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↓ CONTINUE BELOW TO COVENANTS & RESTRICTIONS ↓



Points of Pickwick

Declaration
Of
Covenants,
Conditions,
And
Restrictions

**At the June 2, 2007 meeting of the Points of
Pickwick Owners Association, the following
Amendments were voted upon and by a majority
vote is part of the original Declaration of
Covenants, Conditions and Restrictions**

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR
POINTS OF PICKWICK UNIT "B", PHASE 1

This Amendment, made this the 2nd day of June, 2007, by the undersigned, representing more than sixty percent (60%) of the Lot Owners in the Points of Pickwick subdivision, as shown by plat of record as shown on Exhibit A attached hereto, all in the Register's Office of Hardin County, Tennessee (the "Subdivision").

WITNESSETH:

Whereas, Points of Pickwick, Inc. (as "Declarant") entered into a certain Declaration of Covenants, Conditions, and Restrictions for the Subdivision on November 5, 1990, the same being of records at Book 142, Page 688 in the Register's Office of Hardin County, Tennessee (the "Declaration"); and

Whereas, the Declaration provides that the same may be amended by an instrument signed by not less than sixty percent (60%) of the Lot Owners in the Subdivision, and

Whereas, the undersigned parties represent more than sixty percent (60%) of the Lot Owners and desire to modify and amend the Declaration as set out herein.

Now, therefore, the undersigned do hereby amend the Declaration as follows:

1. Article V, Section 2, is hereby amended by adding the following provision to the end of the first paragraph:

At the time any Owners submits Plans for review and approval to the Architectural Review Committee ("ARC"), the Owners shall deposit with the ARC a deposit of \$1,000.00, which will be held by the ARC until construction is complete and all of Owner's obligation to the ARC and the Association relating to such construction have been fully discharged. In the event that Owner

fails to comply with the Declaration or any other rules or regulations relating to erosion control, debris removal, site clean-up or other matters relating to the construction of the improvements, the ARC shall be authorized to expend the deposit or any part thereof to perform such obligations of the Owner. Any portion of the deposit which has not been utilized by the ARC shall be refunded to the Owner upon completion of construction and upon full compliance by the Owner with the requirements of the Declaration and such rules and regulations promulgated pursuant to the Declaration relating to the construction of the improvements.

2. Article V, Section 4 is hereby deleted in its entirety and replaced with the following provision:

Section 4. SQUARE FOOTAGE. Except as provided herein, all home construction following the date of this Amendment shall have a minimum of two thousand (2,000) heated and cooled square feet, exclusive of porches, patios, and decks, unless the same are fully enclosed and heated and cooled, however the ARC reserves the right, in its sole discretion, to allow a variance of up to two hundred (200) square feet, if it reasonably determines that the construction of the home of such size will not negatively impact the other homes or Owners. No structure shall be erected, placed, altered or permitted to remain on any Lot other than one detached single-family dwelling and its related service buildings as are permitted under the Declaration and applicable building codes. Provided however, that if a home exists at the time of this Amendment which is smaller than the minimum size provided herein, nothing contained herein shall prohibit the Owner of such home from rebuilding it at a similar size if the existing home is damaged or destroyed by fire, storm or other casualty outside of the Owner's control.

3. Article VI, Section 3. C. is hereby amended by deleting the term "for rent or".

4. Article VI, Section 3, O. is hereby deleted in its entirety and replaced with the following:

Antennas. Without prior written approval and the authorization of the Architectural Review Committee, no exterior television, radio, or other type of antennas or satellite dishes of any sort, with the exception of a satellite dish no larger than 18" in diameter, shall be placed, allowed, or maintained upon any Lot or any improvements or structure located thereon, unless such antenna dish shall be located out of site of any other Lot, any public road or public area, or the water.

5. Article VI, Section 3. P. is hereby amended by deleting the last sentence "Outdoor television and dish antennas will not be permitted."

6. Article VI, Section 3, EE. is hereby deleted in its entirety and replaced with the following:

Timely Completion. From commencement to completion (defined by issuance of a certificate of occupancy or other permit allowing occupancy of the structure as a dwelling by local code enforcement and actual occupancy thereof), the construction of a residence or any approved structure shall be substantially completed in ten (10) months. The date of commencement and the required date for completion will be determined in writing with notification to the Lot Owner by the ARC. If the Owner is unable to complete its construction within the time period afforded, it may submit a request for an extension of time to the ARC detailing the reason that additional time is needed. Such request shall be submitted no less than fifteen (15) days prior to the expiration of the original time period and shall be grant for good cause shown at the discretion of the ARC.

7. Article VI, Section 3, FF. is hereby deleted in its entirety and is replaced with the following:

The roadways are intended for the use of cars, trucks, golf carts, motor cycles and similar vehicles. The use of off-road, four wheeled vehicles on the paved roads within the subdivision shall not be deemed a violation of the Declaration provided that such vehicles do not make loud noises or emit excessive pollution which are reasonably likely to disturb others or impair another Owner's use and enjoyment of its property. Two-wheeled off road vehicles which are not licensed for use on public roads and streets, and any other vehicle which makes loud noises or emits excessive pollution which is reasonably likely to disturb others or impair another Owner's use and enjoyment of its property are not permitted in the subdivision and no Owner shall bring or permit its invitees to bring such vehicle into the subdivision or operate such vehicle therein. No vehicles shall be permitted to operate off-road except upon the private Lot of an Owner by such Owner or its invitees.

8. Article VI, Section 3 is hereby further amended by the addition of the following sections:

JJ. Renting and Leasing. No owner may rent, lease or otherwise allow the use of their Lot(s) and improvements thereon or admission to the Points of Pickwick or its common areas to the general public or other parties, except as provided below.

(i.) An owner may rent or lease its Lot and the improvements thereon for a period of not less than thirty (30) consecutive days to the same person(s), provided the Owner furnished prior written notice to the Association of its intention to lease its property and identifying the names of the parties to whom the property is to be leased, the term of such lease, and shall furnish the make, model and license plate number of each vehicle which will be brought into the subdivision by such lessees.

(ii.) An Owner may permit its family and guests to use its Lot and the improvements thereon and the common areas of the subdivision provided that no payment or other consideration is received by the Owner for such use. If the Owner will not be present during the time that such family or guests will be using its property or the common areas, the Owner shall furnish prior written notice to the Association of the names and identification of the vehicles which will be brought into the subdivision. In any event, it shall be the responsibility of the Owner to provide for its family's and guests' access to the subdivision.

(iii.) An Owner shall be responsible for the acts of any tenant, lessee, guest, licensee, invitee, contractor or other person allowed into the subdivision by the Owner. Owners shall take such actions as are necessary to cause such parties to comply with the Declaration and any rules or regulations set out by the Association.

KK. ACCESS CONTROL. Each Owner shall furnish written notice to the Association of all parties who will utilize access cards, remote controls, access codes or other means of accessing or gaining entry into the subdivision through any security gate or other security device, when such card, control, code or other means was issued to the Owner, including without limitation, family, guests, contractors, housekeeping, or other parties providing maintenance or other services to the Owner or its property.

LL. NOTICES. Any notices to the Association which are required pursuant to this Article VI, Section, shall be delivered by hand delivery, mail, fax, or e-mail as may, from time to time be directed by the Association through its publications to the Owners. All notice of third-party access to the subdivision shall be given in advance of such access or use so as to allow a timely distribution of the names and details of such access to security personnel and management.

MM. WEEKEND AND HOLIDAY WORK. Except as expressly provided in this Section MM, no Owner shall permit work by other parties to be done upon its Lot or property during federal holidays or between the hours of 4:30 P.M. Friday through 6:00 A.M. the following Monday (the "Restricted Hours"), including without limitation, carpentry, landscaping, mulching, or exterior painting, and no Owner shall perform work itself or shall permit other parties to perform work during the Restricted Hours which will cause excessive noise or which may disturb other Owners or their use and enjoyment of their property. An Owner may permit work to be performed by itself or third parties during the Restricted Hours which is done exclusively on the interior of Owner's dwelling or other improvements and which does not cause excessive noise and does not disturb other Owners of their use and enjoyment of their property, provided, however, that the Owner shall not permit any trucks in excess of a three-quarter ton side or any trailers to be brought into the Subdivision in conjunction with any such work performed by any party during the Restricted Hours. Nothing in this provision shall prohibit any Owner from making repairs of an emergency type during the Restricted Hours, provided that the Owner furnish prior notice of such emergency repairs to the property manager or other party designated by the Association. Emergency repairs shall include repairs which, if left unremedied during the Restricted Hours, is reasonably likely to cause further damage to an Owner's property or improvements or endanger the person or property of Owner or other parties. However, emergency repairs shall not include repairs, the need for which has been known by the Owner more than one week prior to the Restricted Hours and which have been delayed by the Owner for its convenience, and shall not include routine maintenance of an Owner's property.

9. Article IX. Section 3 is hereby amended by the addition of the following provision:

The Association may, from time to time, establish fines or other monetary penalties for violations of the Declaration or any rules or regulations adopted by the Association, provided such fines or penalties are distributed to the Owners no less than thirty days (30) days prior to the date such measures are to take effect.

10. Restatement. Except as expressly modified and amended hereby, the Declaration is hereby restated in its entirety and is hereby re-adopted and reaffirmed by the Association and the Lot Owners executing this Amendment. All terms, covenants and provisions of the Declaration which conflict with the terms of this Amendment are hereby amended, modified, deleted or superseded in accordance with the terms hereof.

AMENDMENT TO THE BYLAWS OF
POINTS OF PICKWICK OWNERS ASSOCIATION, INC.

Pursuant to proper notice, the Board of Directors proposed certain amendments to the Bylaws of the Corporation, and such proposal was brought before Members at the annual meeting on June 2, 2007. Upon certification of a quorum and the affirmative vote of the majority of the Members, representing a majority of all votes entitled to be cast at such meeting, the Bylaws of the Corporation are hereby amended as follows:

1. Article IV, Section 2 is hereby amended by changing the date of the annual meeting. The annual meeting of the Members of the Association shall hereafter be held on the third (3rd) Saturday of May of each year, unless the date of such meeting is changed by no less than thirty (30) days' prior written notice from the Board of Directors.
2. Article V, Section 1 is hereby deleted in its entirety and replaced with the following provision:

Section 1. **Number and Qualification.** The affairs of the Association shall be governed by the board of directors composed of at least five (5) natural persons and not more than fourteen (14) natural persons, a majority of whom shall be Members of the Association or officers, members or shareholders of an entity which is a Member of the Association.

The undersigned President and Vice President/Secretary of Points of Pickwick Owners Association, Inc. hereby certify that the foregoing is a true and exact copy of the amendment to the Charter of the Corporation adopted by the Members at their annual meeting on June 2, 2007.

R.E. Linkous, President G. Edmond Clark, Vice Pres./Secy

Points of Pickwick Unit “B” Phase I

Declaration of Covenants, Conditions and Restrictions

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**POINTS OF PICKWICK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 5th day of November 1990, by POINTS DEVELOPMENT, INC., a Tennessee corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain property located in the County of Hardin, State of Tennessee, described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities on said property and to this end desires to subject a portion of the real property as described on Exhibit "B" to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, Declarant will incorporate under the laws of the State of Tennessee as a non-profit, nonstock corporation, Points of Pickwick Owners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "B" attached hereto and made a part hereof, shall be held, transferred, sold, conveyed, hypothecated or encumbered, used and occupied, subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

Section 1 "Association" shall mean and refer to Points of Pickwick Owners Association, Inc., a non-profit, nonstock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association Charter and ByLaws are attached hereto marked Exhibits "C" and "D", respectively, and made a part hereof.

Section 2 "Architectural Review Committee" shall mean the Committee which shall have the responsibility of enforcing the restrictions set forth in this Declaration for the development or redevelopment of each Lot.

Section 3 "Declarant" shall mean and refer to Points Development, Inc., a Tennessee corporation, with offices at 330 South Maple Street, Adamsville, Tennessee 38310, its successors and assigns. "Declarant" shall be synonymous with "Developer" for the purposes of this Declaration.

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

Section 5 "Single Family Detached Residential Lot" shall mean and refer to the plots of land designated with Numbers 1 through 65, both inclusive, as shown on Plat of record in Plat Book 2, Page 150, in the Register's Office of Hardin County, Tennessee, or any other re-subdivision thereof as herein provided. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the zoning laws of Hardin County, Tennessee, from time to time. Nothing in this Section or herein elsewhere shall be construed to prohibit the Declarant from the use of any Lot or Lots which Declarant owns for

promotional or display purposes as "models." For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recorded deed from and after date hereof.

Section 6 "Zero Lot Line Multi-Family Attached Residential Lot" shall mean and refer to those plots of land within the tract shown on Plat of record in Plat Book 2, Page 150, in the Register's Office of Hardin County, Tennessee, or any re-subdivision thereof where the Developer may re-subdivide three or more contiguous lots and create zero lot line multi-family attached dwellings for residential use. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the zoning laws of Hardin County, Tennessee, from time to time. Before the Developer exercises its right hereby specifically reserved, it must have a minimum of one unsold Lot on either side of the Lot assemblage to be re-subdivided or the approval of each Lot Owner on both sides. Further, for all purposes hereunder, it shall be understood and agreed that certain Lots may at any time be re-subdivided into smaller residential developments, *i.e.*, condominium project, cluster, or zero lot line residential projects, and in such event the property associated therewith will be subject to the same architectural and building restrictions.

Section 7 "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 9 "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 10 "Property" or "Properties" shall mean and refer to that certain real property hereinabove described and such additions thereto as may be brought within the jurisdiction of the Association.

Section 11 "Residential Community" shall mean the development known as Points of Pickwick.

Section 12 "Class A Lot" shall mean the Lot or Lots owned by a Lot Owner, with exception of Declarant.

Section 13 "Class B Lot" shall mean the Lot or Lots owned by Declarant.

Section 14 "Common Area" shall mean all real property, easements and property rights owned or assigned to the Association for the common use and enjoyment of the Members of the Association, referred to as Lot 66 as shown on Plat of record filed in Plat Book 2, Page 150, in the Register's Office of Hardin County, Tennessee, incorporated herein by reference.

ARTICLE II

PROPERTY RIGHTS

Section 1 OWNER'S 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, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of recreational facilities situated upon the Common Area.

B. The right of the Association to dedicate or transfer all or any part of the Common Area including, without limitation, roads and easements, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer of all or any part of the Common Area shall be effective unless agreed to by Declarant until such time as the area described in Exhibit "A" attached hereto and made a part hereof (of which the Lots are a part) has been completely developed. Declarant reserves, for himself, the right to dedicate, transfer or create utilities between the Property and that

Property described in Exhibit "A" for the benefit of either Property described in Exhibits "A" or "B" without the consent of any owner or the Association until such time as all the Property described in Exhibit "A" is developed.

C. The right of the Association to suspend any enjoyment rights of any Member for any period in which any assessments remain unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

D. The right of the Declarant and of the Association to protect and maintain the private easements and rights of way on, over and across the Lots on Property, as referenced on Exhibits "A" or "B" attached hereto and incorporated herein by reference.

E. The right of the Declarant and the Association, but not the obligation, to protect, maintain and inspect the security area improvements and any perimeter fence, wall and gate, including the landscaping and wall improvements associated with Points of Pickwick, constructed on certain of the Lots, and Common Area, all within the Residential Community. Further, the right of the Declarant and of the Association, but not the obligation, to protect, maintain and inspect any sprinkler system and electrical lines servicing the Common Area, and entry areas, of the Residential Community.

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

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

H. The right of the Association to merge with any other association.

Section 2 ROADS AND EASEMENTS. The roads and private easements noted within Points of Pickwick are private roads and easements. By remaining private, the responsibility for payment of maintenance and repair expenses for said roads and easements shall remain the responsibility of the individual Lot Owners and be paid for by assessments levied by the Association as provided herein.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

Section 1. MEMBERS. Every person who is the record owner of a fee or undivided fee interest in any Lot within the Property shall be a Member of the Association, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Residential Community known as Points of Pickwick. Ownership of such Lot shall be the sole qualification for membership.

Section 2. CLASSIFICATION OF MEMBERS. Members shall be divided into two classes denominated as Class A Members and Class B Members and defined as follows:

A. Class A Members shall be all Owners, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership. When more than one Person holds such interest or interests in any Lot, all such Persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. In the event Joint Owners of a Lot have not determined among themselves as to the mode and manner of a vote, then, in that event, the vote associated with that Lot shall be excluded.

B. Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot in which it holds the interest required for Membership. The Class B Membership rights shall cease and be

conveyed to Class A Membership upon the happening of either of the following events, whichever occurs earlier:

- a. When the total votes outstanding in Class A Membership equal the total votes in Class B Membership; or
- b. Upon filing of record an Affidavit by Declarant assigning to Class A Members all of the rights and privileges of the Class B Member.

From and after the happening of these events, whichever occurs first, the Class B Member shall be deemed to be a Class A Member, entitled to one (1) vote for each Lot in which it holds the interest required for such Membership.

Section 3 VOTING. At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the Members representing a fifty-one (51%) percent majority of the total votes cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless an objection or protest by any other Owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Members shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 4 PROXIES. A Member may appoint any other Member or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's By-Laws.

Section 5 QUORUM. The presence, either in person or by proxy, of Members representing at least fiftyone (51%) pe-rcent of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members in accordance with the provisions of the By-Laws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 CREATION OF THE LIEN AND PERSONAL ASSESSMENTS. The Declarant, for each Lot owned within the Property, hereby covenants and agrees to pay, and each Owner of any Lot at the time of acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association:

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

Developer covenants to be responsible for the initial capital improvements for development of the Property, all as shown on the Plat of record in Plat Book 2, Page 150, heretofore referenced. The annual,, special and emergency assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due.

Section 2 PROPORTIONATE SHARE OF ASSESSMENT AND CARRYING CHARGES OF TEE ASSOCIATION. All assessments for the purposes as herein provided shall be assessed on a pro rata basis based on the total number of Lots in the Development when finally complete, counting each zero lot or other multifamily unit as one Lot.

Section 3 ANNUAL ASSESSMENTS AND CARRYING CHARGES OF THE ASSOCIATION. Each Class A Member and the Class B Member of the Association shall pay to the Association a sum (herein sometimes referred to as "Assessments" or "Carrying Charges") equal to the Member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, payable either in monthly or annual installments as so determined by the Board of Directors, including, but in no way limited, to the following:

- A. The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any;
- B. The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any;
- C. The cost of extended liability insurance and the cost of such other insurance as the Association may determine;
- D. The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements;
- E. The estimated cost of repairs, maintenance and replacements of the roads, easements and improvements to Common Areas as called for herein.

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

Section 4

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

B. **MULTIPLE BOAT SLIP SPECIAL ASSESSMENTS.** In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, which pertains to a multiple boat slip facility which is in need of repair or replacement. Such action shall be initiated by the Architectural Review Committee and at the sole discretion of a majority vote of the Board of Directors to levy this assessment. This assessment shall be in addition to the other assessments described herein and the total sum of the assessment shall be divided equally between the Lot Owners owning a slip in a multiple boat slip facility. The Association has no direct financial responsibility for such facilities other than the enforcement of provisions contained herein for the quality, safety and welfare of all residents of the Residential Community.

Section 5 EMERGENCY ASSESSMENTS. In the event of any emergency Situation, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of

Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata, as provided for elsewhere herein, by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

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

Any assessment levied pursuant to this Declaration or any installment thereof which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same along with such penalty or "late charge" as the said board may fix. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorneys' fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in a newspaper of general circulation in the County of Hardin, State of Tennessee, giving notice of time and place of such sale and by written notice of the time and place of such sale of the Owner's Lot. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, homestead and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot, and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the Property and the expenses of litigation, attorneys' fees and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust; and third, to the payment of all amounts due the Association under the terms of the Declaration and By-Laws; and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as the mortgagee entering into possession following default.

All rights, remedies and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and By-Laws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Declaration and By-Laws or at law or in equity.

The Association may notify the holder of any first mortgage or deed of trust on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of sixty (60) days.

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

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

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

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

Section 10 ADDITIONAL DEFAULT. Any recorded mortgage or deed of trust secured on a Lot in the Residential Community shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage or deed of trust (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage or deed of trust shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage or deed of trust (or the indebtedness secured thereby) by reason of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE V

ARCHITECTURAL AND BUILDING RESTRICTIONS

Section 1 ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee shall have the responsibility of enforcing the restrictions set forth in this Article for the development or redevelopment of each Lot and the boat dock or slip, if any, pertaining to said Lot.

Section 2 APPROVAL OF DEVELOPMENT. Before commencing the construction, reconstruction, remodeling, alteration or addition of any building or structure, fence, wall driveway, path, boat dock or other improvement of any nature, the Owner shall first submit a review fee of \$250.00, its building plans, specifications, site layout plans, utility plans, grading and drainage plans, and landscape plans (collectively the "Plans") of all improvements to the Architectural Review Committee for its written approval. The building plans shall include floor plans, design sections, elevations, material selections and color schemes. The Plans shall include all materials for driveways, walls, fences, boat docks, swimming pools and tennis courts. In the event the Architectural Review Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Review Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Review Committee in person or by certified mail at the address to be designated from time to time by Developer or the Association.

Plans for any improvements must conform to certain restrictions as set forth in this Article, and further must conform to the other requirements of this Declaration. The Architectural Review Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Review Committee may approve or disapprove Plans when the Architectural Review Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible

with Points of Pickwick development. Until termination of the Class B membership, the Developer may, in its sole discretion, overrule any decision of the Architectural Review Committee.

If the Architectural Review Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Developer, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Review Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Review Committee prior to construction. In the event that the Architectural Review Committee shall fail to approve or disapprove in writing the completed improvements within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Review Committee and such changes were not previously approved by the Architectural Review Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete the construction in accordance with the approved Plans or to maintain the improvements situated upon his or her Lot (including any boat dock or slip) in a manner satisfactory to the Architectural Review Committee, the Architectural Review Committee may, upon the vote of two-thirds (2/3) of the Committee's members, and after ten (10) days' notice in writing to the Lot Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot, or boat dock or slip, and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Review Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then, thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval of the Architectural Review Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design or a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Developer or the Architectural Review Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design or any building, structure or other improvement and no liability shall accrue to Developer or the Architectural Review Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractor and subcontractors during the period of construction of improvements.

The Architectural Review Committee shall consist of three (3) members appointed by Developer, who are empowered to appoint their successors should a vacancy occur, or may remove members and replace them at its sole discretion until termination of the Class B membership, and their names shall be maintained at Developer's offices. By supplemental Declaration, the Developer may delegate to the Association the authority and duty to appoint the Architectural Review Committee, and, upon termination of the Class B membership, the authority to appoint the Architectural Review Committee shall automatically be vested in the Association.

Section 3 SETBACK LINE AND BUILDING ENVELOPES. Setback lines shall be no less than those required by Hardin County regulations, if any, and no less than those shown on the Plat of Points of Pickwick, as recorded in Plat Book 2, Page 150, in the Register's Office of Hardin County, Tennessee, unless authorized by the Architectural Review Committee in writing. The Architectural Review Committee reserves unto itself, its successors and assigns, the right to control absolutely the precise location and elevation of any house or other structure upon all Lots in the subdivision. Such location shall be determined only after reasonable opportunity has been afforded to the Lot Owner to recommend a specific site.

Section 4 SQUARE FOOTAGE. There are no minimum or maximum requirements for square footage, however, the Developer reserves the right to re-subdivide Lots. No structure shall be erected, placed, altered or permitted to remain on any Lot other than one detached single-family dwelling and its related service buildings or as permitted under the criteria for re-subdivided lots.

Section 5 COMPLETION REQUIREMENTS. Before any house may be occupied, it must be substantially complete. Houses shall be completed within eight (8) months after construction commences.

Section 6 STANDARD ELEMENTS. At such time the Owner erects his dwelling, he shall construct certain elements by utilizing standard construction details as provided by the Architectural Review Committee and made a part of each formal approval, i.e., driveway intersections with road, house numbering, etc.

Section 7 RIGHT-OF-WAY OBSTRUCTIONS. Excluding mail boxes, Association owned property and natural or approved vegetation, no obstruction shall be allowed within ten (10') feet of any right-of-way.

Section 8 EQUITABLE AND LEGAL RECOURSE. The Association or any Owner of any Lot contained within the Residential Community shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot or Unit in the subdivision. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VI

COVENANTS AND RESTRICTIONS FOR USE

Section 1 SINGLE FAMILY DETACHED RESIDENTIAL USE. No Lot shall be used except for private residential purposes except for such non-residential uses as may be permitted by the zoning laws of Hardin County, Tennessee, from time to time. Nothing in this Section or herein elsewhere shall be construed to prohibit the Declarant from the use of any Lot or Lots which Declarant owns for promotional or display purposes as "models."

Section 2 ZERO LOT LINE MULTI-FAMILY ATTACHED RESIDENTIAL LOT. The Developer reserves the right to re-subdivide three or more contiguous Lots and create zero lot line multifamily attached dwellings for residential use. No Lot shall be used except for private residential purposes except for such nonresidential uses as may be permitted by the zoning laws of Hardin County, Tennessee, from time to time. Before the Developer exercises its right, it must have a minimum of one unsold Lot on either side of the Lot assemblage to be re-subdivided or the approval of each Lot Owner on both sides.

Section 3 PROHIBITED USES AND NUISANCES. In order to provide for congenial occupation of the homes within Points of Pickwick, and to provide for the protection of the values of the entire Development, the use of the residences shall be in accordance with the following provisions:

A. **Discrimination.** No action shall at any time be taken by the Association, its Board of Directors or the Architectural Review Committee which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

B. **Declarant Uses.** Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of the sale of said Lots or the Property described in Exhibit "A", upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units and sales office.

C. **Signage.** No advertising signs (except one of not more than five (5) square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof.

D. **Business Activity.** No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply

to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns, during the development and sales period of Lots or the Property described in Exhibit "A".

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

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

G. **Parking of Automobile.** A minimum of two (2) covered off-street parking spaces for each residence must be provided by each Lot Owner unless waived by the Architectural Review Committee. Additional parking will be permitted at the front of the residence. Parking for guests or residents and visitors may be provided by the Architectural Review Committee at the locations shown on the Plat, which space shall be for the use of guests of Lot Owners generally. Additionally, the Architectural Review Committee may permit the use of certain designated open spaces for the parking of automobiles on special occasions.

H. **Boundary Walls.** Boundary walls for individual Lots may be erected, provided that the same are approved by the Developer or Architectural Review Committee. No walls, other than the retaining walls, may be constructed along the street on the front of any Lot unless approved by the Architectural Review Committee. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than six (6) feet from ground level except with the consent of the adjoining Lot Owners and the Architectural Review Committee. All boundary and retaining walls must be of brick, stone, stucco or other material agreeable to the Architectural Review Committee.

I. **Commercial Excavation.** No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Architectural Review Committee is obtained.

J. **Orientation of Garages or Carports.** Garages or carports shall not be located so as to create an adverse impact on its environs or the adjacent Lot. When possible, garages and carports should not face the street. Garages or carports may face the street in front of a residence when approved by the Architectural Review Committee.

K. **Yard Elements.** Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any Lot, whether temporary or permanent, shall be walled in to conceal the same from view of neighboring Lots, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Architectural Review Committee.

L. **Building Materials.** No lumber, brick, stone, block, concrete or other material for building purposes shall be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

M. **Boat Docks.** All boat docks shall be approved by the Architectural Review Committee. Boathouses- or the construction of any type roof or cover is prohibited.

N. **Swimming Pools.** Swimming pools must be approved by the Architectural Review Committee and built in accordance with ordinances of the City of Memphis, Tennessee.

O. **Antennas.** Without prior written approval and the authorization of the Architectural Review Committee, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon

the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

P. **Utility Meters.** All utility meters, air conditioning compressors, and other like equipment shall be screened with landscaping so as not to be visible from neighboring Lots, roads, streets and open areas. Outdoor television and dish antennas will not be permitted.

Q. **Vehicle and Trailer Storage.** No recreational vehicles or commercial vehicles, including, but not limited to boats, boat trailers, house trailers, motorcycles, trucks or similar type items shall be kept other than in a garage or screened from the view of adjoining neighbors and the street.

R. **Outbuildings, Temporary or Secondary Residences.** No outbuilding, trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

S. **Clotheslines.** Outside clotheslines and clothes hanging devices shall not be permitted.

T. **Eave Lights.** Eave lights installed on residences must be adjusted so that the rays of any beam or flood light will be directed so as not to cause a nuisance to any Property.

U. **Tree Cutting.** No tree in excess of six (6) inches in diameter may be removed from a Lot without the consent of the Architectural Review Committee.

V. **Weeds and Debris.** Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Lots. Until a residence is constructed on a Lot, Declarant, at its option and its discretion, may mow and have dead trees and debris removed from such Lot and the Owner of such Lot shall be obligated to reimburse Declarant for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

W. **Contiguous Lots.** Contiguous Lots may be combined, if the Lots have the same owner, for the purpose of placing an approved building thereon, if a waiver or modification to the easements shall be granted by the Architectural Review Committee.

X. **Resubdivided Lots.** Individual Lots may be resubdivided so as to create zero lot line multifamily attached residential use. The Developer reserves the right to resubdivide three or more contiguous lots and create zero lot line multi-family attached dwellings for residential use. No Lot shall be used except for private residential purposes except for such nonresidential uses as may be permitted by the zoning laws of Hardin County, Tennessee, from time to time. Before the Developer exercises its right, it must have a minimum of one unsold lot on either side of the lot assemblage to be resubdivided or the approval of each Lot Owner on both sides.

Y. **Animals and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or use. No Pets shall be permitted outside of the boundaries of the Owner's Lot unless accompanied by their Owner and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with these provisions, including having the animal picked up by the metropolitan authorities.

Z. **Additional and Separate Restrictions.** The Declarant reserves unto himself the right to impose additional and separate restrictions at the time of sale of any of the Lots sold by the Declarant, which said restrictions may not be uniform, but may differ as to different plots.

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

BB. **Noise Pollution.** No exterior intercom sound system or amplification systems shall be used to transmit sounds of any kind so as to create a noise nuisance.

CC. Setbacks and Building Envelopes. No structure shall be constructed outside the setbacks and/or building envelopes designated for the applicable Lot unless a variance is granted in writing by the Architectural Review Committee.

DD. Landscaping. A "natural" appearance is desired by preserving as much existing vegetation as possible. A landscape plan shall be submitted to the Architectural Review Committee for approval. No landscape improvement shall be out of character with its setting nor adversely impact a neighboring property now or in the future.

EE. Timely Completion. From commencement to completion (occupancy), the development of a residence or any approved structure shall be substantially completed in eight (8) months. The date of commencement and the required date for completion will be determined in writing with notification to the Lot Owner by the Architectural Review Committee.

FF. Vehicle Prohibition. The roadways are intended for the use of cars, trucks, golf carts, motorcycles, and the like. The use of off-road four-wheel drive vehicles, other types of off-road vehicles and the like are prohibited anywhere in this development. Vehicles which make loud noises or cause excessive pollution are prohibited anywhere in this development.

GG. Mailboxes and Newspaper Receptacles. A post office box and delivery drop will be provided at the entrance to the development for each residence. Thus, mailboxes, newspaper boxes and the like are prohibited.

HH. Garbage Collection. Specific provisions for garbage collection or disposal will be identified by the Architectural Review Committee within the written approval for each residence. As the residency increases, the system is subject to change. Exposure of garbage containers and/or the disposal of garbage anywhere on site is prohibited.

II. Driveways. Driveways from the primary roadways to parking areas or garages shall be paved in a permanent manner such as a minimum of two inches of asphalt with four inches of compacted gravel base, concrete, brick, pavers or other material as approved by the Architectural Review Committee are required. The drive shall be developed in accordance with standard details or as indicated by instructions of the Architectural Review Committee.

Section 4. A. Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. To provide uniformity in the maintenance of the landscaping, the Association may contract with one or more landscaping services to provide maintenance services for all Lots within the development, excepting only enclosed courts.

B. Nuisances and Unsightly Materials. No houses or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. Boats may be stored in enclosed or screened areas and must not be visible from neighboring Lots, streets, roads or open areas.

Section 5. GOVERNMENTAL RESTRICTIONS. Each Owner shall observe all governmental building codes, health regulations and all other regulations applicable to his Lot. In the event of any conflict between any provisions of this Declaration, the more restrictive provision shall apply.

Section 6. EXCLUSIVE CONTRACTORS. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the Properties at the same time, and in order to insure the maintenance of high quality of construction, the Architectural Review Committee reserves the right to approve contractors authorized and permitted to construct residential units or facilities upon Lots. Such approval shall not be arbitrarily or unreasonably withheld.

Section 7. SPEEDING. Any vehicle moving in excess of twenty-two (22) miles per hour on streets within Points of Pickwick shall be considered as speeding and the owner and/or operator of said vehicle will be subject to any fine deemed appropriate and levied by the Association.

ARTICLE VII

EASEMENTS

Section 1. COMMON AREA. The Common Area as shown on the Plat of record in Plat Book 2, Page 150 of record in the Register's Office of Hardin County, Tennessee, shall be for the common use of the Association and its Members, subject to rules and regulations adopted by the Association Board of Directors.

Section 2. EASEMENTS FOR UTILITIES, DRAINAGE AND RELATED PURPOSES.

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

Section 3. GENERAL EASEMENT. The Declarant, so long as it shall retain record title to any Lot or the Common Areas or the property described in Exhibit "A", and the Association reserves the right and easement to the use of the Common Areas and any Lot or any portion thereof, including any boat dock, as may be needed for repair, maintenance or construction on such Lot or any other Lot or the Common Area.

Section 4. SPECIFIC EASEMENT. An easement is hereby granted to the Declarant and the Association, ten (10) feet wide on all Lots of the Residential Community, immediately adjacent to all roads and rights-o-fway, as shown on Plat of record in Plat Book 2, Page 150, in the Register's Office of Hardin County, Tennessee, for the orderly maintenance, preservation and enjoyment of the Owners of the Lots, or for the preservation of the health, safety, convenience and/or welfare of the Owners of the Lots, all as determined by the Association and the Declarant. Provided, however, the Architectural Review Committee shall have the right to review the easement on any Lot, on a lot-to-lot basis, and remove the ten (10) feet wide easement as may be deemed necessary by the Architectural Review Committee.

Section 5. INGRESS AND EGRESS. An easement is hereby granted to all police, fire protection, ambulance, garbage collection and U.S. Postal Service persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the Common Area and any dwelling to perform the duties of maintenance and repair of the dwelling or Common Area provided for herein. Should any utility request a specific easement by separate, recordable document as to the property described in Exhibits "A" or "B", Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easements on said premises.

Further, an easement is granted to each Owner to enter on or cross over such necessary portion of an adjoining Lot for the sole purpose of repairing, maintaining or restoring each Owner's Lot and all improvements located thereon. Any Owner that shall enter on or cross over an adjoining Lot for such purpose of repairing, maintaining and restoring such Lot and improvements thereon shall at all times be responsible to restore the property of the adjoining Owner to the same condition as it was immediately prior to such entry, and any entry by an Owner upon an adjoining Lot for the purposes herein expressed shall be after written notice has been given the adjoining Lot Owner and the Association at least five (5) days prior to such entry.

ARTICLE VIII

INSURANCE

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

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

ARTICLE IX

GENERAL PROVISIONS

Section 1. CHANGES BY DECLARANT. Notwithstanding anything herein contained to the contrary in addition thereto, the Declarant reserves the right for a period of five (5) years from the date hereof to unilaterally amend this Declaration in whole or in part to conform this Declaration to the requirements of any governmental agency, federal, state or local, and for the requirements of any lender relative to the development of the Property described in Exhibits "A" and "B".

Section 2. NOTICES. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing. -

Section 3. ENFORCEMENT. The Declarant, the Association, or any Member shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants, and failure by the Association or any Member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. AMENDMENT AND DURATION. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than sixty (60%) percent of the Lot Owners, and thereafter by an instrument signed by not less than sixty (60%) percent of the Lot Owners, and thereafter by an instrument signed by not less than fifty-one (51%) percent of the Lot Owners. Any amendment must be properly recorded.

Section 6. JOINDER OF INTERESTED PARTIES. These Covenants, Conditions and Restrictions are executed by Columbia Bank & Trust Company, Columbia, South Carolina, as to any interest that they have in the property by deed or joint venture and for the purposes of conformity of title, so that all the property shall at all times be subject to the Conditions, Covenants and Restrictions as set forth in this instrument.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

DECLARANT:

POINTS DEVELOPMENT, INC.

By: E. Benard Blasingame

Title: E. Benard Blasingame, President

This Instrument Prepared By:
David J. Johnson
Johnson, Grusin & Kee, P.C.
780 Ridge Lake Blvd., Suite 202
Memphis, Tennessee 38119

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned Notary Public in and for said State and County, personally appeared E. Benard Blasingame, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of POINTS DEVELOPMENT, INC., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such President.

WITNESS my hand and notarial seal at office this 5th day of November, 1990.

Notary Public J. A. Smith

My Commission Expires: 1/11/94

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JOINDER OF MORTGAGE

COLUMBUS BANK AND TRUST COMPANY, Columbus, Georgia, herein called the "Mortgagee," the holder of a Deed of Trust on real property located within Points of Pickwick, Hardin County, Tennessee, described in the Declaration of Covenants, Conditions and Restrictions of Points of Pickwick, such Deed of Trust being recorded at Book 26, Page 70, in the Register's Office of Hardin County, Tennessee, joins in the execution of this instrument solely for the purpose of consenting to the adoption of the Declaration of Covenants, Conditions and Restrictions. Columbus Bank and Trust Company neither waives any of its rights under said Deed of Trust nor assumes any of the liabilities of the grantor by virtue of its execution of this instrument.

COLUMBUS BANK AND TRUST COMPANY

By: Ben F. Williams, Jr.

Title: Sr. V.P.

STATE OF GEORGIA, COUNTY OF MUSCOGEE

Before me, the undersigned Notary Public in and for said State and County, personally appeared Ben F. Williams, Jr., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Sr. V. P. President of COLUMBUS BANK AND TRUST COMPANY, the within named bargainor, a corporation, and that he as such officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and notarial seal at office this 5th day of November, 1990.

Alan D. Kinnel
Notary Public

My Commission Expires: 7/19/92

EXHIBIT "C"
CHARTER
OF
POINTS OF PICKWICK OWNERS ASSOCIATION, INC.

The undersigned person under the Tennessee Nonprofit Corporation Act adopts the following charter for the above listed corporation.

1. The name of the corporation is POINTS OF PICKWICK OWNERS ASSOCIATION, INC.
2. The corporation is a mutual benefit corporation.
3. This corporation is not a religious corporation.
4. The complete address of the initial registered office in Tennessee is 330 South Maple Street, Adamsville, McNairy County, Tennessee 38310. The name of the initial registered agent is E. Benard Blasingame.
5. The name and address of the incorporator is David J. Johnson, 780 Ridge Lake Boulevard, Suite 202, Shelby County, Tennessee 38120.
6. The complete address of the corporation's principal office in Tennessee is 330 South Maple Street, Adamsville, McNairy County, Tennessee 38310.
7. This corporation is a nonprofit corporation.
8. This corporation, hereinafter called the "Association," will have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation Membership shall be appurtenant to and may not be separated from. ownership of any Lot which is subject to assessment by the Association.
9. The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.
10. Amendment to this Charter shall require the assent of two-thirds (2/3) percent of the entire membership.
11. The purposes for which the corporation is organized are to provide for maintenance, preservation and architectural control of the Lots within a tract of land situate in the County of Hardin, State of Tennessee, and more particularly described on Exhibit "A" attached hereto and made a part hereof; and to promote the health, safety and welfare of the occupants within the described property and any additions thereto as may hereafter be brought within the jurisdiction of the Association for this purpose, to:
 - a. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association of Lot Owners as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Points of Pickwick, hereinafter called the "Declaration," and By-Laws applicable to the property and recorded or to be recorded in the Office of the Register, Hardin County, Tennessee, as the same may be amended from time to time as therein provided, said Declaration and By-Laws being incorporated herein as if set forth at length.
 - b. Fix, levy, collect and enforce payment by any lawful means all charges or assessments

pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association of Lot Owners, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association.

d. Have and to exercise any and all powers, rights and privileges which a corporation organized under the provisions of the Tennessee Nonprofit Corporation Act may now or thereafter have or exercise.

12. Any indebtedness or liability, direct or contingent, must be authorized by an affirmative vote of a majority of the votes cast by the members of the board of directors at a lawfully held meeting. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time & shall not exceed one hundred fifty (150%) percent of its gross income for the previous fiscal year, except that additional amounts may be authorized by an affirmative vote of two-thirds (2/3) of the Members.

13. No director of this corporation shall become personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, however, such director may become liable for the following:

a. Any breach of the director's duty of loyalty to the corporation or its shareholders;

b. Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

c. Distributions which would be violative of Tenn. Code Ann. §48-58-304 and any and all amendments thereto.

14. Notice and quorum requirements shall be in accordance with the provisions of the Association's ByLaws.

Dated: Oct 30, 1990.

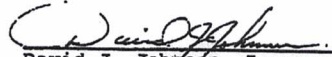

David J. Johnson, Incorporator

EXHIBIT "D"

POINTS OF PICKWICK OWNERS ASSOCIATION, INC.

BY-LAWS

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**BY-LAWS
OF
POINTS OF PICKWICK OWNERS ASSOCIATION, INC.**

ARTICLE I

Section 1. Name. The name of this corporation is Points of Pickwick Owners Association, Inc. Its principal place of business is 330 South Maple Street, Adamsville, Tennessee 38310. This corporation may have such other offices within or without the State of Tennessee as the board of directors or the Members may from time to time designate.

ARTICLE II

Section 1. Applicability. These By-Laws and each provision thereof shall be applicable to all Lots and Members, as defined, within the Points of Pickwick community, described more particularly in the Declaration of Covenants, Conditions and Restrictions of Points of Pickwick.

ARTICLE III

The following sections of this Article III shall apply to membership in the Association.

Section 1. Members. Every person, as defined, who is a record Owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association; provided, however, that anyone who holds such interest solely as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Points of Pickwick community. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Classification of Members. Members shall be divided into two classes denominated as Class A Members and Class B Members, defined as follows:

Class A Members shall be all Owners as defined in Article III, Section 1, with the exception of Developer. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot, except as otherwise provided in the Declaration.

Class B Member(s) shall be Developer, who shall be entitled to ten (10) votes for each Lot in which he holds the interest required for membership by Section 1. The Class B membership shall cease and be converted to Class A membership upon the first to occur of: (a) when the total votes outstanding in the Class A membership are equal to the total votes outstanding in the Class B membership; or (b) upon filing of record an affidavit by Developer assigning to Class A Members all the rights and privileges of the Class B Member(s). From and after the happening of these events, whichever occurs first, the Class B Member(s) shall be deemed to be a Class A Member entitled to one (1) vote for each Lot in which he holds the interest required for membership under Section 1, except as otherwise provided in the Declaration.

Section 3. Membership Certificates. Each Member shall receive a certificate evidencing his membership in the Association. Each such membership certificate shall state that the Association is organized under the laws of the State of Tennessee, the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the board of directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title of the Lot to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the president or a Vice President and the Secretary or Assistant Secretary.

Section 4. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed. When authorizing such issuance of a new certificate or certificates, the board of directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder or holders of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the board of directors shall require and to give the Association a bond in such sum as the board of directors may require as indemnity against any claim that may be made against the Association.

Section 5. Issuing Certificates. The board of directors shall annually set the cost to be assessed a Member for the issuance of a new membership certificate or a lost certificate, and such sum shall be paid to the Association prior to the issuance of any such certificate.

Section 6. Lien and Other Rights. The Association shall have a lien on the outstanding Class A memberships in order to secure payment of any sums which may become due from the holders thereof to the Association for any reason whatsoever. In addition, for such time as any sums may be due, the Member who fails to pay such sum shall not be entitled to any rights or privileges appertaining to such membership, including use of any recreational facilities, the Common Areas or ingress or egress to the Property.

Section 7. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association, each Member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the Members an amount equal to a pro rata share based on the number of Lots.

ARTICLE IV

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the board of directors.

Section 2. Annual Meetings. The first annual meeting of the Members of the Association shall be held within six (6) months of the date on which the Declaration of Covenants, Conditions and Restrictions is recorded in the Register's Office of Hardin County, Tennessee. Thereafter, the annual meetings of the Members of the Association shall be held on the first Monday in March of each succeeding year. At such meeting there shall be elected by secret written ballot of the Members a board of directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the board of directors or upon a petition signed by Members representing at least forty-five (45%) percent of the total number of votes outstanding having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership book of the Association, or if no such address appears, at his last known place of address, at least ten (10) but not more than ninety (90) days prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Member at his last known address by deposit in the box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one (51%) percent of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. A quorum of members meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the act of the Members, except when approval by a greater number of Members is required by the Declaration of Covenants, Conditions and Restrictions of Points of Pickwick, the Articles of Incorporation of the Association or these By-Laws. In determining whether a

quorum is present, proxies may be counted as persons present.

Section 6. Lack of Quorum. If a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or be represented; and at the meeting following such adjournment the quorum shall consist of one-half (1/2) of the required quorum at the preceding meeting (provided that a quorum shall never consist of less than one-tenth (1/10) of the total number of votes entitled to be cast by all Members). When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, provided that the period of adjournment shall not exceed thirty (30) days.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote as defined by Article III, Section 2, on each question. The vote of the Members representing a fifty-one (51%) percent majority of the total votes entitled to be cast with respect to any question, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation, or the Declaration, or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other Owner of such membership is noted. At such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Members shall be eligible to vote, either in person or by proxy, or to be elected to the board of directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

Section 8. Proxies. Any Member may appoint any other Member or the Developer or any other person permitted by law or by these By-Laws as his proxy. In no case may any Member (except the Developer) cast more than one (1) vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these By-Laws.

Section 9. Written Consent. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these By-Laws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action consent in writing to such action being taken.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- a. Roll call and certificates of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes of preceding meeting;
- d. Reports of officers, if any;
- e. Reports of committees, if any;
- f. Unfinished business;
- g. New business;
- h. Election or appointment of inspectors of election;
- i. Election of directors.

In the case of a special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V

Section 1. Number and Qualification. The affairs of the Association shall be governed by the board of directors composed of at least five (5) natural persons and not more than nine (9) natural persons, a majority of whom (after the second annual meeting of Members) shall be Members of the Association or officers or designees of the Class B Member.

Section 2. Initial Directors. The initial directors shall be selected by the Developer and need not be

Members of the Association. The names of the directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Hardin County, Tennessee, until the first annual meeting of the Members or until such time as their successors are duly chosen and qualified are as follows:

Ronny Whitlow, Jack Pickward, Bruce Collins

Section 3. Power and Duties. The board of directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the residential community and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The powers and duties of the board of directors shall include, but not be limited to, the following:

To provide for the:

- a. Care and upkeep of the roads, guardhouse and Common Areas, and to administer the activities and enforcement of the Architectural Review Committee and any other properties or activities charged to the care of the Association.
- b. Establishment and collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- c. Designation, hiring and/or dismissal of the personnel necessary for the good working order of the residential community and to provide services for the Points of Pickwick community in a manner consistent with law and the provisions of these By-Laws and the Declaration.
- d. Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of the residential community as are designated to prevent unreasonable interference with the use and occupancy of the Points of Pickwick residential community by the Members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.
- e. Appoint an Architectural Review Committee.

Section 4. Nomination. Nomination for election to the board of directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the board of directors, and two or more Members of the Association. The nominating committee shall be appointed by the board of directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the board of directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from Members or nonmembers.

Section 5. Election and Term of Office. The term of the directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of Members and are duly qualified. At the first annual meeting of the Members, the Members shall determine the number of directors, consistent with these By-Laws, who shall constitute the board of directors, and shall elect a board of directors to serve until the next annual meeting. The terms of office of each director shall be as specified in accordance with those provisions of the Charter of the Association.

Section 6. Vacancies. Vacancies in the board of directors caused by any reason other than the removal of a director by a vote of the membership shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected by the Members at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any director who becomes more than thirty (30) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining directors shall appoint his successor as provided in Section 7 of this Article.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. After the first annual meeting of the Members, no remuneration shall be paid. to any director who is also a

Member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the board of directors before the services are undertaken.

Section 9. Organizational Meeting. The first meeting of a newly elected board of directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, provided a majority of the whole board of directors shall be present.

Section 10. Regular Meetings. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the board of directors shall be given to each director, personally or by mail, telephone or telegraph, at least six (6) days prior to the date named for such meeting.

Section 11. Special Meetings. Special meetings of the board of directors may be called by the President on three (3) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the board of directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the directors.

Section 12. Waiver of Notice. Before or at any meeting of the board of directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board of directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the directors are present and remain present at any meeting of the board of directors, no notice shall be required, and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the board of directors a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of directors. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action of the board of directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the board of directors shall individually or collectively consent in-writing to such action. Such written Consent or consents shall be filed with the minutes of the proceedings of the board of directors.

Section 15. Fidelity Bonds. The board of directors shall require that all officers and employees of the Association handling or responsible for Association or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the board of directors. Prior to the first annual meeting of Members, the officers of the Association need not be Members of the Association. The directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the board of directors at the organizational meeting of each new board and shall hold office at the pleasure of the board of directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the board of directors, or at any special meeting of the board of directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the board of directors, he shall preside at all meetings of the Members and of the board of directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the board of directors shall appoint some other member of the board of directors to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the board of directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the board of directors and the minutes of all meetings of the Members of the Association; he shall have custody of the seal of the Association; he shall have charge of the membership transfer books and of such other books and papers as the board of directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the board of directors.

ARTICLE VII

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then board of directors of the Association) to which he may be made a party by reason of being or having been an officer or director of the Association, whether or not such person is an officer or director at the time such expenses are incurred. The officers and directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or Points of Pickwick residential community (except to the extent that such officers or directors may also be Owners of Lots within the Points of Pickwick residential community) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association or former officer or director of the Association may be entitled.

Section 2. Common or Interested Directors. The directors shall exercise their powers and duties in good faith and with a view to the interests of the Association and the residential community. No contract or other transaction between the Association and one or more of its directors, or between the Association and any corporation, firm or association (excluding the Developer) in which one or more of the directors of this Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such director or directors are present at the meeting of the board of directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

a. The fact of the common directorate or interest is disclosed or known to the board of directors or a majority thereof or noted in the minutes, and the board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

b. The contract or transaction is commercial reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested directors may be counted in determining the presence of a quorum of any meeting of the board of directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Section 1. Management and Common Expenses. The Association, acting by and through its board of directors, shall manage and operate the Points of Pickwick residential community and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein elsewhere provided for, the following:

- a. The cost of such insurance as the Association may effect.
- b. The cost of providing such legal and accounting services as may be considered necessary to the operation of the Points of Pickwick residential community.
- c. The cost of the maintenance or repair of any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the board of directors to protect the Common Areas or to preserve the appearance or value of the Points of Pickwick residential community or is otherwise in the interest of the general welfare of all Owners of the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the board of directors and not without reasonable written notice to the Owner of the Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Article IX of these By-Laws.
- d. The cost of the maintenance, repair or construction as called for in the Declaration.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, if any, the Owner of any Lot shall, at his own expense, maintain the interior and exterior of any improvements on his Lot, including the Limited Common Area, if any, within the right-of-way which is contiguous to his Lot and all driveways and any and all equipment and fixtures therein situated, and its other appurtenances, in good order, condition and repair, and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot and appurtenances, in addition, if any, as called for in the Declaration.

Section 3. Access at Reasonable Times. For the purpose solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

ARTICLE IX

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the board of directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting the Points of Pickwick residential community and its administration and shall specify the maintenance and repair expenses incurred. The amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent certified public accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards. Based upon such report, the Association shall furnish its Members, and the holders of any mortgages or deeds of trust, requesting same within ninety (90) days from date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interests as Members.

Section 5. Execution of Association Documents. With the prior authorization of the board of directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the board of directors.

ARTICLE X

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of Members representing a majority of all votes entitled to be cast at any meeting of the Members duly called for such purpose. Amendments may be proposed by the board of directors or by petition signed by Members representing at least forty (40%) percent of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XI

Section 1. Resident Agent. The resident agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the Common Area.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 6. Gender, Etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. Conflicts. These By-Laws are subordinate to all provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration or the aforesaid statutes. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between the aforesaid Declaration and any of the laws of the State of Tennessee, the provisions of the statute shall control.


Secretary

Points of Pickwick

Architectural
Review
Committee

Policies
and
Procedures

Points of Pickwick

Architectural Review Committee Policies and Procedures Revised 6/02/07

1. **Purpose:** The purpose of the ARC is to insure quality development within the criteria set forth by covenants, conditions, and restrictions by approving or disapproving proposed development plans. A committee of five (5) persons will review proposed development plans. The chairman of the committee shall coordinate the review process with the committee members and with the Property Management Company. The Property Management Company shall issue a written report indicating approval or disapproval with comments concerning pertinent issues to the Property Owner.
2. **Committee:** The ARC shall consist of five (5) persons including the Chairman and four members. All members shall serve one (1) year terms, with reappointment annually. The Board of Directors of the POP Owners' Association appoints the ARC¹
3. **Submission Process:** The Property Owner shall submit the following:
 - a) Site survey, location of existing trees larger than 6 inches to be removed, property lines, setbacks and easements;
 - b) Building location, overall dimensions with any proposed site improvements;
 - c) Foundation plan with details, indicating finished floor level above grade (18 inch minimum along front and lakefront elevations);

¹ The activities of the ARC and process outlined herein is intended to be "user-friendly" and assist the property owner and his development team to secure approval of the proposed development. The ARC, through the Property Management Company, will carefully strive to assist and work with the property owner's architect and/or contractor during the preparation of submittal documents and during the review process.

- d) Floor plans including room names and overall dimensions, square footage per floor and total square footage which shall have a minimum of two thousand (2000) sq. ft. heated and cooled;
- e) Elevations (all four sides), overall heights, and exterior wall material and color;
- f) Roof plan, roof materials specifications and color;
- g) Drive locations, widths and paving materials;
- h) Parking locations and size;
- i) Garage location;
- j) Plans for drainage and erosion control;
- k) Special or unique details, material samples and any other pertinent information which help depict the proposed development;
- l) Perspective rendering or actual photo of similar design;
- m) Plans and specifications for any detached structures including but not limited to boat docks, decks, garages, etc.;
- n) The name of the builder and estimated start-up and completion dates.
- o) Monies: \$250 non-refundable review fee and \$1000 refundable ARC Compliance Deposit

4. Design Criteria: Each residence should be designed with respect to the following criteria:

- a) Appropriateness of form, material, and color to design style and relationship to existing homes and neighborhood character. Proposed exterior materials and color schemes shall be compatible with existing structures along the streetscape and viewed from the water;
- b) Relationship of window to wall and wall to total form;
- c) Appropriateness of detailing to form, style, massing, and design style;
- d) Earth-tone colors are preferred;
- e) The proposed improvements, including the house, drives, parking, and landscape must be compatible with the available site dimensions and all improvements must accommodate the intended use and function;

- f) Garages facing any part of the street are not permitted, except where site configuration presents functional hardship, in which case the ARC will review alternate solutions;
 - g) The proportions of roofs must be consistent with the proposed architectural style;
 - h) The ARC must approve all roofing materials. Actual samples of roof colors and proposed roofing materials must be submitted for approval. Acceptable roof materials are wood shingles, composition shingles, and some forms of metal roofing.
5. Schedule: Plans submitted will be reviewed and a response returned to the Property Owner on or before twenty (20) working days after all the required information for the proposed development has been submitted. The chairman of the ARC will judge when a submission is complete and will notify the Property Management Company of any required additional information. The Property Management Company will notify the Property Owner of such additional necessary information. The chairman of the ARC will notify the Property Management Company of the date that the 20-day review process commences.²
6. Review: When the ARC has approved the plans, a Building Permit will be issued. This permit shall be posted on the job site until completion of construction.
- a) Approval: "Approval" will be granted when the plans substantially comply with the design criteria outlined above and the CCR's as evaluated by the ARC. If the plans submitted are approved, the proposed construction may commence immediately, so long as said construction complies with the plans submitted and any comments and/or conditions made subject to the approval.

² It is the property owner's responsibility to ensure that all required information is submitted. Failure to submit all required information will result in delays.

- b) Approval with Modifications: "Approval with modifications" will be granted when the plans partially comply with the design criteria and the CCR's as evaluated by the ARC. The review will include a list of specific modifications in order to create criteria so the development will substantially comply with the design criteria and/or the CCR's. Should the Property Owner agree to the modifications, he may commence construction when he has notified the ARC in writing of his concurrence of modifications and the ARC accepts receipt of concurrence.
 - c) Disapproval: "Disapproval" will be granted when the plans do not substantially comply with the design criteria and/or the CCR as evaluated by the ARC. When disapproval is granted, no construction can commence. The Property Owner must resubmit new or revised plans for his proposed development or exhaust his efforts with the appeal process in order to seek a remedy to the proposed development. ***Under no circumstance shall a site be cleared nor any construction commenced until a notice to proceed is issued. In the event a Property Owner removes any tree(s) without the approval of the ARC, such Owner shall pay to the Owner's Association a fine that shall be determined by the ARC and in no event be less than \$500.***
7. Appeal Process: The Property Owner has the right to submit his "approved drawings with modifications" or his "disapproved" plans for review to the Appeals Committee. The Appeals Committee shall consist of the President, the Vice President and the Treasurer of the Board of Directors. The Appeals Committee shall render a decision on or before thirty (30) days after a written request for an appeal is made. The written appeal must state the desired request and why the appeal should be approved at such time an appeal proposal is made. The actions the Appeals Committee can take are:
- a) Approval
 - b) Approval with conditions

- c) Disapproval
- d) Approval with recommendations for modification input by the ARC.

If a proposed plan is referred back to the ARC, action shall be taken on or before twenty (20) days after which the proposed development is returned to the ARC.

A proposed construction plan cannot be resubmitted to the Appeals Committee more than one time unless significant changes in response to the reasons for disapproval by the ARC are incorporated in the drawings. A fee of \$100 shall be paid to the Appeals Committee each time an appeal is pursued.

8. Building Location Review: Prior to commencement of construction, the Property Owner shall notify the ARC when the batter boards³ have been set for the construction of the development. The ARC shall approve the location of the construction site and approve vegetation and trees that are intended for removal. No trees in excess of six (6) inches in caliber shall be removed from the site prior to the building location review and receipt of a notice to clear has been granted.
9. Written Action: All review and/or the appeal process by the ARC or the Appeals Committee shall be in writing and shall constitute the formal action by the committee(s).
There shall be no verbal approvals granted.
10. Field Inspections: As construction progresses, the ARC will make periodic field inspections to ensure proper implementation of the approved plans, designs and specifications and the jobsite maintenance standards are met. The following minimum standards will be enforced to minimize disturbance to adjacent homeowners:

³ Other methods of locating the improvements such as string, landscape paint, etc. rather than batter boards are an acceptable method of identifying the construction site.

- a. The use of an industrial type dumpster shall be required and properly maintained on each jobsite and shall not be located within the road right of way. Construction debris shall be collected and placed in the on-site dumpster at the close of business each day. If the site does not have a location where a dumpster can be placed, debris must be hauled away daily. Failure of the builder to maintain the jobsite will result in fines up to \$500.
- b. No dumping of construction materials or debris is permitted within Points of Pickwick. Under no circumstances shall the Association's dumpsters, located on the construction road, be used for disposal of construction debris.
- c. No burning of construction material or debris is permitted within Points of Pickwick.
- d. The stockpiling of any building materials on any property other than the Owner's is prohibited.
- e. Temporary erosion control is required on-site during construction. Gravel or mesh must be used in drive-in areas to prevent erosion and mud build-up on the adjacent streets. Hay bales, silt fences and/or over seeding annual grasses shall be required.
- f. Prompt removal of mud, dirt, debris, etc. from streets caused by construction shall be the responsibility of the Owner.
- g. Damages to neighboring resident's property or common area property caused by construction will be immediately repaired by the Owner.
- h. The use of a "port a potty" shall be required on each jobsite. The port a potty shall be screened or located so that it is not visible from the street or in the view of other homeowners.
- i. Once commenced, construction will be diligently pursued to completion, and may not be left in a partially finished condition any longer than reasonably necessary for typical construction practices.
- j. Construction vehicles will enter and exit through the construction gate.

- k. Construction hours are: Monday through Friday 7 AM to 6 PM. (The construction gate is not opened on Saturday and Sunday. Construction is permitted on Saturday and Sunday only after written permission has been sought and granted by the ARC.)
 - l. The use of residents' driveways, yards or lots by construction vehicles is strictly prohibited.
 - m. Loud radios or other similar devices that can be heard from the street or neighboring properties are prohibited.
 - n. Trailers and trucks must be removed from the jobsite at the close of business each day.⁴
11. Construction Violations: If at any time during construction, issues arise regarding problems of any kind with the construction:
- a. The property Manager will be notified immediately.
 - b. The Property Manager will assess the issue/problem/violation and report to the Points of Pickwick Owners Assoc. president and /or the president of the Architectural Review Committee.
 - c. Based on the issues involved, a letter will then be written to the property owners requesting that the issue/problem/violation be resolved as quickly as possible.
 - d. It will be the responsibility of the property owner to deal with the contractors to make sure they comply with the covenants and restrictions and the problem is resolved quickly.
 - e. If the problems persist, the ARC will assess fines based on the severity of the violations and the length of time taken to resolve the issue.
 - f. If the fines are not paid in a timely manner, a lien will be placed on the property.

⁴ The ARC and Points of Pickwick Owner's Association bear no responsibility for loss or damage to equipment or material left on site.

12. Post-Construction Review: When construction is complete, and prior to occupancy, the Owner is required to notify the Property Management Company so that the ARC can make a final inspection. At such time as the ARC deems the end product to be completed in accordance with the approved plans and specifications, the Chairman of the ARC will issue a Certificate of Completion. The following items will be covered in this document:
- a. The location of the building in accordance with the approved site plan;
 - b. The installation of site improvements, including paving, walls, fences, walks, etc. in accordance with the approved plans.
 - c. Architectural design and color of the structure in conformance to the approved designs and specifications.
 - d. The site level, clean, and free of building debris, and the site seeded or sodded.
 - e. Any damage to neighboring lots, homes, or public streets repaired at the Owner's expense.

In the event any Owner shall fail to complete the construction in accordance with the approved plans, or fails to repair damage to neighboring property or the streets, the Developer may repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance or any damage repairs shall be added to and become a part of the assessment to which Owner's lot is subject and the Owner shall be personally liable for the cost of maintenance and/or damages so incurred.

Following the implementation of corrective measures and upon completion of the project, the Owner may submit a request to the ARC for re-inspection. Upon completion of a satisfactory inspection, the ARC will then proceed to issue a Certificate of Completion. No building deposit refunds shall be issued without a Certificate of Completion.

13. Failure to Conform: Failure to conform to any ARC's Policies and Procedures and CCR's may result in fines levied against the Owner.
14. Indemnification: The Owner, his contractor and/or his architect indemnify the ARC separately and as a whole for any errors, omissions, defects, casualty losses, or the proposed development now and forever.

For a building construction submission form, please contact Debbie Qualls, 731-925-4503 or stop by the Gate House/Office.

Designed to enhance property values, an Architectural Review committee oversees the property improvements and building construction. The committee must approve all plans for building and dock construction. An application fee of \$250.00 and refundable construction fee of \$1000.00 must accompany building plans and must be submitted prior to the start of construction. Major landscaping projects must, also, be approved; but do not require an application fee.

Points of Pickwick

-Create your very own paradise

Points of Pickwick offers something for everyone's taste and lifestyle from deep lush woods, to protected coves, to spectacular lakefront views. Whether you prefer unattached townhomes, low maintenance condominiums, or single family living, fishing, boating, hiking, swimming, golfing or just watching nature all around you. The Points allows you to experience the very best in resort living. Located on the northeast shores of beautiful Pickwick Lake, Points of Pickwick features over 11 miles of waterfront with 6 protected inlet coves, all within 3000 private acres specifically designed for a casual quality lifestyle. A single secured gatehouse entrance insures your privacy and peace-of-mind whether you're a weekender or permanent resident within the community. Pickwick means Place of Peace. Our goal is for you to become part of our totally planned lakeside community with all of the modern amenities you've come to expect yet one that consciously protects and preserves its surrounding environment so that man and nature can peacefully co-exist in concert with one another. Discover your very own Place of Peace at Points of Pickwick.