- B. Declarant, pursuant to the provisions of the Assignment of Declarant Rights for Seven Lakes as recorded in Book 10405, Page 639, in the Register's Office, is the assignee of the original Declarant, SEVEN LAKES ASSOCIATES, LLC, and has retained the right to amend the Declaration pursuant to Section 12.3 of the Declaration, and it is executing and recording this Amendment pursuant thereto.
- C. Declarant has determined that it would be beneficial to the Development to make amendments to the Declaration concerning the Development's operation, and certain other provisions that provide for the general welfare and wellbeing of the Development as addressed herein.
- D. Declarant has the power to make and record this Amendment pursuant to Section 12.3 of the Declaration, which states that Developer has the right to amend or modify the Declaration in any respect from time to time prior to the date that Developer no longer has the right to appoint the Board in accordance with Section 4.2 of the Declaration, which has not yet occurred.

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Amendment:

Now therefore, for and in consideration of the mutual benefits provided herein by this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant declares that the above recitals are true and correct



and are herein incorporated by reference, and further declares that the Declaration is hereby amended as follows:

1. **Capitalized Terms:** All capitalized terms, the definitions of which are not herein specifically provided, shall have the meanings ascribed to them in the Declaration.
2. **Amendment to Article 3.1- Association.** The last sentence of Article 3.1 of the Declaration that defines the equitable ownership of each Member as 1/75th of the common properties does not accurately reflect the extent to which the Development has grown and expanded over the years and is hereby deleted in its entirety and replaced with the following language:

Each Member, in his or her capacity as a Member of the Association, shall have an undivided interest in and to the Common Properties, including the right of ingress and egress across the private roads and the use of the community lots.

3. **Amendment to Article 4.9-Meetings of the Board.** Article 4.9 is amended to require at least three (3) members of the Board to constitute a quorum. The second sentence of Article 4.9 is deleted and replaced with the following language:

Three (3) members of the Board (one of which must be the President or Vice President) shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board.

4. **Amendment to Article 5.3 - Special Meeting (as previously amended).** Article 5.3 as Amended on November 6, 2018, by the Amendment to Declaration Covenants Conditions and Restrictions for Seven Lakes Subdivision (Book 11533, Page 52) is further amended to provide that written notice of any special meeting must be delivered to all Owners not less than thirty (30) days prior to the date fixed for said meeting. All other provisions of Article 5.3 as previously amended shall remain unchanged and in full force and effect.

5. **Amendment to Article 5.2-Annual Meeting.** The date fixed for the annual meeting is hereby changed and will hereafter be held the second week of November from year to year. All other provisions of Article 5.2 shall remain in full force and effect.

6. **Amendment to Article 7.3(a) Use of Lots-Restrictions.** Article 7.3(a) is amended to add the following provision after the existing last sentence:

“Immediate family” or “non-extended family” for purposes of Article 7 and this Declaration shall be defined as a spouse, parent, child, stepchild, brother, sister, in-laws, or grandparents as set forth at Tenn. Code Ann. § 4-51-102.

7. **Amendment to Article 7.3 (e) Upkeep of Unit and Lot- Restrictions.** The provision is amended to delete the third sentence stating that Owners shall abide by the rules and regulations of the City of Chattanooga as it relates to the storage and disposal of garbage and refuse. The following sentence is added to replace the deleted second sentence, with all other provisions of Article 7.3(e) to remain in full force and effect:

The earliest Owners may place trash cans curbside for pickup is 5pm the night before the scheduled pick up. Owners will retrieve their trash can by end of day on the day of pickup, and shall abide by the rules and regulations of their refuse collection provider.

8. **Amendment to Article 7.3(b) Exterior Changes and Modifications- Restrictions.** The provision is amended to add the following sentences to provide clarity on the Board's role in forming a committee to review Owner requests for exterior changes and modifications, and to provide guidance on the placement of flags or other yard signs:

Notwithstanding the foregoing, the Board, once Declarant has formed a permanent Board as set forth in Article IV, may form a Committee as set forth in Article II of this Declaration to review, approve, or deny all Owner requests for exterior changes and modifications subject to the terms and conditions of the Declaration and Bylaws and other rules and regulations as promulgated by the Board from time to time. If no Committee is formed, then the Board shall have all rights and responsibilities of the Committee as set forth in this Declaration until such committee is formed. Approval from the Committee or Board must be obtained for the time, placement, size, and manner of display of any holiday flags or other flags or signs with such flags or signs to not exceed 3 feet by 5 feet in dimension, and with such flags or signs or other displays to not contain vulgar or otherwise offensive or incendiary language or images as may be determined by the Committee or Board.

9. **Amendment to Article 7.3(d) Unit Rental- Restrictions.** The provision is amended to add the following sentences to address the problems that have arisen with absentee landlords and short-term rentals:

Any proposed lease for any unit must be provided to the Declarant or Board for approval. The Board will not unreasonably deny any Owner the right to lease their unit. All leases must be in writing, and for no less than one year term for the initial lease term. Verbal leases and short-term rentals for less than one year are strictly prohibited. An owner may not lease more than three (3) units in the Seven Lakes community at any given time.

Any Owner who is currently leasing more than three (3) units in the Seven Lakes Community as of the date of this amendment may continue to do so and will be granted a variance by the Board, on the condition that said Owner abides by all other provisions of these Amendments and does not lease out any additional Units. By way of example, an Owner who is currently leasing five (5) units in the Seven Lakes Community may continue

to do so until such time that said Owner conveys one or more of their existing leased Units. Such Owner may not then acquire an additional unit to lease and will be restricted to leasing out the four (4) units or less that remain under their ownership. In the event such an Owner's interest is reduced to three leased Units or less, then said Owner shall be subjected to the three (3) Unit rental restriction set forth herein, and may not lease out any additional Units that exceed the three (3) unit rental restriction.

- 10. Amendment to Article 7.3(j) Temporary Structures- Restrictions.** The provision is amended to add the following sentences to address recent issues with the long-term placement of dumpsters or PODs by Owners:

Approval by the Board must be obtained for the placement of any dumpster or storage containers such as a PODS or other container. Approval will not be unreasonably withheld, and the initial approval period shall be for three (3) weeks. Continuing approval is necessary for any long-term dumpster, container, or PODS placement that exceeds three (3) weeks, and any such extended term shall be at the Board's discretion.

- 11. Amendment to Article 7.3(n)(ii) Building Requirements- Exterior Elevation- Restrictions.** The provision is amended to delete any reference to Vinyl siding. Vinyl siding is not allowed in the Seven Lakes community. Vinyl soffits, vinyl fascia, and vinyl shakes shall continue to be allowed.

- 12. Amendment to Article 7.3(n)(ix) Building Requirements -Fences- Restrictions.** This provision is amended to allow for the placement of white fences. The last sentence is amended as follows:

Wrought iron or aluminum fences shall be either black or brown in color, and plastic fences should be white, and all fences shall be subject to the approval of the Committee or the Declarant/Board. All trash enclosure modifications must have prior Board approval.

- 13. Amendment to Article 7.3(n)(viii) Building Requirements- Solar Panels- Restrictions.** This provision is deleted, and the following replacement provision included to allow for the placement of solar panels subject to the Committee or Board approval:

Solar panels are allowed subject to approval of the Committee or Board. Panels shall be placed upon the back of the unit. If placement on the back of the unit is not feasible due to the unit's orientation to available sunlight, the Committee or Board may allow placement of solar panels on the side portion of the unit in the Committee or Board's discretion. In no event shall solar panels be allowed on the front of the unit.

- 14. Amendment to Article 7.3(n)(xiv) Building Requirements: Garages- Restrictions.** The provision is amended to add the following sentences to address the parking of large trucks, RVs, campers, and other vehicles too large to fit in a garage:

The long-term parking of large vehicles such as trucks, RVs, campers, or other vehicles too large to be parked in a garage are not permitted upon any Unit without prior written approval of the Board or Committee. Short term parking of any large vehicle is allowed for no more than 48 hours and the large vehicle is only permitted in the driveway. In no event may a large vehicle be parked in the yard of any unit or on the sidewalk, or on the street in front of the home. In the event the RV/Camper is too large for the driveway, it may be allowed on the street in front of the Unit or in the overflow parking lot on Wilson Creek Drive for no more than 24 hours with prior written approval of the Board.

- 15. Amendment to Article 7.3(ee) Vehicle Parking-Restrictions.** This provision is amended to clarify that commercial vehicles may not be parked in a Unit driveway overnight and to clarify the status of commercially wrapped vehicles. The following sentences are added for clarification:

No commercial vehicle shall be parked overnight outside of a garage. Commercially wrapped vehicles that contain more than 10 percent of the vehicle surface covered with a company logo may not be parked outside overnight.

- 16. Amendment to Article 7.3(o) Animals- Restrictions.** The provision is amended to clarify that all pets, including cats, must be leashed when not located at an Owners unit. No pets will be allowed to roam freely in the community. The following sentences are added:

Under no circumstances shall any pet, including dogs and cats, be allowed to roam freely in the Seven Lakes community. All pets must be leashed when not located at an Owner's unit. Owners are required to clean up any feces of their pets if their pets relieve themselves in a common area or upon the property of another Owner. Any pets allowed to roam the Seven Lakes community may be removed from the community by the Board at the Owner's expense as provided herein.

- 17. Amendment to Article 7.3(q) Gardens- Restrictions.** The provision is amended to allow vegetable gardens or fruit trees in the backyards of homes subject to the Board or Committee approval. The provision is deleted, and the following replacement provision is included:

Small vegetable gardens and fruit plants may be allowed with the written permission of the Declarant, Board or Committee. Any approved vegetable garden must be placed in the backyard of Units subject to appropriate size and box limitations, and may not be visible from the front yard of the Unit.

- 18. Amendment to Article 7.3(ss) Swimming Pools- Restrictions.** The provision is amended to prohibit the installation of above ground pools. The provision is also amended to require that only appropriately licensed and bonded pool contractors may be hired to construct and install in-ground pools

in the Seven Lakes Community. The first sentence is amended to delete "unless pre-approved by Declarant or Board". The following sentence is also added at the end of the provision:


Only licensed and appropriately bonded pool contractors shall be approved by the Declarant, Committee or Board to install or construct any in-ground pool in the Seven Lakes community. Proof of the pool contractor's licensure and bonding status shall be provided to the Declarant, Committee or Board prior to commencement of work.

19. **No further Amendment.** Except as expressly hereby amended, the Declaration and all amendments thereto remain in full force and effect without further amendment.

[Signatures on the following page]

DECLARANT:

PRATT LAND & DEVELOPMENT, LLC, A
Tennessee limited liability company.

By: 
James E. Pratt, Jr.
Secretary and CFO

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this 21st day of November, 2022, personally appeared before me, a Notary Public in the State and County aforesaid, JAMES E. PRATT, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Secretary and CFO of Pratt Land & Development, LLC, a Tennessee Limited Liability Company, the within named bargainer, and that such Secretary and CFO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Secretary and CFO .

Sworn to and subscribed before me this 21st day of November, 2022.


NOTARY PUBLIC
My Commission Expires: 11-26-23

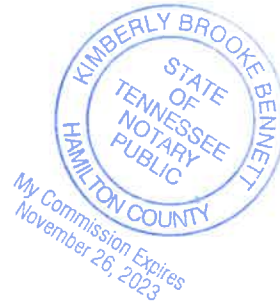


EXHIBIT A

Located in the Second Civil District of Hamilton County, Tennessee:

Lots shown on plats of Seven Lakes Subdivision of record in Plat Book 90, Pages 66-68, Plat Book 92, Page 115, Plat Book 92, Page 119 (excluding Lots 79 and 80 per Amendment at Book 10487, Page 268), Plat Book 92, Pages 120-121, Plat Book 95, Page 110, Plat Book 95, Page 154, Plat Book 96, Page 9, Plat Book 96, Page 118, Plat Book 96, Page 160, Plat Book 96, Page 196, Plat Book 98, Page 198, Plat Book 100, Page 195, Plat Book 105, Page 2, Plat Book 107, Page 65, and Plat Book 109, Page 120 in the Register's Office of Hamilton County, Tennessee, and all future Development Areas and phases of the Seven Lakes Subdivision.