

Nick McBride
Register of Deeds
Knox County

THIS INSTRUMENT WAS PREPARED BY

DONALD

NAME Donald Schreyer

SCHREYER

ADDRESS 301 BURNY CIRCLE

FARRAGUT TN 37934

BALDWIN PARK

HOMEOWNERS ASSOCIATION, INC.

P. O. Box 23391 Knoxville, TN 37933

Amendment to Declaration of Covenants and Restrictions of the Baldwin Park Subdivision October 28, 2023

The following section was approved at the by the members of the Baldwin Park Homeowners Association on October 28, 2023. It amends section 3.6 of the Declaration of Covenants and Restrictions dated September 29, 2017.

Section 3.6. Garbage. The Association shall provide weekly garbage pickup service to all Homeowners.



Table of Contents for Declaration of Covenants and Restrictions

Title	Page
Forward	4
Article I – Definitions	5
Article II - Membership, Voting, Suspension of Rights	6
Section 2.1. Membership	6
Section 2.2. Voting Rights.	6
Section 2.3. Votes Necessary for Action.	6
Section 2.4. Member Contact Information.	6
Section 2.5. Board of Directors.	6
Section 2.6. Suspension of Rights.	6
Article III – Association Responsibilities	6-7
Section 3.1. Insurance.	6
Section 3.2. Books and Records.	7
Section 3.3. Reserve Requirement.	7
Section 3.4. Mowing and Trimming.	7
Section 3.5. Mulching.	7
Section 3.6. Garbage.	7
Section 3.7. Common Elements.	7
Section 3.8. Contractor Requirements.	7
Article IV – Property Rights in the Common Elements	8
Section 4.1. Member's Easements of Enjoyment.	8
Section 4.2. Extent of Member's Easements.	8
Article V - Covenant for Assessments	8-11
Section 5.1. Creation of the Lien and Personal Obligation of Assessments.	8
Section 5.2. Purpose of Assessment.	9
Section 5.3. Annual Assessment.	9
Section 5.4. Special Assessments	9
Section 5.5. Changes in Basis of Annual Assessments.	10
Section 5.6. Notification of Change in Assessments/Delinquent Assessments.	10
Section 5.7. Effect of Non-Payment of Assessment; the Personal Obligation of the Homeowner; the Lien; Remedies of Association.	10
Section 5.8. Subordination of the Lien to Mortgages.	10
Section 5.9. Exempt Property.	11
Article IV - Enforcement	11
Article VII – Severability	11

BALDWIN PARK HOMEOWNERS ASSOCIATION, INC.

By: Don Schreyer

Title: President, HOA

STATE OF TENNESSEE COUNTY OF KNOX

Before a notary public of the state and county aforesaid, personally appeared Don Schreyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of BALDWIN PARK HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and seal, this 30th day of October, 2023

Notary Public Christine Sparr
My commission expires: May 1, 2027



THIS INSTRUMENT WAS PREPARED BY

Donald Schreyer 301 Burney Circle, Fanning TN 37934

NAME

ADDRESS

Nick McBride
Register of Deeds
Knox County


BALDWIN PARK
HOMEOWNERS ASSOCIATION, INC.
P. O. Box 23391 Knoxville, TN 37933



Knox County, TN Page: 1 of 2
REC'D FOR REC 10/20/2020 2:58 PM
RECORD FEE: \$12.00 T20200056947
M. TAX: \$0.00 T. TAX: \$0.00

202010200032485

Amendment to Declaration of Covenants and Restrictions of the Baldwin Park Subdivision October 18, 2020

The following section was approved at the Annual Meeting of the Baldwin Park Homeowners Association on October 18, 2020. It amends section 5.3 of the Declaration of Covenants and Restrictions date September 29, 2017.

Section 5.3. Annual Assessment. Assessments are due and payable no later than the first of the month beginning the upcoming calendar quarter (i.e. Jan.1, Apr.1, Jul.1, and Oct.1). The assessment shall be a sum reasonably necessary as deemed by the Association to defray the expenses of the Association for such year and to otherwise satisfy the provisions of this document. The annual assessment may be adjusted upward or downward as herein provided and may be assessed and paid quarterly or as determined by the Board of Directors of the Association.

Each purchaser of a new home in the Subdivision, or each person or entity becoming a Member of the Association by purchase of an existing home or through other method, shall pay **four hundred dollars (\$400)** at closing as an initial assessment to fund the Association. Such amount shall be in addition to any other assessment required to be paid by Homeowners.

Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of that quarter's assessment directly from the HOA. Seller recovers credit from the purchaser of the prorated amount for the remaining portion of the existing quarter at closing.

BALDWIN PARK HOMEOWNERS ASSOCIATION, INC.

By: Don Schreyer

Title: President, HOA

STATE OF TENNESSEE COUNTY OF KNOX

Before a notary public of the state and county aforesaid, personally appeared Don Schreyer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of BALDWIN PARK HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

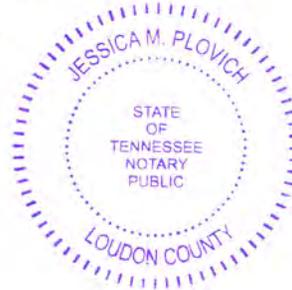
Witness my hand and seal, this 20th day of October 2020

Notary Public

My commission expires: _____

Jessica M. Plovich JESSICA M. PLOVICH

My Commission Expires
February 14, 2023



THIS INSTRUMENT WAS PREPARED BY

Charles Leonard 411 Burney Cir
NAME ADDRESS
Knoxville, TN
37934


BALDWIN PARK
HOMEOWNERS ASSOCIATION, INC.
P. O. Box 23391 Knoxville, TN 37933

**Amended and Restated
Declaration of Covenants and Restrictions
of the Baldwin Park Subdivision**

September 29, 2017

Sherry Witt
Register of Deeds
Knox County


Knox County Page 1 of 21
REC'D FOR REC 10/03/2017 11:41:02AM
RECORD FEE: \$107.00
M. TAX: \$0.00 T. TAX: \$0.00
201710030021162

Table of Contents for Declaration of Covenants and Restrictions

Title	Page
Forward	4
Article I – Definitions	5
Article II - Membership, Voting, Suspension of Rights	6
Section 2.1. Membership	6
Section 2.2. Voting Rights.	6
Section 2.3. Votes Necessary for Action.	6
Section 2.4. Member Contact Information.	6
Section 2.5. Board of Directors.	6
Section 2.6. Suspension of Rights.	6
Article III – Association Responsibilities	6-7
Section 3.1. Insurance.	6
Section 3.2. Books and Records.	7
Section 3.3. Reserve Requirement.	7
Section 3.4. Mowing and Trimming.	7
Section 3.5. Mulching.	7
Section 3.6. Garbage and Recycling.	7
Section 3.7. Common Elements.	7
Section 3.8. Contractor Requirements.	7
Article IV – Property Rights in the Common Elements	8
Section 4.1. Member's Easements of Enjoyment.	8
Section 4.2. Extent of Member's Easements.	8
Article V - Covenant for Assessments	8-11
Section 5.1. Creation of the Lien and Personal Obligation of Assessments.	8
Section 5.2. Purpose of Assessment.	9
Section 5.3. Annual Assessment.	9
Section 5.4. Special Assessments	9
Section 5.5. Changes in Basis of Annual Assessments.	10
Section 5.6. Notification of Change in Assessments/Delinquent Assessments.	10
Section 5.7. Effect of Non-Payment of Assessment; the Personal Obligation of the Homeowner; the Lien; Remedies of Association.	10
Section 5.8. Subordination of the Lien to Mortgages.	10
Section 5.9. Exempt Property.	11
Article IV - Enforcement	11
Article VII – Severability	11



Article VIII – General Covenants and Restrictions	11-20
Section 8.1. Residential Use.	12
Section 8.2. Common Elements.	12
Section 8.3. Construction and Improvement of Lots.	12-15
Section 8.3.1. Dwelling Size.	12
Section 8.3.2. Setbacks.	12
Section 8.3.3. Erosion Control.	13
Section 8.3.4. Exterior Materials.	13
Section 8.3.5. Exterior Colors.	13
Section 8.3.6. Exterior Trim and Decorating.	13
Section 8.3.7. Garages.	13
Section 8.3.8. Roads and Driveways.	13
Section 8.3.9. Sidewalks, Walkways, Patios; and Decks.	13
Section 8.3.10. Roofs.	14
Section 8.3.11. Utility Service.	14
Section 8.3.12. Mailboxes.	14
Section 8.3.13. Lighting.	14
Section 8.3.14. Screened Porch/Pergolas.	14
Section 8.3.15. Temporary Buildings.	14
Section 8.3.16. Accessory Structures.	15
Section 8.3.17. Fences and Walls.	15
Section 8.3.18. Pools.	15
Section 8.3.19. Future Changes to Dwelling.	15
Section 8.4. Landscaping Standards.	15-16
Section 8.4.1. Plantings.	16
Section 8.4.2. Side Yards.	16
Section 8.4.3. Sod/Lawn.	16
Section 8.4.4. Mulch.	16
Section 8.4.5. Irrigation.	16
Section 8.5. General Restrictions	16-20
Section 8.5.1. Nuisances/ and Hazardous Activity.	16
Section 8.5.2. Signs and Flags.	17
Section 8.5.3. Antennas and Satellite Dishes.	18
Section 8.5.4. Clotheslines.	18
Section 8.5.5. Recreational Vehicles, Trailers, Work Trucks, and Non-Operable vehicles.	18
Section 8.5.6. Refuse and Storage Area.	18
Section 8.5.7. Lawn Furnishings.	19
Section 8.5.8. Animals.	19
Section 8.5.9. Window Treatments.	19
Section 8.5.10. Recreational Equipment.	19
Section 8.5.11. Street Parking.	19
Section 8.5.12. Holiday Decorations.	20
Article IX – Original Declaration	21



**Amended and Restated
Declaration of Covenants and Restrictions
of the Baldwin Park Subdivision**

This Amended and Restated Declaration of Covenants and Restrictions is made and entered into as of September 29, 2017 by the Baldwin Park Homeowners Association.

The Declaration of Covenants and Restrictions of Baldwin Park was originally recorded as Instrument Number 200706130102643 and was later amended and restated by Instruments Number 200708010010257. This Amended and Restated Declaration of Covenants and Restrictions of Baldwin Park amends, restates and replaces for all purposes the documents recorded as Instrument Numbers 200706130102643, 200708010010257 and 201212030035812.

Baldwin Park is a Subdivision of thirty-eight (38) single-family homes and certain Common Elements. Homes are individually owned, Common Elements are owned collectively by the Baldwin Park Homeowners Association as recorded in the Knox County Register of Deeds Office. The Subdivision of certain real property is more particularly described (the "Subdivision") by the recorded plat and any recorded revisions thereof as Instrument Number 200707120003597 in the office of the Knox County Register of Deeds (the "Plat").

The Developer created on the property a residential community known as Baldwin Park consisting of detached single-family residences.

Desiring to provide for the preservation of the values in the Subdivision and for the maintenance of common facilities and, to this end, to subject the property to certain covenants, restrictions, easements, charges and liens, each and all of which were to benefit the property and all the homeowners thereof, the Developer created an entity to which was delegated and assigned the powers of maintaining and administering the community and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. The entity was incorporated under the laws of the State of Tennessee as a non-profit corporation known as BALDWIN PARK HOMEOWNERS ASSOCIATION, INC.

Baldwin Park Homeowners Association is solely responsible for maintaining and administering all requirements of the Subdivision as outlined.

NOW, THEREFORE, the Baldwin Park Homeowners Association declares that the Property and all Lots and all homes which are a part thereof shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2027, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless amended pursuant to the provisions of this document.

Article I – Definitions

Definitions. The following words when used in this Declaration (unless context shall prohibit) shall have the following meanings:

"Association" shall mean and refer to Baldwin Park Homeowners Association, Inc. The Association is a Neighborhood Association.

"ACC" shall mean and refer to the Architectural Control Committee of the Association.

"Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

"Bylaws" shall mean and refer to the Homeowners Association Bylaws, as adopted by the Baldwin Park Board of Directors and Members of the Baldwin Park Homeowners Association, which sets forth the organizational and operational details, and additional requirements of the Homeowners Association related to implementation of the Declaration of Covenants and Restrictions of Baldwin Park.

"Common Elements" shall mean and refer to those portions of the Property which have been conveyed to the Association by the developer and/or developer's bank. Common elements include, but are not limited to, the Subdivision entrance, Subdivision park, Subdivision buffer zones, facilities, structures, or other items located on such portions of the Property including, but not limited to, lots thirty-nine (39) and forty (40) as shown on the Plat, the entry structure, fencing, landscaping, fountain, retention basins, decorative lighting, stamped concrete section of the road leading into the Subdivision, and sprinkler systems located at the entrance and in the park.

"Declaration" shall mean the Declaration of Covenants and Restrictions

"Director" shall mean and refer to a member of the Board of Directors.

"Homeowner" shall mean and refer to the original or subsequent purchaser, whether one or more persons or entities, of a completed home and Lot with the fee simple title to Lot and home but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area and dedicated streets of Burney Circle and Boldercrest.

"Member" shall mean and refer to Homeowners who are Members of the Association.

"Member in Good Standing" shall mean and refer to Homeowners who are Members of the Association and are current on their assessments as provided in Article II.



Article II - Membership, Voting, Suspension of Rights

Section 2.1. Membership. Every person or entity who is the Homeowner of a fee or undivided fee interest in any Lot with complete dwelling shall be a Member of the Association, provided any such person or entity who holds such interest merely as a security for the performances of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Homeowner of a fee or undivided interest in a Lot with dwelling and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes.

Section 2.2. Voting Rights. The voting rights of the Members shall be one (1) vote per Lot and such voting rights provisions are specifically incorporated herein. Votes eligible or entitled to be cast are limited to Members in Good Standing.

Section 2.3. Votes Necessary for Action. Actions of the Association shall be effective only after more than fifty (50) percent of the votes eligible to be cast by Members in Good Standing approve said action. The Board may solicit votes by e-mail, telephone, or paper ballot as necessary and appropriate.

Section 2.4. Member Contact Information. Members are solely responsible for ensuring their correct contact information (address, phone numbers and email) are on file with the Association. Association correspondence will be deemed delivered if sent to the last known address on file as provided by the Homeowner.

Section 2.5. Board of Directors. The Association shall be governed by a Board of Directors of not less than three (3) or more than five (5) Members, to be elected annually by the Members. The Members of the Board of Directors must be Homeowners within the Subdivision, who are Members in Good Standing of the Association.

Section 2.6. Suspension of Rights. The membership and voting rights of any Member may be suspended by the Board of Directors for any period which any assessment against the Lot to which its membership is appurtenant remains unpaid; but upon payment of such assessments, and any interest accrued thereon, the Member's rights and privileges shall be restored as of the date of payment. Further, if Rules and Regulations governing the use of the Property and the conduct of persons thereon have been adopted and published, as authorized by these Bylaws, the rights and privileges of any person in violation thereof or in violation of the provisions hereof may be suspended at the discretion of the Board of Directors.

Article III – Association Responsibilities

This article sets forth the minimum requirements that Association assessments are to be expended for on behalf of the Homeowners of Baldwin Park. Nothing herein shall limit the Association's right to provide additional services if approved in accordance with this Declaration or the Bylaws.

Section 3.1. Insurance. The Association shall obtain and maintain on the Common Elements comprehensive general liability insurance in a minimum amount of \$1,000,000 per occurrence,

\$2,000,000 general aggregate, for bodily injury, death and property damage, maximum \$500 deductible. The Association shall obtain and maintain Director and Officer Errors and Omissions insurance to cover the Board of Directors during their term of office in the minimum amount of \$2,000,000 per occurrence, \$2,000,000 general aggregate, and a fidelity bond in a minimum amount of one year's worth of Homeowner dues to protect the Treasury funds from theft.

Section 3.2. Books and Records. The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that such sums are expended by the Association for the purposes set forth by this Declaration. The Association shall cause an annual tax return to be filed on behalf of the Association, as well as any Corporation documents required by State agencies, such as the Tennessee Secretary of State.

Section 3.3. Reserve Requirement. The annual reserve shall be built up to a maximum of 10% of the total budgeted annual Homeowner assessments and shall be replenished as funds are used. The reserve may be used as deemed appropriate by the Board for emergency purposes.

Section 3.4. Mowing and Trimming. The Association shall, at a minimum, provide for the mowing and trimming of lawns of the Homeowners within the Subdivision and of all Common Areas of the Subdivision, beginning on or about April of each year and ending on or about October of each year (or approximately 27 - 34 mowings depending on seasonal weather and how the mowing days fall on the calendar).

Section 3.5. Mulching. The Association shall, as a minimum, provide for one mulching annually of all beds contiguous to the homes of the Homeowners within the Subdivision and of Common Areas of the Subdivision as needed and as funds allow.

Section 3.6. Garbage and Recycling. The Association shall, as a minimum, provide for weekly garbage and semi-weekly recycling service to all Homeowners.

Section 3.7. Common Elements. The Association shall, as a minimum, provide for the basic maintenance and upkeep of all Common Element lawns, landscape, sprinklers, utilities, lights and any other Common Element features. The Association, acting by and through its Board of Directors, shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Elements.

Section 3.8. Contractor Requirements. Any contracts entered into between the Association and a contractor for work within the Subdivision must be by written contract, no more than one (1) year in duration (unless a thirty (30) day mutual cancellation clause is included and then the contract may be for longer.) The contractor must be able to provide proof of insurance via a certificate of insurance from their agent and must be covered, at minimum, by workers compensation and general liability insurance for the entire duration of work for the Association.

Board Members are required to disclose any current or previous personal or professional relationship with Association contractors. Board Members are prohibited from receiving any benefit from any relationship with any contractor as a result of work awarded to the contractor by the Association.

The Association, acting by and through its Board of Directors, shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Association.

Article IV – Property Rights in the Common Elements

Section 4.1. Member's Easements of Enjoyment. Subject to the provisions of Section 4.2, every Member shall have a right and easement of enjoyment in and to the Common Elements and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2. Extent of Member's Easements. The rights and easements of enjoyment in and to the Common Elements created hereby shall be subject to the following:

Section 4.2.1. Any rules and regulations reasonably adopted by the Association.

Section 4.2.2. The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Elements.

Section 4.2.3. The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of rules and regulations reasonably adopted by the Association

Section 4.2.4. The right of the Association to dedicate or transfer all or any part of the Common Elements or areas to any public agency, authority, utility, municipality or other governmental entity for any reasonable purposes or the right of the Association to mortgage or convey the Common Elements, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by two-thirds (2/3) of the votes eligible to be cast by the Members of the Association.

Article V - Covenant for Assessments

Section 5.1. Creation of the Lien and Personal Obligation of Assessments. Each Homeowner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments, collected quarterly, due and payable by the first of the month commencing the upcoming calendar quarter, or charges determined in accordance with these Declarations; and (2) special assessments for emergency repairs and capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Property against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office of Knox County, Tennessee and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation, jointly and severally, of the person who was the Homeowner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was a Homeowner of such property at the time when the assessment fell due, which action may be brought in lieu of or in addition to the filing or foreclosure

of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 5.2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, welfare, and beautification of the property and the Subdivision generally, and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements and of the lots and homes situated upon the property, the satisfaction of the maintenance obligations of the Association as set forth in Article I and administrative costs related to all such items or purposes. Such uses shall also include, without limitation, the filing of annual tax returns and other corporation returns, legal services; payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The assessments shall not be specifically limited to the Common Elements, but shall extend to and include the right and duty to maintain and repair the lighting, traffic signs within or pertaining to the Subdivision, to the extent such street signs or lights are the property and/or responsibility of the Association, any common easements and driveways, and the satisfaction of the maintenance obligations of the Association as set forth in Article III. The costs of operation and maintenance of lights and lighting regardless of the location within the Subdivision and the proximity to the individual Homeowner Lots, to the extent such lights are the property and/or responsibility of the Association, shall be borne equally and prorated as to each Homeowner; it being the intent of this requirement to ensure the safety, enjoyment and security of the entire Subdivision.

Section 5.3. Annual Assessment. Assessments are due and payable no later than the first of the month beginning the upcoming calendar quarter (i.e. Jan. 1, Apr. 1, Jul. 1, and Oct. 1). The assessment shall be a sum reasonably necessary as deemed by the Association to defray the expenses of the Association for such year and to otherwise satisfy the provisions of this document. The annual assessment may be adjusted upward or downward as herein provided and may be assessed and paid quarterly or as determined by the Board of Directors of the Association.

Each purchaser of a new home in the Subdivision, or each person or entity becoming a Member of the Association by purchase of an existing home or through other method, shall pay two hundred dollars (\$200) at closing as an initial assessment to fund the Association. Such amount shall be in addition to any other assessment required to be paid by Homeowners.

Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of that quarter's assessment directly from the HOA. Seller recovers credit from the purchaser of the prorated amount for the remaining portion of the existing quarter at closing.

Section 5.4. Special Assessments. In addition to the annual assessments authorized by Section 3.3 hereof, the Association may levy in any year a special assessment applicable to the time period set forth in such special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Elements, including necessary fixtures and/or other items related thereto, or any other matter as determined by the Association.

There will be a distinction made between special assessments necessary due to an emergency situation, which must be addressed without delay and require immediate action on the part of the Board as an operational necessity and special assessments for capital improvements or other

activities. The Board is authorized to put forth a special assessment without vote for emergencies, provided any such emergency assessment shall have the assent of at least three (3) Members of the Board of Directors.

Special assessments not related to emergency situations require a majority vote of the Association as provided for in Section 2.2 and Section 2.3 of the Bylaws.

Section 5.5. Changes in Basis of Annual Assessments. The Board may change the annual assessment and basis of the assessment fixed by Section 5.3 hereof prospectively for any period provided that any such change shall have the assent of at least three (3) Members of the Board of Directors.

An increase of the annual assessment requires a majority vote of the Association as provided for in Section 2.2 and Section 2.3 of the Bylaws. If an increase in the annual assessment is not allowed, and budgeted expenses exceed Member assessments, the Board is authorized, at their discretion, to discontinue or decrease the services provided by the Association to bring the budget and actual expenses in line.

It shall be incumbent on the Board to put up for vote, in accordance with section 5.6, a proposed decrease in Association annual assessments when the amount of retained assessment income exceeds twenty-five percent (25%) of budgeted expenses, after the required reserve(s) under Article III, Section 3.3, are met.

Section 5.6. Notification of Change in Assessments/Delinquent Assessments. It shall be the duty of the Board of Directors to notify each owner of any changes in the annual assessment or any special assessment and the due date of such assessment. Any assessment not paid within ten (10) days after the due date as defined in Section 5.3 (the first day after such ten (10) day period shall be referred to as the "delinquency date") shall be delinquent. The requirement of notice shall be satisfied if such notice is given by the regular deposit in the USPS to the last known address of each such owner, or by e-mail to the last known e-mail address on file with the Association. The due date of any special assessment under Section 5.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5.7. Effect of Non-Payment of Assessment; the Personal Obligation of the Homeowner; the Lien; Remedies of Association. If any assessment is not paid prior to the delinquency date (as specified in Section 5.6 hereof), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection, as hereinafter provided, become a continuing lien on the Homeowner's Property which shall bind such property in the hands of the then Homeowner, heirs, devisees, personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Homeowner's property, or may take both such actions, and there shall be added to the amount of such assessment reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees together with the costs of the action.

Section 5.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed

upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior Homeowner who was the Homeowner at the time such assessment accrued.

Section 5.9. Exempt Property. The following property to the extent it is subject to this Declaration, shall be exempted from the assessments, charge and lien created herein; (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Elements as defined in Article I hereof; (c) all properties exempt from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no Homeowners shall be exempt from said assessments, charges or liens.

Article VI - Enforcement

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Homeowner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent them from doing or to recover damages or other dues for such violation.

The various provisions of this Declaration are to constitute mutual, equitable covenants for the protection and benefit of every lot in the subdivision. Failure by the Association or any other person or persons entitled to enforce any measure or provision upon violation thereof shall not prevent enforcement thereafter or be deemed a waiver of the right to do so.

Article VII - Severability

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any other provision or provisions, which shall remain in full force and effect.

Article VIII – General Covenants and Restrictions

The architectural design and the site planning of Baldwin Park Subdivision are intended to evoke the appearance of a turn of the century architecturally planned community. Building setbacks, site amenities and landscape improvements for each individual Lot as well as the entire community are intended to create an overall feeling of unity, consistency and harmony. The community atmosphere is created and maintained by requiring the consistent use of materials and architectural styles. The guidelines and restrictions herein are intended to maintain the design intent of and sustain the attractive aesthetic appearance of the community as a whole.



The following covenants and restrictions shall apply to all Homeowners of Lots, dwellings and structures erected or placed thereon:

Section 8.1. Residential Use. All lots shall be restricted exclusively to single-family residential use other than Lots designated as Common Elements. No Lot, or any portion thereof, shall at any time be used for any commercial, business, or professional purpose. All single-family residences constructed on the Lots shall be "traditional" in style. The Architectural Control Committee at its sole discretion shall decide the determination of whether or not a residence is "traditional".

Section 8.2. Common Elements. The Common Elements shall be used only by the Homeowners and their agents, tenants, family Members, invitees, and licensees for access, ingress to and egress from their respective Lots and for such other purposes as may be authorized by the Association.

Section 8.3. Construction and Improvement of Lots. All construction of dwellings or modifications to existing dwellings, accessory structures and all other improvements in Baldwin Park shall be approved in advance in writing by the Baldwin Park Architectural Control Committee. All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities. No construction or alteration of any dwelling or structure shall take place without the prior written approval by the Architectural Control Committee of plans and specifications for the landscaping to accompany such construction or alteration.

No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other material or devices used for building purposes shall be stored on any Lot except for the purpose of constructing a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

No exposed, above ground tanks for the storage of fuel or water or any other substances shall be located on any Lot.

Any construction on any Lot shall be at the risk of the Owners of such Lot and the Owner of such Lot shall be responsible for any damages to any curbing, sidewalks, street, Common Elements, Subdivision property or neighbor's property resulting from construction on such Lot. Any damage to any sections(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible not to exceed thirty (30) days after completion of such construction.

Section 8.3.1. Dwelling Size. The enclosed, heated living area (exclusive of garages, porches, terraces, bulk-storage and basement) of one-story dwellings shall contain not less than two thousand (2,000) square feet. The enclosed, heated living area (exclusive of garages, porches, terraces, bulk-storage and basement) of all one and one-half story and two story dwellings shall contain not less than two thousand, three hundred (2,300) square feet. No dwelling shall be constructed exceeding two and one-half stories in height on any Lot.

Section 8.3.2. Setbacks. In approving plans and specifications for any proposed dwelling or structure, the Architectural Control Committee may establish setback requirements for the location of such dwelling or structure that are more restrictive than those established by the Plat. No dwelling or structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

Section 8.3.3. Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Control Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and requiring landscaping.

Section 8.3.4. Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. The Architectural Control Committee shall approve exterior materials. Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot, and there shall be no chain-link fence or fences or walls of any other material which the Architectural Control Committee determines to be incompatible with dwellings or other structures in Baldwin Park.

Section 8.3.5. Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood, including decks, balconies, galleries, banisters, shutters, etc. must be stained a consistent color and shall be complimentary to the building exterior.

Section 8.3.6. Exterior Trim and Decorating. Exterior window and door trim and similar decorations shall all be the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

Section 8.3.7. Garages. All garages must be attached and have doors of raised panel construction and each garage door must be coordinated with the dwelling to which it is appurtenant. Garages must be a minimum of two (2) cars, no more than three (3) cars. Garage doors shall be kept in working order and shall be kept closed when not in use.

Section 8.3.8. Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications. Specifications shall include the proposed materials to be used in constructing such roads and driveways. Parking spaces, garages, and the driveway to garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape, and compatibility with surrounding improvements. All home sites shall have a driveway of stable and permanent construction of at least fifteen (15) feet in width. All driveways must have a stained and stamped concrete finish similar to existing homes in Baldwin Park and shall be sealed.

Section 8.3.9. Sidewalks, Walkways, Patios, and Decks. Special designs other than what currently exists in Baldwin Park shall be approved by the Architectural Control Committee and must be in keeping with the overall planned appearance of the Subdivision.

Section 8.3.10. Roofs. Roofing materials must be a minimum of a thirty (30) year architectural dimensional shingle. Roof pitch must be 8/12 or higher.

Section 8.3.11. Utility Service. No lines, wires or other devices for communications purposes, including telephones, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any home site unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on building, or other approved improvement. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Architectural Control Committee. In addition, all gas, water, sewer, oil, and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

All exterior mechanical equipment including, but not limited to, transformers, vents, air condition compressors, pool pumps, meters, etc. shall be concealed from view by an opaque landscaping screen or by evergreen shrubbery or trees which are at planting, a minimum of 2' tall and at maturity, exceed the height of the structure.

No window air conditioning unit may be located in any part of any dwelling or accessory structure.

No solar energy devices shall be allowed without written approval of the Architectural Control Committee.

Section 8.3.12. Mailboxes. All mailboxes shall be consistent and identical to those installed by the Developer in Baldwin Park and are currently in use in the Subdivision. Should the identical mailbox not be available, Homeowner's may obtain approval from the Architectural Control Committee for a similar style mailbox to be installed. Only one (1) mailbox shall be located on any Lot. All mailboxes shall include only the house number, and shall be located as prescribed by the United States Postal Service.

Section 8.3.13. Lighting. All exterior lighting shall be consistent with what is established in Baldwin Park and shall be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decorations shall be limited to up lighting or down lighting and shall be concealed. No colored lens, bulbs, or lamps are permitted, with the exception of Holiday lighting as permitted under Article VIII, Section 8.5.12.

Section 8.3.14. Screened Porch/Pergolas. Any screened porch that is part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used. Pergolas and screened porches must be constructed of wood or other paintable material and stained consistently with the home's other exterior porch materials or painted to match the home's exterior. Pergolas must be permanently attached to the exterior of the home and/or anchored to concrete footings.

Section 8.3.15. Temporary Buildings. No temporary building or shed shall be constructed on any Lot without the prior written consent of the Architectural Control Committee.

Section 8.3.16. Accessory Structures. The Architectural Control Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Architectural Control Committee in accordance with the provisions of these covenants. All additions of this sort must be located in the backyard area. Such structures must not be visible from the street and must be shielded from view of adjacent Homeowners by landscaping or other means approved by the Architectural Control Committee.

Section 8.3.17. Fences and Walls. In the backyard area only, fences will be permitted from an approved set of fencing types adopted for use by the Architectural Control Committee. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specification for such fences and walls. Fences must begin and end at the rearmost comers of the Homeowner's dwelling and must not encroach on any berm located behind Homeowner's dwelling, if applicable.

Fences and walls must not encroach on the Common Areas or on adjacent Homeowner's lot. Prior to obtaining approval for a fence or a wall, the Homeowner must have their lot boundaries marked either by survey or by other reliable source (i.e. marking from survey pin to survey pin). Any structure deemed to have been placed on the Common Area or on adjacent Homeowner's lot will be removed at the installing Homeowner's expense.

Section 8.3.18. Pools. In-ground swimming pools, above- or in-ground spas, and above- or in ground hot tubs are allowed subject to any required permits being obtained from the Town of Farragut and the Architectural Control Committee approving in advance the plans and specifications for the pool, spa, and hot tub, fencing, associated structures, and landscaping. Pools, spas and hot tubs must be constructed of materials that are complementary to the patio and home. Preformed fiberglass pools are prohibited. Above ground pools are prohibited in Baldwin Park.

Section 8.3.19. Future Changes to Dwelling. No changes to paint stain or trim colors from that originally approved by the Architectural Control Committee for the contractor shall be made without again obtaining written approval of the Architectural Control Committee in advance.

Section 8.4. Landscaping Standards. Landscaping and site beautification is required within certain areas of each Lot. Any home site that shall have been altered from its natural state, shall be landscaped according to plans approved in writing in advance by the Architectural Control Committee.

It is encouraged that a Landscape Architect or other similar professional be used to assist in providing landscape design for each home and grounds, location and design of walkways, driveways, outdoor entertainment areas, and other features outside the home. Landscaping as approved by the Architectural Control Committee shall be installed no later than thirty (30) days following completion of any building, weather permitting.

Any future changes to the original or currently approved landscaping elements and design through the addition of trees, shrubs and flower beds, with the exception of bedding plants, visible from the street, shall require Architectural Control Committee approval prior to installation.

Section 8.4.1. Plantings. All shrubs, trees, grass, flower beds and planting of every kind shall be kept well maintained, routinely pruned, free of weeds, watered, properly cultivated and free of trash and other unsightly materials. Dead or diseased trees, shrubs, and plantings shall be removed within ninety (90) days.

No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without prior approval of the Architectural Control Committee unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways. This provision shall not apply to damaged, diseased or dead trees which must be removed within ninety (90) days.

Section 8.4.2. Side Yards. These areas are located parallel to the house and side property lines. Planting in this area must not restrict access/movement or drainage between front and rear property areas.

Section 8.4.3. Sod/Lawn. All front, side and backyard areas within each home site not covered with pavement, buildings, shrubs, hardscape, mulch or ground cover shall be completely covered with sod. Lawns shall be fertilized and treated for weeds on an as-needed basis. Dead lawns shall be replaced within ninety (90) days, unless water restrictions are in place. Homeowners will be allowed adequate time to revive grass that has died. Bermuda grass shall not be permitted as a future lawn of choice.

Section 8.4.4. Mulch. All areas within home sites not covered with pavement, buildings, shrubs, mulch or ground cover or sod shall be covered with two (2) inches deep of dark brown shredded hardwood mulch.

Section 8.4.5. Irrigation. Automatic sprinkler systems are required for complete coverage of all front, side, and rear yards. Automatic sprinkler system coverage shall also include the landscaping located between the Subdivision sidewalks and the curbs throughout the Subdivision

Section 8.5. General Restrictions.

Section 8.5.1. Nuisances/ and Hazardous Activity. No unlawful, noxious or offensive activities shall be carried on in any Lot, Homeowner's Lot, or upon the Common Elements or streets, nor shall anything be done therein or thereon which, in the judgment of the Architectural Control Committee and/or Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Homeowners' use of their Lots, homes and/or Common Elements.

The Board is authorized to determine if any activity is deemed to present a potentially hazardous situation that would threaten the safety of Homeowners or Guests.

Without limiting the generality of any of the foregoing:

Section 8.5.1.1. No, horns, whistles, bell or other sound devices, barking dogs, loud parties and/or loud recreational activities shall be allowed to become nuisances to other Members of the Association.

Section 8.5.1.2. All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell, or other device from sounding after a five (5) minute period of time.

Section 8.5.1.3. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of a Homeowner's Lot so as to render the same unsanitary, unsightly or offensive.

Section 8.5.2. Signs and Flags. No signs or flags whatsoever, including, but not limited to, commercial and similar signs and flags shall, without the Architectural Control Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of the dwelling or structure visible from the exterior thereof, except:

Section 8.5.2.1. Such signs as may be required by legal proceedings;

Section 8.5.2.2. One (1) sign indicating the contractor of the residence on the Lot, which must be removed within seven (7) days of contractor completion of work;

Section 8.5.2.3. One (1) "For Sale" sign to be no larger than five (5) square feet indicating the home and/or Lot are for sale;

Section 8.5.2.4. Directional signs for vehicular or pedestrian safety in accordance with plans and specification approved by the Architectural Control Committee;

Section 8.5.2.5. A contractor or real estate agent may place one (1) "Sold" or "Sale Pending" sign in the front yard, which must be removed within ten (10) days following consummation of the sale of any completed house

Section 8.5.2.6. Political signs are allowed, subject to the following:

a) no more than one (1) sign on an occupied lot can be placed no closer than fifteen feet (15') to the edge of the pavement, or five feet (5') behind the sidewalk, whichever is greater;

b) cannot be erected more than forty-five (45) days before Early Voting and must be removed within seven (7) days after the election; and

c) cannot exceed thirty-six inches square (36" X 36") and cannot exceed thirty-six inches (36") in height from the ground to the top of the sign.

Section 8.5.2.7. One (1) "Beware of Dog" sign, not to exceed eight inches by twelve inches (8" x 12"), located in proximity to the Homeowner's fence gates.

Section 8.5.2.8. One (1) sign, not to exceed eight inches by twelve inches (8" X 12") indicating the home is protected by a security company.



Section 8.5.2.9. One (1) sign, not to exceed six inches by twenty-four inches (6" X 24") displaying the name or address of the Homeowner.

Section 8.5.2.10. American or military service flag, or sign to direct emergency or fire personnel and special needs of the disabled are allowed, not to exceed one (1) per home not to exceed four feet by six feet (4' X 6').

Section 8.5.2.11. College and holiday flags are limited to one (1) per lot and cannot exceed four feet by six feet (4' X 6'). Holiday flags must be put up and taken down in accordance with Article VIII, section 8.5.12. Each front yard may have one small garden flag (e.g.sports team, school, seasonal, plant or animal image) up to 12.5" by 18" in good condition.

Section 8.5.3. Antennas and Satellite Dishes. In the event that antenna, satellite dishes or other such devices are desired or required to be allowed upon Lots by any valid governmental rule or regulation, the Architectural Control Committee shall have the authority to restrict the location, size, placement and type of such devices to reduce the visual impact of such devices as much as possible. No such devices shall be mounted on dwellings or accessory structures. Further, the Architectural Control Committee may require screening or landscaping to conceal such devices from the street and neighbors. Before any such device may be placed on any Lot, the Homeowner must submit plans to the Architectural Control Committee for its consideration and approval.

Section 8.5.4. Clotheslines. No outside clotheslines shall be placed on any Lot.

Section 8.5.5. Recreational Vehicles, Trailers, Work Trucks, and Non-Operable Vehicles. No trailer, trailer house, boat, motorcycle, or other recreational vehicle shall be parked on any Lot or on any of the streets. No work trucks/vans exceeding-sixteen thousand (16,000) pounds gross weight or any non-operable vehicles shall be parked on any Lot or on any of the streets. No vehicles shall be stored and/or covered on any of the streets. Any exception to the above requires approval in advance from the Architectural Control Committee. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Control Committee prior to its being moved onto the construction site. Contractor work trucks that are at the Homeowner's residence to perform work on the home or yard are allowed to park in the street while work is ongoing.

Section 8.5.6. Refuse and Storage Area. Garbage and refuse shall be placed in containers and shall be capped and in containers in such a manner that they are inaccessible to animals. All trash and/or recycling containers must be stored within the interior of the garage at all times except on the designated trash day. The trash and/or recycling containers may be placed on or near the driveway the evening before trash day and must be returned to the interior of the garage by the following evening once the trash has been picked up. Garbage pickup will be contracted by the Association and assessed accordingly. Should garbage pickup be unexpectedly delayed a provision will be made for an additional day for the trash to be left out for collection.

Section 8.5.7. Lawn Furnishings. No birdbaths, fountains, ponds, freestanding flagpoles, artificial plants, birdhouses, lawn furniture or similar types of accessories and lawn furnishings are permitted in the front yard of any home. Each front yard may have one small (up to 24") garden ornament (e.g. statue) located in a mulch bed.

Permanent fountains, ponds, and similar type hardscapes otherwise located are subject to Architectural Control Committee approval. Fountains must be located within fifteen feet (15') of the home, not visible from the street, and cannot exceed four feet (4') in height. Rain barrels or other large entryway structures on front porches not permitted.

Section 8.5.8. Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon primarily as inside household pets and not for commercial purposes. In no case shall animals or pets become nuisances or hazards as defined in Article VIII, Section 8.5.1. No structure for the housing or confinement of any animal, other than Architectural Control Committee approved fencing, shall be constructed, placed or altered on any Lot without Architectural Control Committee approval. Pets shall be leashed and cleaned up after at all times with the exception of when they are confined in their owner's fenced backyard.

Section 8.5.9. Window Treatments. All interior window treatments such as drapes, shutters, shades and blinds shall have a solid neutral appearance from the exterior and should be kept in good condition. Broken or torn window treatments should be repaired or replaced within ninety (90) days. Temporary window treatments must be removed from windows within sixty (60) days of occupancy.

Section 8.5.10. Recreational Equipment. No recreational and/or playground equipment of any kind shall be erected, installed, maintained, or altered on any Lot without the prior written approval of the Architectural Control Committee of plans and specifications for such structures. All additions of this sort must be located in the "Backyard Area" (the space between the rear wall of the house and the rear property line area). Playground equipment must be constructed of wood other than pressure treated pine, cannot exceed twelve feet (12') in height, and must be completely shielded from view of adjacent neighbors and the street by evergreen shrubbery or trees which are at planting, a minimum of 4' tall and at maturity, exceed the height of the structure. No clubhouses, forts, dollhouses or tree houses are permitted.

Entryways, lawns, driveways, and sidewalks shall be maintained free of all items that could potentially detract from the neighborhood or cause a hazard. No temporary or permanent basketball goals or similar type sporting equipment shall be permitted.

Toys and bicycles shall be kept in the garage or home when not in use. Kiddie pools (less than forty-eight inches (48") in diameter and less than twelve inches (12") tall) and lawn games should only be used in the backyard area of the home and shall be kept in the garage or home when not in use. Kiddie pools must be drained and stored daily.

8.5.11. Street Parking. To minimize safety issues and allow for adequate vehicular traffic within the Subdivision, Homeowner owned vehicles shall be parked in their respective garages and/or driveways at all times. Street parking is allowed if adequate garage and/or



driveway space is not available and should be limited to the side of the street closest to the front of the Homeowner's property, one side of the street only, to not impede emergency vehicle access, and is not allowed in front of hydrants, mailboxes, or garbage cans. Should additional temporary parking (less than 48 hours) be necessary due to guests, a party, maintenance work on home, etc., Homeowner's are to follow the same rules for overflow parking, if it must exceed the area in front of their home. Guests should be encouraged to park in Homeowner driveways when space is available.

8.5.12. Holiday Decorations. Holiday decorations, flags and/or lights are to be installed no earlier than thirty (30) days prior to the holiday. Holiday decorations, flags and/or lights must be removed no later than thirty (30) days following the holiday.

Article IX Original Declaration

The terms of this Amended and Restated Declaration of Covenants and Restrictions for Baldwin Park Subdivision shall amend, replace and supersede for all purposes the original Declaration.

IN WITNESS WHEREOF, BALDWIN PARK HOMEOWNERS ASSOCIATION, INC. has caused this instrument to be executed as of the date set forth above.

BALDWIN PARK HOMEOWNERS ASSOCIATION, INC.

By: Charles Lemond
Title: President, HOA

STATE OF TENNESSEE COUNTY OF KNOX

Before a notary public of the state and county aforesaid, personally appeared Charles Lemond, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be the President of BALDWIN PARK HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such officer.

Witness my hand and seal, this 2nd day of October, 2017

Kayla McCarter
Notary Public



My commission expires: My Commission Expires November 9, 2019



SHERRY WITT

KNOX County Register of Deeds

CUSTOMER RECEIPT - RECORDING SERVICES

865-214-7117

Receipt Number: T20170054978
Date/Time: 10/03/2017 11:41:02
Method Received: Walk-In
Clerk: Beverlyc

Customer Name : CHARLES LEMOND

MAIL ENVELOPE PROVIDED

CHARLES LEMOND
411 BURNEY CIRCLE
KNOXVILLE TN 37934

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Gen. Fee</u>	<u>Equip. Fee</u>	<u>Transfer Tax</u>	<u>Mortgage Tax</u>	<u>Copy</u>	<u>Cert. Copy</u>	<u>Total Copy Fee</u>	<u># Pgs</u>	<u>Consideration</u>	<u>Subtotal</u>
201710030021162	REST	\$105.00	\$2.00	\$0.00	\$0.00	N	N	\$0.00	21		\$107.00
<u>First Party Name</u>						<u>Second Party Name</u>					
BALDWIN PARK HOMEOWNERS ASSOCIATION						BALDWIN PARK SUBDIVISION					

Payment Information

<u>Method of Payment</u>	<u>Payment Control ID</u>	<u>Authorized Agent</u>	<u>Amount</u>
Cash			\$160.00

AMOUNT PAID: \$160.00
 LESS AMOUNT DUE: \$159.00
 CHANGE RECEIVED: \$1.00

Change given to customer