

41 PGS:AL-RESTRICTIONS	
962179	
11/28/2023 - 12:44 PM	
BATCH	962179
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	205.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	207.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

Prepared by:
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(615) 652-1047



**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR PHASE THREE ADEN WOODS OF CASTLEBERRY
SUBDIVISION**

THIS DECLARATION of Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between A-1 Home Builders, Inc. (hereinafter referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the City of Fairview, Williamson County, Tennessee, and desires to create thereon, a residential development known as Phase Three Aden Woods of Castleberry Subdivision, more particularly described on Exhibit A attached hereto (the "Development" or "Subdivision") for the mutual benefit of the future residents of the Development; and

WHEREAS, it is in the best interest of the Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the property within the Development that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of any common areas; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining any common areas, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing any necessary assessments and charges hereinafter created; and

WHEREAS, the Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a non-profit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have agreed to the same.

ARTICLE I **DEFINITIONS**

In addition to other terms defined throughout the Declaration, the following words, when used herein, shall have the following meanings:

Section 1. The "Association" shall mean Aden Woods Phase Three Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The form of the Bylaws of the Association are attached hereto as Exhibit B and are incorporated herein by reference. The Bylaws may be amended from time to time as provided for therein.

Section 2. "Builder" shall mean and refer to any person who is in the business of constructing single family residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing a single-family residence thereon for sale to a third-party customer of the Builder.

Section 3. "Common Area" or "Common Areas" or "Open Space" shall mean and refer to any and all real property owned by the Association and all improvements thereon, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, which may be constructed initially by the Developer whether thereafter by the Association. Common Areas with respect to the property made subject to this Declaration, whether at the time of filing of this Declaration or subsequently by Supplemental Declarations shall be shown on the plat(s) for the Subdivision and designated thereon as "Common Areas" or "Open Space."

Section 4. "Declaration" shall mean this instrument, as the same may be amended and/or supplemented from time to time as provided for herein.

Section 5. "Developer" shall mean A-1 Home Builders, Inc., its successors, representatives and assigns, provided such assigns are designated in writing by the Developer as an assignee of the rights of the Developer as set forth herein.

Section 6. "House" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 7. "Lot" shall mean any lot shown on any recorded plats of the Property. A Lot shall not include any dedicated streets and roadways.

Section 8. "Lot Owner" or "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. "Master Plan" shall mean and refer to the Site Plan & Construction Drawings that have been given final approval by the City of Fairview Planning Commission for the development of the Subdivision on the Property. Developer reserves the right to amend the Master Plan at any time as well as any amendments thereof and such rights shall include without limitation the right to reconfigure Lots, increasing or decreasing the number of different Lot types, and adding or removing property from the Subdivision.

Section 10. "Occupant" shall mean or refer to any Person or Persons in possession of a Lot or House other than a Lot Owner.

Section 11. "Person" shall mean or refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity.

Section 12. "Plat(s)" shall mean and refer to the plat(s) for the Subdivision to be recorded in the Williamson County Register of Deeds Office subdividing the Property into Lots and reflecting thereon the public streets, Common Areas, and utility easements and other matters normally shown on subdivision plats. The Property shall be platted in one phase.

Section 13. "Property" shall mean the real property submitted to this Declaration and described in the unrecorded final plat entitled "Phase Three Aden Woods of Castleberry Subdivision," dated June 3, 2022, last revised on May 2, 2023, job no. 19310.05, prepared by David A. Parker of SEC, Inc., Registered Land Surveyor No. 2381, a reduced version of which is attached hereto as Exhibit A and incorporated herein by reference. The Property shall not include any public streets and roadways shown on the Plat. As provided in this Declaration, the Developer shall have the right to subject certain

additional real property to the terms of this Declaration and in such event such additional property shall be deemed to be included within the definition of "Property."

Section 14. "Subdivision" shall mean and refer to "Phase Three Aden Woods of Castleberry Subdivision" platted or to be platted on the Property.

Section 15. "Lawn Art" shall mean and refer to improvements made upon Lots in the Subdivision and shall include, rock walls, gardens, trails and pathways, flower beds, plant material containers, ornamental statues, fountains, bird baths, bird houses and other items which may be included in the general definition of this term.

ARTICLE II **THE ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

Section 1. Formation. Developer has caused or will cause the Association to be formed in accordance with the Tennessee Nonprofit Corporation Act. The purpose of the Association is to provide for the administrative, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Development and the Property.

Section 2. Members. Every Lot Owner, their heirs, successors and/or assigns, shall be a member of the Association (a "Member") and is subject to assessment by the Association as hereinafter provided. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, which is subject to assessment. When any Lot is owned of record in joint tenancy, tenancy in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised as specified herein. A corporate Member's vote shall be cast by the president of the member corporation or by any other officer or proxy appointed by the president or designated by the board of directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided above with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

Section 3. Voting Classes. The Association shall have two classes of voting Members:

Class A. Class A Members shall be all Lot Owners, with the exception of the Developer or its assignees as hereinafter provided and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B Member shall be entitled to four (4) votes for each Class A vote. For voting purposes, any and all Lots shown on the Master Plan but not yet platted shall also be counted as Lots owned by the Developer or its assignee. Following the termination of the Class B Membership, the Developer or its assignee shall have one (1) vote for each Lot, platted or unplatted.

Section 4. Transfer of Control. The Class B Memberships shall continue until (i) Developer has closed all lots or (ii) the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate.

Section 5. Annual Meeting. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with state or federal law) be held within one (1) year of the formation of the Association and no later than four months after all of the Lots have been sold by the Developer.

Section 6. Board of Directors.

(a) Until the Transfer of Control, the Board of Directors for the Association (the "Board" or "Board of Directors") shall consist of three (3) Directors appointed by Developer, who shall serve until their respective successors are appointed and qualified. Until the Transfer of Control, Developer shall have the sole and exclusive right to appoint and remove all three (3) Directors and appoint new Directors. A Director appointed by Developer need not be a Member of the Association. A Director elected by the Members on or after the Transfer of Control must be an Owner of a Lot or a spouse of an Owner of a Lot, except that if an Owner is a corporation, partnership, joint venture, or other entity, the Owners may elect as a Director an officer, partner, joint venturer, or like individual affiliated with such entity. A Lot cannot be represented on the Board by more than one elected Director (whether an Owner, a spouse of an Owner or an officer, partner, joint venturer or like individual associated with an Owner).

(b) Not less than thirty (30) days in advance of the Transfer of Control, the President of the Association (who shall be appointed by Developer prior to the Turnover Date) shall call a special membership meeting ("Transfer of Control Special Meeting"). At the Transfer of Control Special Meeting, the Directors appointed by Developer shall be deemed removed from office and the new Board consisting of at least three (3) but not more than five (5) Directors shall be elected by the Members as provided for in this Article. The persons so elected shall take office immediately upon election.

(c) Notwithstanding anything above to the contrary, Developer may, by written notice to the Board at or before any Annual Meeting occurring prior to the Transfer of Control, relinquish to the Members or Builder Developer's right to appoint or elect one

or more Directors at such Annual Meeting pursuant to this Section.

(d) In connection with the Transfer of Control, which occurs at the Transfer of Control Special Meeting, Developer shall not be deemed to have made any representation or warranty as to the condition of, nor shall Developer be required to perform any maintenance or repairs to, the Property (including the Common Area). After the Transfer of Control and the Transfer of Control Special Meeting, Developer shall be released from all obligations in connection with the Property (including the Common Area).

Section 7. Acceptance of Development. By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Subdivision, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted.

ARTICLE III **COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION**

Section 1. Creation of the Lien and Personal Obligation of Assessments. All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any other amounts properly assessed against a Lot Owner by the Association, including fines, late fees or any other amounts. The annual and special assessments and any other amounts properly charged to a Lot Owner by the Association, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Common Area, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances from the Developer. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this Section shall be established and funded by regular monthly payments.

Section 3. Annual Assessment. A Budget for the Association will be prepared each year and will be available to the Owners. The proposed Budget is to show the categories of expenses and the anticipated amounts of expenses for which annual assessments are determined by the Board of Directors to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Association for such year, as well as any expected surplus from the prior assessment year. At the office of the Association or its agent, copies of the proposed Budget and the Budget for the current assessment year will be made available by the Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board of Directors shall allocate the annual assessment equally among the Lots.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property, if any, related thereto. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

Section 5. Working Capital Fund.

(a) An initial Working Capital contribution of Three Hundred Fifty Dollars (\$350.00) shall be paid for each Lot at the earlier of the time of the initial sale of a Lot with a House constructed on a Lot or the occupancy of a House on such Lot ("Initial Contribution").

(b) The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

(1) To fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments;

(2) To reimburse the Developer for all amounts loaned by Developer to the Association to fund any operating deficits; and

(3) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

(c) Prior to the Transfer of Control, to the extent that the Association is

unable to pay all costs of maintaining the Common Areas and administering the Association, (i) Developer may (but is not required to) use its own funds or loan monies to the Association on an interest free basis to fund any such deficits; or (ii) the Association may levy a Special Assessment to satisfy such deficit in part or in whole, which shall be paid as determined by the Board.

(d) Notwithstanding any provision of this Declaration, the Charter or the Bylaws, the Developer and any Builder shall not be required to pay an assessment for any Lot owned by it unless a House has been constructed on the Lot and occupied for residential purposes.

Section 6. Lot Transfer Fee. The Board will set the amount of a Lot transfer fee be charged to the buyer upon the sale or transfer of any Lot, except sales or transfers by or to a Builder or by or to an affiliate of a Builder and except transfers by deed in lieu of foreclosure or transfers by foreclosure. Such Lot Transfer Fee shall be assessed automatically, without action by the Board of Directors. All fees and assessments charged herein, whether for a specific sum of money or otherwise calculated, shall be deemed to be reasonable and necessary under the circumstances, as determined by a simple majority of the Board of Directors.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the first day of the first month following the closing of the transfer of the first Lot by Developer. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The assessment shall be paid quarterly on the first day of each quarter by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until the earlier of (i) one year following the closing date for the purchase of said Lot by Builder from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on the Lot.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid by the tenth (10th) day of the month in which it is due shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all collection costs, including reasonable

attorney's fees, and the costs of bringing such action or foreclosure. No Lot 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV **ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS**

Section 1. Development Size. The maximum number of Units that may be constructed within the Subdivision is determined by the approval of the Concept Plan. The current Concept Plan contains 68 units.

Section 2. Minimum Square Footages. All dwellings shall contain not less than 2,000 square feet of living space (HVAC floor area), excluding basement, garage, carport, open porches, or patios.

Section 3. Exterior Materials. All residential structures erected upon any lot in the subdivision shall be constructed so that one hundred percent (100%) of the total exterior wall surface area of all elevations of the structure exclusive of pop-outs, gables, overhangs, dormers, cantilevers, and any openings shall be brick, stone, simulated stone, stucco, cement fiber board or other masonry material. The remaining exterior wall surface may consist of only fiber cement siding. The use of exposed concrete block or simulated brick shall not be permitted.

Section 4. Foundations. No exposed concrete block or concrete foundations are allowed. Standard concrete block or poured concrete foundations and site retaining walls shall be covered with stone, simulated stone, brick, or stucco to compliment the principle materials and design of the dwelling.

Section 5. Swimming Pools. Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Committee. The construction of any swimming pool shall conform to all applicable government regulations. No above ground swimming pools shall be permitted.

Section 6. Roofing Material and Pitch. The roof of any building (including any garage) shall be constructed or covered with asphalt or composition type shingles dimensional compositional shingles, cedar shingles, standing seam metal or copper, slate

or tile. Any other type of roofing material shall be permitted only in the sole discretion of the Architectural Committee upon written request. Minimum roof pitch to be determined by Architectural Committee or as shown in the Design Guidelines. The roof pitches on all homes shall be subject to the regulations of the Architectural Committee.

Section 7. Driveways. Each home shall have a driveway providing access from the street or alley to the garage. Driveways shall be constructed of concrete. Other materials including brick and aggregate may be used as approved by the Architectural Committee. Each driveway shall contain at least two (2) off street paved parking areas excluding the garage parking.

Section 8. Landscaping and Trees. The front elevation of each residence in the Subdivision shall be landscaped with shrubs, bushes, trees, or other plantings so as to provide cover at grade across the front of the home. Street Trees shall be of the species specified by and planted in the location specified by the Association. In addition, all Lots shall be strawed and seeded. All plantings and landscaping and seeding shall be completed prior to occupancy of the residence, weather permitting. The Lot Owner shall be responsible for replacing any street trees damaged or diseased. In order to maintain continuity in the Subdivision, the initial planting of Street Trees and the replacement of Street Trees is not optional. In addition, the Association shall have the right to go on any Lot in order to "limb up" or trim any such Street Trees. Each Lot Owner shall be responsible for maintaining shrubbery or other plantings on their Lot and keeping same properly trimmed and shall be responsible for replacing any such shrubbery or plantings if any such plantings die. The lot owner (whose lot abuts the right of way and fronts the street next to which the trees are planted) shall be responsible for watering, fertilizing, and maintaining and caring for the street trees installed by the Developer and shall be responsible for replacing any dead, damaged, or diseased street trees whether they are in such street's right of way or within a landscape maintenance easement. In the event that such street trees are not being properly maintained by the Lot Owner (in the sole opinion of the Association), the Association may assume the maintenance of such tree(s), at the cost and expense of such Lot Owner. If such tree dies and is not replaced by the Lot Owner within ninety (90) days from notification by the Association, or within the next planting season, the Association shall replace such tree at the Lot Owner's expense. In addition, except as may be waived by Developer or the Architectural Committee as to certain Lots, on each Lot the Builder and/or Owner shall install at least one 2-inch trunk caliper tree on all Lots with two 2-inch trunk caliper trees required on corner Lots.

Section 9. Front Porches & Decks. Porches may have railings of painted wood, metal or vinyl. Rear decks to be stained with Architectural Committee approval. Front porches, both open and covered may encroach within the minimum front building setback up to five feet as long as the government agencies in the City of Fairview, Tennessee, or other applicable governing authority, approve such encroaching. No enclosed front porches shall be allowed.

Section 10. Temporary Structures. No temporary structure shall be greater than one story in height. All permanent and semi-permanent structures outside of the home require approval in accordance with the provisions within the Declaration.

Section 11. Garage. Each home shall have a garage for at least two cars. All garage doors are to remain closed during those times the garage is not in use.

Section 12. Governmental Restrictions. Each Owner shall observe all laws, governmental building codes, health regulations, zoning restrictions, and other regulations applicable to a Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of the Declaration, the more restrictive provision shall apply. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation pertaining to the ownership, occupation or use of any property within the Subdivision is hereby declared to be a violation of this Declaration and shall be subject to any and all enforcement procedures set forth in the Declaration.

Section 13. Maintenance of Drainage. The established drainage patterns over any property within the Subdivision shall not be altered except as approved in writing by the Architectural Committee. Approval shall not be granted unless provision is made for adequate alternative drainage. The "established drainage pattern" shall mean the drainage pattern which exists at the time the overall grading of any property is completed and shall include any established drainage pattern shown on any plans approved by the Architectural Committee. The established drainage pattern may include the drainage pattern from Common Areas or from any Lot over another Lot within the Association.

Section 14. Easements. A perpetual easement of unobstructed ingress and egress in, upon, over, under, across and through the Property is hereby reserved to the City of Fairview, Williamson County, other legal governmental entities and utility companies chartered by the State of Tennessee (as applicable) for the purpose of access necessary for the protection of the public health, safety or welfare.

Section 15. Single Family Residential Construction. No building or other structure shall be erected, altered or permitted to remain on any Lot other than one (1) single family residential dwelling not to exceed two and one-half (2-1/2) stories in height which may have an attached private garage for a minimum of two (2) and a maximum of four (4) vehicles which structures shall not exceed the main dwelling in height. Each residence shall include an attached garage accommodating at least two vehicles. Additional garage space may be permitted as a detached structure subject to Architectural Committee approval. The space within the garage may not be converted for use as living space or be for business purposes.

Section 16. Approval of Plans.

(a) No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed on any Lot without obtaining prior written approval of an Architectural

Committee composed of three (3) members as to the location, plans, and specifications therefore. Such committee may establish architectural "Design Guidelines" to establish minimum design principles and standards. Prior to the Transfer of Control, the Developer shall appoint the members of the Architectural Committee, and subsequent to the Transfer of Control the members of such Committee shall be appointed by the Board of Directors of the Association. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit to the Developer, or the Association's managing agent, as the case may be, such plans, specifications, and other information concerning the proposed improvements as the Architectural Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association may require, and the Developer or such managing agent shall submit the same to the Architectural Committee for approval. All plans of proposed residences to be constructed in the Subdivision shall conform to the standards set forth in subparagraph (b) below and the restrictions and provisions contained in this Declaration, and the Architectural Committee shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

(b) Residences to be constructed within the Subdivision shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single family, residential neighborhood. Existing structures will be considered but do not, as such, constitute precedent nor assure approval.

(c) Developer, the Architectural Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Developer and/or the Association shall use their best efforts to indicate approval or disapproval of any plans submitted within thirty (30) days after the receipt of the required documents. If no decision has been delivered to an Owner within forty-five days of receipt of the required documents, then the application shall be deemed DENIED. Approval or disapproval by Developer or the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Section, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association, and the Architectural Committee are hereby authorized and empowered, at their sole and absolute discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic

appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the City of Fairview, Tennessee.

Developer or the Association, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance from the terms of this Declaration. If the Developer or the Association, or the Architectural Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitations, the type of alternative materials to be permitted, and alternate fence height approved), and signed by Developer or the Association, as the case may be. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from Developer or the Association or (ii) failure by Developer or the Association to respond to the request for variance. In the event Developer or the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the Association or Architectural Committee. Neither Developer nor the Association shall have the authority to approve any variance except as expressly provided in this Declaration.

Section 17. Structural Compliance. All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided in this Article.

Section 18. Improvement and Setback Restrictions. No building or structure, or any part thereof shall be located on any Lot nearer to the front line, the rear line, or any side line than the minimum building setback lines required by the City of Fairview, Tennessee, and as may be shown on the recorded plats. No encroachment with a building or structure upon any utility easements reserved on the Plat shall be authorized or permitted.

Section 19. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide Lots, by recorded plat or in any other lawful manner, all or any part of the Property, and such Lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

Section 20. Walls, Fences and Hedges. No wall or fence shall be erected or maintained any further forward on a house than the rear corner of a house, unless a variance is approved based on a unique house plan or site conditions. No wall or fence shall be erected or maintained on corner lots nearer to the side Lot line than the building setback line parallel to the side street. No erected or maintained side or rear fence, wall, or hedge shall be more than five (5) feet in height. The planting of hedges, shrubbery, or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted, provided such planting shall not be maintained at a height in excess of five (5) feet. Prior to commencing the addition or modification of any wall or fence, plans for such improvement, including the proposed color of same, shall be submitted to the Architectural Committee as provided in Article IV, Section 16. Any wall, fence or hedge erected on a Lot shall be maintained by the Owner thereof except for the fence to be constructed on the exterior boundary of any Common Area. All fencing shall be constructed only of five (5) foot black aluminum and erected only on such Lots and in such a manner as shall be approved by the Association. Chain link fences are not permitted. Side and rear yard fences shall be located so the outermost faces of the fence or posts are placed no closer than five (5) feet from the property line to allow for future homeowner maintenance outside of fence. Rear yard fences shall be five (5) foot black aluminum. In addition to these regulations the homeowner is responsible for complying with any fence regulations imposed by the City of Fairview, Tennessee.

Section 21. Storage Tanks and Refuse Disposal. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the service provider for the same. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

Section 22. Clothes Lines. Outside clothes lines shall not be permitted.

Section 23. Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed in view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the residential development and directions to model homes and homes for sale, and provided further that this requirement shall not preclude the placement by Owners or Builders of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association. The Association shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Developer's rights contained in this Paragraph shall not expire until all homes in the Subdivision have been sold by the Builders.

Section 24. Use of Temporary Structures. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, tool shed, storage shed, garage, barn or other outbuilding shall be erected, moved onto any Lot and/or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this Article IV provided however storage sheds shall be limited to one story in height and may only be installed on a Lot served by a privacy fence. Temporary structures may be used as building or sales offices and storage sheds and for related purposes during the construction period by the Developer or its assigns and Builders.

Section 25. Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles. No trailers (utility, boat, travel or otherwise except for loading and unloading), campers, boats, go carts, golf carts, inoperative automobiles, or other item of personal property shall be temporarily, semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Storage of such items and vehicles must be screened from public view within the garage (and no storage is allowed in a garage unless the garage door is closed). No for sale signs may be posted on vehicles located on a Lot or on the street in front of or to the side of a Lot. No tractor trailers, buses, or other large commercial vehicles shall be parked on driveways or in streets within the Property. The foregoing shall not apply to construction vehicles of the Developer or Builders.

Section 26. Outside Lighting. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting is encouraged and security lighting which does not create a nuisance for other Lot Owners are permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light which the Association deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorative lighting is permitted from Thanksgiving until January 7 subject to any rules established by the Association regarding the types and extent of such lighting.

Section 27. Maximum Height of Antennae and Satellite Dishes. Unless approved by Developer, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Television antennas must be located to the rear of the roof ridge line, gable or center line of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than ten (10) feet above the roof of the main residential structure on the Lot, or shall be erected on wooden pole. No satellite dishes greater than 3 feet in diameter, or as otherwise permitted by applicable law, shall be installed on any home or Lot and all dishes shall be placed at the rear of the home so as to not be visible from the street.

Section 28. HVAC Units. All central air conditioning system units must be used, erected, placed or maintained to the side or rear of the main residential structure. No window or wall type air conditioning units shall be permitted.

Section 29. Recreational Equipment. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is encouraged. No tree houses, playhouses or other such structures shall be allowed except as may be specifically allowed by Rules of the Association.

Section 30. Oil and Mining Operations. No oil drilling. Oil development operations, oil refining, quarrying or mining operations shall not be permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 31. 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 or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways, and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining the right of way and any Common Area between such Lot Owner's Lot and the street. Each Lot Owner agrees to abide by rules which may be established by the Association regarding specifics on maintenance of Lots and residences on the Lots as well as any requirements regarding plantings on Lots. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

The Association shall contract with one (1) or more landscaping services to provide

grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the monthly or annual assessments. Such maintenance shall be at varying intervals based on the overall Maintenance Plan established by the Developer and the Association.

Section 32. Damage Destruction or Maintenance. In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association or Architectural Committee, as the case may be, in accordance this Article IV hereof.

(b) In the case of partial damage or destruction, the Owner shall, as promptly as an insurance adjustment may be made, cause the damage to be repaired and restored in a first-class condition in accordance with the plans and specifications of the original structure and in conformity with its original exterior materials and color. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article IV hereof. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damage was caused by the fault of an Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

Section 33. Use of Premises. Each Lot shown on the Plat shall be used only for private, single family residential purposes and not otherwise. Notwithstanding the foregoing, Developer or any Builder may maintain, as long as it owns property in or upon such portion of the Property as Developer may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and houses in the development) to use, residential structures, garages or accessory buildings for sales offices and display purposes, but all rights of Developer and of any Builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and this provision may not be amended, altered or repaired without the prior consent of the Developer.

Section 34. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as dogs and cats which may be kept thereon in reasonable numbers as pets (with no more than 3 pets of the same species) for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. No animal shall be allowed to roam freely in the Subdivision and all animals must be either kept in a secure enclosure to be located on the rear of the Lot hidden from public view or in the home. All animals shall be maintained on a leash and under control at all times when not otherwise secured in the required enclosure or in the home. No Owner or Occupant shall be allowed to keep on any Lot or the Common Area any animal which causes excessive noise (including without limitation barking), odor or constitutes a danger to other persons or otherwise constitutes a nuisance. The Board of Directors of the Association shall be the sole judge using their sole discretion as to whether any animal violates the provisions hereof and any such decision may be based, among other things on the number of animals kept by a Lot Owner. Lot Owners shall be responsible for cleaning up and removing any animal waste deposited by their pets in the Common Areas, on any other Lot in the Subdivision, or on any street in the Subdivision.

Section 35. Residential Use and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose other than home office, which does not require meeting with customers at the house. Each Owner or Occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, or annoyance to others. No noxious, offensive, or illegal activity shall be permitted upon any Lot. No motorcycle, motorbike, motor scooter, go cart, or any other unlicensed motorized vehicle shall be permitted to be operated on the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that disturbs the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this Declaration.

Section 36. Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

Section 37. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the

street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. This Section does not apply to fences constructed by Developer or Builder for purposes of sales or marketing.

Section 38. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 39. Roads. It shall be obligatory upon all owners of the Lots in this Subdivision to consult with the City of Fairview, Tennessee before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of the City of Fairview, Tennessee applying to the roads within the Subdivision in order that the roads or streets within the Subdivision which would be affected by such placement or construction may not be disqualified for acceptance by the City of Fairview, Tennessee into the public road system.

Section 40. Easement for Roads. The right is expressly reserved to the Developer and Owners, their representatives, heirs, successors and assigns, to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on the Plat(s), at such grades or elevation as they, in their sole discretion, may deem proper; and, for the purpose of constructing such streets, roads, alleys or public ways, they additionally, shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of properly banked slopes in accordance with the specifications of the government body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot shall have any right of action or claim for damages against anyone on account of the grade of elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

Section 41. Maintenance and Use of Common Areas and Amenities. The Common Areas and any and all amenities thereon shall be for the recreational use and enjoyment of the Owners and their permitted guests and invitees in perpetuity. Except as may otherwise be delegated to the Owners by the Association, the Association shall be responsible for the ongoing maintenance of all Common Areas and all improvements thereon in a reasonable order and condition, including without limitation any and all drainage ways, drainage detention areas, or other drainage facilities in perpetuity. The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration.

Section 42. Erosion Control and Lot Maintenance. During and throughout construction, as well as after completion of a residence, the Builder or Lot Owner shall take such action as may be reasonably required: (a) to control, inhibit, and prevent land

erosion and the sedimentation of streams and ponds from erosion, and (b) to keep such site in a neat and attractive condition free from trash and debris. If a Builder or Owner does not maintain a site as herein provided, then the Developer or the Association may, after reasonable notice to Builder or Owner, have the required work done and the cost thus incurred shall be paid by the Builder or Owner upon demand. The Developer and the Association shall have the right of entry upon each Lot as necessary to perform such work or cause such work to be performed.

Section 43. Storage of Building Materials. No lumber, brick, stone, block or other building materials shall be stored on any Lot except for building purposes for that particular Lot or by a Builder as a central storage structure, and then only for such time as is reasonably necessary for a diligent completion of the project.

Section 44. Drainage. No Lot Owner shall place fill on any lot or place fences, trees, or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots or the Common Areas.

Section 45. Curb Cuts and Damage. Any Builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association. Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

Section 46. Excavation and Fill. No Owner or Builder shall excavate or extract earth from any Lot for any business or commercial purpose. Proposed elevation changes on a Lot shall be included with the plan submitted to the Architectural Committee prior to commencement of construction. Changes which adversely affect the surface grade of adjacent or surrounding Lots, or the storm water drainage plan will not be permitted. Substantial quantities of fill brought to any Lot during construction shall be subject to prior approval by the Developer or Association for stability and effect on adjacent Lots.

Section 47. Sidewalks & Trails. It shall be the responsibility of the Builder or Owner of the Lot on which a sidewalk is to be located to construct and properly install the portion of the sidewalk which is to be located on their particular Lot in accordance with the approved construction drawings and the specifications of the City of Fairview, Tennessee. Such sidewalks shall be either broom finish concrete or gray aggregate concrete, whichever is specified by the Developer and shall meet all of the specifications contained in the Americans Disabilities Act, and be completed at the time of completion of a residence on such Lot. Trails in the Common Area will be asphalt or such other materials as designated by the Developer. If no residence has been constructed on a Lot within two (2) years following the date of the sale of such Lot by Developer to a Builder or Owner, then Developer or the Association may require the Builder or Owner to install the sidewalk on such Lot by written notice to the Lot Owner or Builder and such installation shall be completed within ninety (90) days after the date of such notice. If the Lot Owner or Builder fails to so install the sidewalk, Developer or Association may install same and collect the cost for such installation from the Builder or Lot Owner including interest thereon from the

date the costs were incurred at the highest rate allowed by law.

Section 48. Rules and Regulations. The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated hereunder. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein.

Subject to any applicable Federal, State, or local laws, no dwelling, or interest therein, shall be leased by an Owner except by a written lease. No lease shall be for an initial term of less than six (6) months. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration, which shall be expressly provided in the lease. Upon request by the Board, the Owner of a Lot shall deliver to the Board within ten (10) days a copy of the lease for the Lot. Failure to comply with this Declaration shall be a default under such lease. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Lot pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Lot.

In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the Common Areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractiveness and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the overall Development. Specifically, and without limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate Lawn Art, lighting, neon signs, interior window coverings that are visible from the street, and holiday decorations which are permitted from Thanksgiving until January 7. In addition, the Board of Directors of the Association shall have the power to set, assess, and collect fines from Lot Owners for violations of this Declaration or any Rules of the Association. Tasteful landscaping is encouraged including attractive ornamentation which does not create a nuisance to other Lot Owners. The Association reserves the right to require any Lot Owner to remove any landscaping and or Lawn Art which the Association deems to be unattractive or a nuisance to other Lot Owners.

Section 49. Detention Pond Inspections. It shall be the responsibility of the Association to inspect all detention ponds. Stormwater facilities shall be inspected on a regular basis to ensure that the system as designed is functioning properly. Below is a general outline of the schedule of inspections. Note that for the first six months after construction is complete all of these features shall be inspected on a monthly basis, and

then change to the schedule listed below:

(a) Inspect Stormwater structures (i.e. catch basins, pipes, outlet structure) every six months. Inspect for clogging, trash or sediment accumulation, breakage, proper function, and blockage.

(b) Inspect pond area every six months and after large frequency storm events. Inspect for trash, blockage or accumulation of sediment, erosion, channel rutting.

(c) Inspect grass channel areas every six months and after large frequency storm events. Inspect for trash, blockage or accumulation of sediment, erosion, channel rutting.

Section 50. Detention Pond Maintenance. It shall be the responsibility of the Association to maintain all detention ponds. In the event that the inspections outlined in Section 49 of this Article reveal that some type of maintenance or attention is required to address an issue, the following maintenance procedures should be followed:

(a) Remove trash, sediment or debris from all catch basins.

(b) Repair any broken or pipe or structures to a "like-new" condition.

(c) Remove trash, sediment or debris from swales and pond area. The ponds are designed to accumulate sediment. Remove sediment when the collected depth reaches 8 to 10 inches. Repair disturbed areas with seed and straw.

(d) Mow grass to a height no lower than 4 to 6 inches in the bottom and sides of the pond and grass-lined swale. Remove grass clippings and leaves.

(e) Remove trash, sediment or debris from water quality ponds. The ponds are designed to accumulate sediment. Remove sediment when the collected depth reaches 16 to 18 inches.

(f) Dispose of accumulated sediment, trash and debris in a manner that is permitted by the local, state and federal regulations.

(g) The use of a vacuum truck may be needed to remove sediment from the facilities associated with this site.

Section 51. Applicability to Developer or Builder. None of the use restrictions of this Article shall be construed so as to restrict Developer or Builder in the performance of their normal construction activities during the construction of any portion of the Development or the Houses on the Lots. To the extent inconsistent with the performance of Developer's or Builder's construction activities during the construction of any portion of the Development or Houses on the Lots, the use restrictions of this Article shall not apply to Developer or Builder.

ARTICLE V INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area and any amenities located thereon. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot Owners.

Section 3. Fidelity Bonds. At the discretion of the Board of Directors of the Association, blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling, or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(a) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(b) All such fidelity bonds shall:

(1) Name the Association as an obligee;

(2) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(3) Shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(c) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the Director or officer all his reasonable legal fees.

ARTICLE VI **EASEMENTS**

Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. In the event any Lot Owner or Builder damages or alters any improvements or otherwise alters the flow of drainage as designed for the Subdivision, then such Lot Owner or Builder shall be responsible for repairing any such damage or make any corrections necessary in order to restore normal drainage in accordance with the drainage design for the Subdivision.
2. Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting any and all utilities, including without limitation underground wires or cables, water, sewer, and drainage.
3. Each Lot Owner shall grant such easements upon his Lot as are necessary to

serve the Property for water, sewer, drainage, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, drainage facilities on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would unreasonably interfere with the use and enjoyment of his Lot or House and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or House and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

4. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer for ingress and egress generally across the Property, including any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner. Developer and the Association also reserves any and all easements reasonably required to allow completion, repair and maintenance of any and all utility areas, or improvements.
5. Until completion of Developer's intended development of the Property, an easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the intended development of the Property by the Developer.
6. An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or House situated thereon. In addition, the Association shall have the authority to grant easements over the Common Areas for such purposes as may be determined by the Association which do not unreasonably interfere with the Lot Owners use of the Common Areas.
7. In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer, to construct all streets, roads, alleys (including any and all utility or drainage facilities), or other public ways as now, or hereafter, may be shown on any Plat at such grades or elevations as Developer, in its sole discretion, may deem proper; and for the purpose of constructing such streets, roads, alleys or public ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes and no Lot Owner shall have any right of action or claim for damages against any one on account of the grade or elevation at which such road, street,

alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of the said ten (10) foot easement.

8. The Developer reserves the right to build the entrance sign(s) at the entrance(s) for the Subdivision. Once constructed, the entrance sign shall become the property of the Association. The Developer reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign.

ARTICLE VII **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event the Common Areas and any improvements thereon are not being maintained as required herein, any applicable governing authority having jurisdiction over the Property, including without limitation, City of Fairview, Tennessee, shall have the right to maintain all Common Areas and improvements thereon and the cost of any such maintenance incurred by such governing authority shall be assessed against the Association and/or the Owners jointly and severally. Each Owner or any other party having an interest in any portion of the Property expressly agree that no duty or obligation is imposed upon the Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Developer be subject to any liability of any kind or nature whatsoever in respect to any claim that the Developer has failed to enforce same.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of those Owners then owning the Lots has been recorded prior to the expiration of said 40 year period or any said 10-year period, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period.

(b) Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of five (5) years from the date of recordation of this instrument.

(c) Thereafter, this Declaration may be amended by the affirmative vote of at least two-thirds (2/3rds) of the votes of the Owners present at the meeting for which a quorum is present. No such amendment shall become effective until the instrument evidencing such change has been filed of record signed by the secretary or president of the Association certifying the required number of Lot Owners approved such amendment. Notwithstanding the foregoing, the Owners of the Lots shall have no right to amend the provisions under this Declaration concerning the right of Developer to subject certain additional property to these restrictions or reasons contained in Section 9 of this Article without the prior written consent of Developer. In addition, notwithstanding anything to the contrary contained herein, Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration, and to make any amendments that may be necessary to conform the Declaration with regulations of the Federal Home Loan Mortgage Corporation, Federal Housing Administration, the Veterans Administration or other applicable regulations that may be necessary to assure lender approval of the Subdivision. For so long as the Developer or a Builder maintains ownership of any Lots, any amendments which would provide the annexation of additional properties, the merger of the Subdivision with any other similar project or the consolidation of the Subdivision with such similar project, the mortgaging of Common Areas, the dedication of Common Areas, or the dissolution or amendment of the provisions of this Declaration, shall require the prior written approval of the Veterans Administration or the Federal Housing Administration, if such approval is required by said agencies as a condition to making loans on homes constructed in the Subdivision. However, such approval shall not be required in order to subject the Property described in Section 9 of this Article to this Declaration.

Section 4. Appointment of Successor Developer; Resignation of Developer. Developer reserves the right to assign its rights as Developer to any other person as to all or any portion of the Property by written instrument specifically setting out such assignment and any such assignee shall become the Developer hereunder upon such assignment with respect to the portion of the Property so assigned. Developer shall have the right at any time upon sixty (60) days written notice to the Association to resign as Developer of the Subdivision and shall thereafter be freed from any and all obligations imposed upon Developer upon the effective date of such resignation. Any representatives of Developer on the Association's Board may also resign at any time upon written notice to the Association.

Section 5. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

Section 6. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right, but shall have no obligation, (by and with the mutual written

consent of the Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

Section 7. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to inspection by any member upon five (5) days written prior notice. The charter, bylaws of the Association and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

Section 8. Conflicts. In the event of any conflict between the provisions of this Declaration and the bylaws of the Association, the provisions of this Declaration shall control.

Section 9. Developer's Right To Add Additional Property To The Subdivision. Developer and its successors and assignees, reserves the right to add additional acres of land to the terms of this Declaration by means of a supplemental declaration to be signed by Developer or its successors and assigns and recorded in the Williamson County Register of Deed's Office. The additional property shall be in addition to the property described above but must be near the Property or the additional property described above. Upon the addition of any such additional property, all Lot Owners within such property shall have the same rights and obligations as all other Lot Owners in the Subdivision effective with the date of recordation of the Supplemental Declaration adding such additional property to the Subdivision.

Section 10. Consent to Rezoning and Annexation. Every Owner shall be deemed to have consented to any rezoning of the Property or any of the additional property which may be added to the Subdivision as described in Section 9 of this Article which may be necessary for the development of additional sections or the addition of such property to the Subdivision.

Section 11. Statute of Limitation. No action in contract, tort, or otherwise against the Association, the Board, or the Developer for any action or inaction by the same or to challenge the validity of this Declaration, any Supplemental Declaration or other duly adopted amendment may be brought more than one (1) year after the occurrence of such action or inaction or the date this Declaration, the Supplemental Declaration, or other instrument is recorded.

Section 12. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the living descendants of the President of the United States as of the date of the recording of this Declaration.

Section 13. General Development Information. Any brochures, maps, models, handouts, schematics, plans, and facilities provided or available in connection with the Development Property or the development, construction, promotion, sale, marketing, or

leasing of Development Property or Improvements thereon: (a) are provided for general information purposes only; (b) are subject to change and deletion without notice by Developer or by public or governmental authorities; and (c) shall not obligate Developer to develop, construct, promote, market, sell, or lease any such property or Improvements whatsoever or in any particular manner, or to add to the Development Property any Future Phase Property.

Section 14. Notice to Owners. Notice to any Owner set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, facsimile transmission, or electronic transmission at the address or other contact information provided to the Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot. It shall be the obligation of every Owner to notify the Board in writing of any change in address. Any Person who becomes the Owner after the date on which notice was made upon such Owner's predecessor in title to the Lot shall be deemed to have received such notice.

Section 15. Notice to Developer or Association. The address of the Developer and the Association for the purposes of furnishing notice(s) as provided in this Declaration shall be the principal office of the Developer or the Association of record in the Office of the Secretary of State for the State of Tennessee, unless and until notice of an alternative address is given in writing to all Owners. Notices addressed as above shall be delivered in person with written acknowledgment of the receipt thereof or sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, receipt signature required.

Section 16. Exoneration of Developer. Each Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Developer be subject to any liability of any kind or nature whatsoever in respect to any claim that the Developer has failed to enforce same.

[*Notarized Signature on Next Page*]

IN WITNESS WHEREOF, the undersigned, being the Developer herein, have hereunto set their hands this 28th day of November, 2023.

A-1 Home Builders, Inc.

By: Brandon R. Robertson
Its: President

STATE OF TENNESSEE)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for the county and state aforesaid, Brandon R. Robertson, with whom I am personally acquainted, and who further acknowledged that he is the President of A-1 Home Builders, Inc., a Tennessee corporation, the within named bargainor, and being authorized to execute this instrument on behalf of A-1 Home Builders, Inc., that he executed the foregoing instrument for the purposes therein contained by signing his name as President of for A- 1 Home Builders, Inc.

Witness my hand and official seal at office, on this the 28th day of November, 2023.

Notary Public

My Commission Expires: 05-27-2024

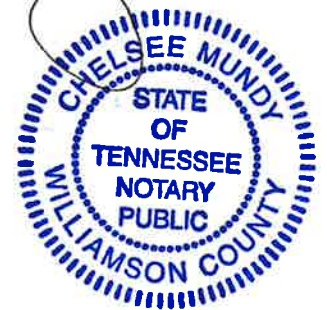


EXHIBIT A
UNRECORDED FINAL PLAT

[See attached]

EXHIBIT B

**FORM OF BYLAWS OF
ADEN WOODS PHASE THREE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
DEFINITIONS**

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Aden Woods Phase Three Homeowners Association, Inc. a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions" recorded simultaneously herewith in the Register's Office for Williamson County, Tennessee, as hereafter amended.

Section 4. "Developer" shall have the meaning given it in the Declaration.

Section 5. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Common Area" shall have the meaning given it in the Declaration.

Section 7. "Lot" shall have the meaning given it in the Declaration.

Section 8. "Lot Owner" shall have the meaning given it in the Declaration.

Section 9. "Plat" shall have the meaning given it in the Declaration.

Section 10. "Property" shall have the meaning given it in the Declaration.

Section 11. "Transfer of Control" and "Transfer of Control Special Meeting" shall have the meaning given it in the Declaration.

**ARTICLE II
NAME AND LOCATION**

The name of the Association is "Aden Woods Phase Three Homeowners Association, Inc." The principal office of the Association shall be located at such place as may be designated by the Board of Directors, meetings of members and directors may be held at such places within the State of Tennessee, County of Williamson, as may be designated by the Board of Directors.

ARTICLE II **MEETING OF MEMBERS**

Section 1. Annual Meetings. The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board of Directors; provided, however, that the first meeting may be held within one (1) year of the formation of the Association and/or no later than Four (4) months after all the Lots have been sold by the Developer or such earlier time as may be required by applicable law. Each subsequent regular annual meeting of the Members shall be held within ninety (90) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the Class A membership votes.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty-five percent (35%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Further, if a quorum is not present a subsequent meeting may be called and the required quorum shall be reduced by half at such meeting and such procedure may be repeated until a quorum is established although in no event may the required quorum be less than 10% of the total number of eligible votes.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Action Taken Without A Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of members holding one-half (1/2) of the total votes, then a writing signed by members holding one-half (1/2) of the total votes of all members would be effective as if such approval was given at a meeting called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the members.

ARTICLE III **BOARD OF DIRECTORS**

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the Transfer of Control. After the Transfer of Control, the Board of Directors shall consist of five (5) directors each of whom must individually be a member of the Association or be an owner, officer, trustee or otherwise affiliated with a member of the Association.

Section 2. Term of Office. Directors shall be elected for terms of two (2) years or until their successor is elected. In addition, the Directors shall be grouped into three (3) separate classes so that approximately one-third of the existing total number of Directors are up for re-election each year. Thus, as to the initial Directors, certain Directors will serve for one-year terms, certain Directors shall serve for two-year terms, and certain Directors shall serve for three-year terms as may be determined by the initial Directors elected by the Owners. Thereafter, Directors shall be elected for two-year staggered terms so that only one third of the directors are up for reelection in any one year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation from any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Terms of Office. Directors appointed by Developer shall serve until their respective successors are elected and qualified. At the Transfer of Control Special Meeting and at each Annual Meeting thereafter, the Members shall elect the Directors as provided for herein. The terms of the Directors elected at the Transfer of Control Special Meeting shall be staggered, with at least one of the Directors serving a one-year term, at least one of the Directors serving a two-year term, and at least one of the Directors serving a three-year term. At each annual meeting thereafter, the Members shall elect new Directors whose term shall be three years, to replace the Directors whose terms are expiring.

Section 2. Nomination. Nomination of candidates for election to the Board of Directors at the Transfer of Control Special Meeting shall be made from the floor at such meeting. Thereafter, nomination of candidates shall be made by a Nominating Committee. Nomination may also be made from the floor at any 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 among Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Removal. Any Director elected by the Members may be removed from the Board, with or without cause, by a majority vote of the Members. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the newly selected Director's predecessor.

Section 4. Compensation. No Director shall receive compensation for any services rendered to the Association; provided, however, that Directors may be reimbursed for actual expenses incurred in the performance of their duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval, including by email and other electronic communications, of all or a

majority of the Directors. All voting requirements for passage shall be the same as for an in person vote. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V **MEETING OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board upon at least three (3) days written notice, (or without notice if the time and place has been previously fixed by the Board), at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI **POWERS AND DUTIES**

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, the Lots and improvement constructed thereon, and the personal conduct of the Members and their guests thereon, and to establish, assess and collect penalties and fines for the infraction thereof;

(b) Suspend a Member's voting rights and/or the right to use recreational facilities during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended reasonable financial assessments made after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration.

(g) Cause the Common Area to be maintained.

(h) Delegate any such duty of the Board of Directors to the property manager of the Property as deemed necessary, appropriate or desirable by the Board of Directors.

(i) Exercise all discretion as provided in the Declaration regarding

enforcement of all terms, restrictions and provisions contained in the Declaration and to take any and all enforcement actions as may be required pursuant thereto. Whenever discretion is granted to the Board to act upon any matter as required under the Declaration of these Bylaws, such discretion may be exercised by the president of the Association although any such action by the president shall be subject to change upon review by the Board.

ARTICLE VII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The officers of this Association shall be a president, who shall at all times be a member of the Board of Directors, a vice-president, a treasurer, and a secretary, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments or promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX **COMMITTEES**

The Board shall appoint an Architectural Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. The Board may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X **BOOKS AND RECORDS**

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost.

ARTICLE XI **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments as well as any other amounts assessed against a Lot Owner by the Association which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the

maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot 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.

ARTICLE XII **AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII **MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

[THIS IS AN EXHIBIT. DO NOT EXECUTE.]

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