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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS  
FOR  
LITTLEBURY SUBDIVISION**

**BK/PG: 8572/44-98  
21032141**

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| <b>55 PGS : RESTRICTIONS</b>          |               |
| <b>DARLENE ELEY 785246 - 21032141</b> |               |
| <b>05/26/2021 - 08:01:00 AM</b>       |               |
| <b>MORTGAGE TAX</b>                   | <b>0.00</b>   |
| <b>TRANSFER TAX</b>                   | <b>0.00</b>   |
| <b>RECORDING FEE</b>                  | <b>275.00</b> |
| <b>DP FEE</b>                         | <b>2.00</b>   |
| <b>REGISTER'S FEE</b>                 | <b>0.00</b>   |
| <b>TOTAL AMOUNT</b>                   | <b>277.00</b> |

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STATE of TENNESSEE, WILLIAMSON COUNTY

**SHERRY ANDERSON**

REGISTER OF DEEDS

## TABLE OF CONTENTS

|              |   |   |
|--------------|---|---|
| RECITALS     |   | 1 |
| ARTICLE I.   |   | 2 |
| DEFINITIONS  |   | 2 |
| Section 1.01 | “Additional Property”                           | 2 |
| Section 1.02 | “Annual Assessment”                             | 2 |
| Section 1.03 | “Architectural Control Committee” or “ACC”      | 2 |
| Section 1.04 | “Area of Common Responsibility”                 | 2 |
| Section 1.05 | “Articles”                                      | 2 |
| Section 1.06 | “Assessments”                                   | 2 |
| Section 1.07 | “Association”                                   | 2 |
| Section 1.08 | “Board” or “Board of Directors”                 | 2 |
| Section 1.09 | “Builder”                                       | 2 |
| Section 1.10 | “By-Laws”                                       | 2 |
| Section 1.11 | “Class “A” Member”                              | 2 |
| Section 1.12 | “Class “B” Member”                              | 3 |
| Section 1.13 | “Common Area”                                   | 3 |
| Section 1.14 | “Common Expenses”                               | 3 |
| Section 1.15 | “Community-Wide Standard”                       | 3 |
| Section 1.16 | “Declarant”                                     | 3 |
| Section 1.17 | “Declaration”                                   | 3 |
| Section 1.18 | “Design Guidelines”                             | 3 |
| Section 1.19 | “Development Period”                            | 3 |
| Section 1.20 | “Director” and “Directors”                      | 3 |
| Section 1.21 | “Easement Area”                                 | 3 |
| Section 1.22 | “Individual Assessment”                         | 4 |
| Section 1.23 | “Living Unit”                                   | 4 |
| Section 1.24 | “Lot”   | 4 |
| Section 1.25 | “Member”  | 4 |
| Section 1.26 | “Owner”   | 4 |
| Section 1.27 | “Person”  | 4 |
| Section 1.28 | “Properties” or “Property”                      | 4 |
| Section 1.29 | “Special Assessment”                            | 4 |
| Section 1.30 | “Storm Water Facilities”                        | 4 |
| Section 1.31 | “Subdivision”                                   | 4 |
| Section 1.32 | “Supplemental Declaration”                      | 4 |
| Section 1.33 | “Use Restrictions”                              | 4 |
| ARTICLE II.  |   | 5 |
| Section 2.01 | Acceptance and Control of Association Property. | 5 |
| Section 2.02 | Maintenance of Area of Common Responsibility.   | 5 |

|                                     |   |           |
|-------------------------------------|---|-----------|
| <b>ARTICLE III.</b>                 |   | <b>6</b>  |
| <b>ANNEXATION</b>                   |   | <b>6</b>  |
| Section 3.01                        | Property Subject to Declaration.                | 6         |
| Section 3.02                        | Planned Development.                            | 6         |
| Section 3.03                        | Annexation of Additional Property.              | 7         |
| Section 3.04                        | Additional Common Areas.                        | 7         |
| Section 3.05                        | Recreational Facilities.                        | 7         |
| <b>ARTICLE IV.</b>                  |   | <b>7</b>  |
| <b>PROPERTY RIGHTS</b>              |   | <b>7</b>  |
| Section 4.01                        | Owner's Right of Enjoyment.                     | 7         |
| Section 4.02                        | Delegation of Use.                              | 8         |
| Section 4.03                        | Easements to Other Residents.                   | 8         |
| Section 4.04                        | Title to Common Areas.                          | 8         |
| Section 4.05                        | Right to Grant Easements.                       | 8         |
| Section 4.06                        | Declaration of Covenants.                       | 9         |
| <b>ARTICLE V.</b>                   |   | <b>9</b>  |
| <b>MEMBERSHIP AND VOTING RIGHTS</b> |   | <b>9</b>  |
| Section 5.01                        | Members.  | 9         |
| Section 5.02                        | Classes of Members; Voting.                     | 9         |
| Section 5.03                        | Exercise of Voting Rights.                      | 9         |
| <b>ARTICLE VI.</b>                  |   | <b>9</b>  |
| <b>ASSESSMENTS</b>                  |   | <b>9</b>  |
| Section 6.01                        | Covenant for Assessments.                       | 9         |
| Section 6.02                        | Annual Assessments.                             | 10        |
| Section 6.03                        | Individual Assessment.                          | 10        |
| Section 6.04                        | Special Assessment.                             | 10        |
| Section 6.05                        | Commencement of Assessments.                    | 10        |
| Section 6.06                        | Assessment of Builders and Declarant.           | 11        |
| Section 6.07                        | Assessment Certificates.                        | 11        |
| Section 6.08                        | Non-Payment of Assessment.                      | 11        |
| Section 6.09                        | Subordination of Lien to Mortgage.              | 12        |
| Section 6.10                        | Capital Contribution and Assessment at Closing. | 12        |
| <b>ARTICLE VII.</b>                 |   | <b>12</b> |
| <b>INSURANCE</b>                    |   | <b>12</b> |
| Section 7.01                        | Liability Insurance.                            | 12        |
| Section 7.02                        | Casualty Insurance.                             | 12        |
| Section 7.03                        | Other Insurance.                                | 12        |
| Section 7.04                        | Owner's Insurance.                              | 12        |
| Section 7.05                        | Insufficient Insurance.                         | 13        |

|   |           |
|---|-----------|
| <b>ARTICLE VIII.</b>  | <b>13</b> |
| <b>ARCHITECTURE AND LANDSCAPING</b>   | <b>13</b> |
| Section 8.01 General Requirements.  | 13        |
| Section 8.02 Completion or Replacement:   | 15        |
| Section 8.03 Variances.   | 16        |
| Section 8.04 Approval by Declarant.   | 16        |
| Section 8.05 Architectural Control Committee; Architectural Control.              | 16        |
| Section 8.06 Site Development.  | 19        |
| <b>ARTICLE IX.</b>  | <b>21</b> |
| <b>USE RESTRICTIONS AND MAINTENANCE</b>   | <b>21</b> |
| Section 9.01 Restrictions.  | 21        |
| Section 9.02 Obstruction of Easements and Drainage.                               | 25        |
| <b>ARTICLE X.</b>   | <b>25</b> |
| <b>EASEMENTS AND MAINTENANCE</b>  | <b>25</b> |
| Section 10.01 Access Easements and Open-space/landscape Easements.                | 25        |
| Section 10.02 Private Drainage Easements.   | 25        |
| Section 10.03 Maintenance.  | 25        |
| Section 10.04 Reservation of Easements.   | 26        |
| Section 10.05 Right of Association to Remove or Correct Violations of Declaration | 26        |
| Section 10.06 Declarant's Reservation of Entry Rights.                            | 26        |
| Section 10.07 Declarant's and Association's Right to Grant Easements.             | 26        |
| Section 10.08 Handicap Accessibility.   | 27        |
| <b>ARTICLE XI.</b>  | <b>27</b> |
| <b>GENERAL PROVISIONS</b>   | <b>27</b> |
| Section 11.01 Enforcement.  | 27        |
| Section 11.02 Severability.   | 27        |
| Section 11.03 Amendment.  | 27        |
| Section 11.04 Right to Amend Documents.   | 27        |
| Section 11.05 Personal Liability.   | 28        |
| Section 11.06 Non-Liability of Declarant  | 28        |
| Section 11.07 Professional Management Contracts and Other Contracts.              | 28        |
| Section 11.08 Other Associations.   | 28        |
| Section 11.09 Arbitration.  | 28        |
| Section 11.10 OSRD Requirements.  | 29        |
| <b>ARTICLE XII:</b>   | <b>30</b> |
| <b>DECLARANT'S RIGHTS</b>   |           |
| Section 12.01 Transfer or Assignment.   | 30        |
| Section 12.02 Development and Sales.  | 30        |
| Section 12.03 Common Areas.   | 31        |
| Section 12.04 Additional Covenants.   | 31        |



|   |    |
|---|----|
| Section 12.05 Right of Declarant to Disapprove Actions. | 31 |
| Section 12.06 Amendments.                               | 31 |

**EXHIBITS**

- "A" - Legal Description of Initial Property
- "B" - Charter and By-Laws for Littlebury Subdivision homeowners association

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS  
FOR  
LITTLEBURY SUBDIVISION**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR LITTLEBURY SUBDIVISION**, is made this day of April 2021, by, Littlebury Development Company, LLC, a Tennessee limited liability company, hereinafter sometimes referred to as the “**Declarant**”.

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of the real property described in **Exhibit “A”** attached hereto and desires to create thereon a residential community to be known as “Littlebury” consisting of single family detached homes with common areas for the benefit of said community;

**WHEREAS**, the Declarant desires to provide for the preservation of the values and amenities in Subdivision and for the maintenance of its Common Areas; and to this end, desires to subject the real property described in **Exhibit “A”** attached hereto to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof;

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

**WHEREAS**, the Declarant has formed the Association for the purpose of carrying out the powers and duties aforesaid;

**NOW, THEREFORE**, the Declarant hereby declares that all of the Property described in **Exhibit “A”** attached hereto and such other property as may be subjected to the provisions hereof pursuant to Article III, shall be held, sold and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with the Property in perpetuity and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE I.**

**DEFINITIONS**

The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the same meanings as the definitions of those words in this Article I.

**Section 1.01 "Additional Property"** shall mean and refer to that certain real property described in **Exhibit "B"** attached hereto that may be brought within the jurisdiction of the Association.

**Section 1.02 "Annual Assessment"** shall mean the assessments levied on all Lots subject to assessment under Article V to fund Common Expenses.

**Section 1.03 "Architectural Control Committee" or "ACC"** shall mean the committee appointed by the Board to administer the architectural controls within the Subdivision, as provided in Article VII herein.

**Section 1.04 "Area of Common Responsibility"** means the Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration, or other applicable covenants, contracts, or agreements.

**Section 1.05 "Articles"** shall mean the Charter of Littlebury Homeowners Association, filed with the Secretary of State of Tennessee, incorporating the Association as a non-profit corporation under the provisions of Section 48-52-101 et seq. of the Tennessee Non-Profit Corporation Act, as the same may be amended from time to time.

**Section 1.06 "Assessments"** shall mean Annual Assessments, Special Assessments and/or Individual Assessments.

**Section 1.07 "Association"** shall mean and refer Littlebury Homeowners Association, its successors and assigns.

**Section 1.08 "Board" or "Board of Directors"** shall mean the board of directors of the Association.

**Section 1.09 "Builder"** shall mean and refer to any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or for the purpose of constructing improvements thereon for resale to an Owner.

**Section 1.10 "By-Laws"** shall mean the by-laws of the Association, as the same may be amended from time to time, pursuant to Section 48-52-101 of the Tennessee Non-Profit Corporation Act.

**Section 1.11 "Class "A" Member"** shall mean each Owner except, during the Development Period, Declarant and any affiliate of Declarant shall not be deemed a Class "A"

Member.

**Section 1.12** “Class “B” Member” shall mean the Declarant during the Development Period.

**Section 1.13** “Common Area” shall mean all real and personal property which the Association owns, leases, or otherwise holds possessory or use rights in for the Owner’s common use and enjoyment.

**Section 1.14** “Common Expenses” shall mean the actual and estimated expenses the Association incurs, or expects to incur, for the Owner’s general benefit, including any reasonable reserve the Board may find necessary and appropriate.

**Section 1.15** “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Subdivision, or established pursuant to the Design Guidelines, Use Restrictions, or Board resolutions, whichever is the highest standard. Declarant shall establish the initial standard. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements subject to the Board’s or the ACC’s discretion. The Community-Wide Standard may evolve as development progresses and as the needs and desires within the Subdivision change.

**Section 1.16** “Declarant” shall mean and refer to Littlebury Development Company, LLC, its successors and assigns if such successors or assigns.

**Section 1.17** “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Littlebury Subdivision.

**Section 1.18** “Design Guidelines” shall mean the architectural, design and construction guidelines and review procedures adopted pursuant to Article VIII, as they may be amended.

**Section 1.19** “Development Period” shall mean the period commencing on the date on which this Declaration is recorded and terminating the day following the day on which neither the Declarant nor a Builder own any part of the Property.

**Section 1.20** “Director” and “Directors” shall mean that person or those persons serving, at the time pertinent, as a director and directors of the Association.

**Section 1.21** “Easement Area” means areas within certain Lots within the Subdivision that contain a “Sign and Landscape Easement” or similarly denominated easement area within which community signage, landscaping, or other entry features are permitted. Each Easement Area shall be shown on a recorded plat. Declarant grants to the Association a perpetual, non-exclusive easement on, over, under, through, and across such Easement Areas for the maintenance, repair, and replacement of any community landscaping, signage, and entry features installed thereon by Declarant or the Association. The Association shall maintain the Easement Area as a Common Expense in accordance with the Community-Wide Standard. All work associated with the exercise of the easement rights described above shall be performed in such manner as to minimize interference with the use and enjoyment of those portions of a Lot lying outside of the Easement Area. The Association shall use reasonable efforts to confine all work associated with such

easement rights to the Easement Areas; provided, to the extent reasonably necessary to perform such work, access over other portions of a Lot shall be permitted. Upon completion of any work, the Association shall restore any disturbed portion of the Lot, to the extent reasonably possible, to its condition prior to the commencement of the work. No Person shall place or construct any improvement or thing within the Easement Areas without the Association's prior written consent, which consent may be withheld in the Association's discretion, nor shall any Person take any action which otherwise interferes with the Association's exercise of its easement rights under this Section.

**Section 1.22 "Individual Assessment"** shall mean assessments levied against a particular Owner or Owners in accordance with Article VI.

**Section 1.23 "Living Unit"** shall mean and refer to any single-family residence constructed on a Lot and intended for use and occupancy as a residence by a single family.

**Section 1.24 "Lot"** shall mean and refer to any portion of the Subdivision, whether improved or unimproved, which may be independently owned and is intended for development, use and occupancy as a Living Unit. The boundaries of each Lot shall be as delineated on a recorded plat. Prior to the recording of a subdivision plat delineating Lots within a parcel, such parcel shall be deemed to be a single Lot.

**Section 1.25 "Member"** shall mean each Lot Owner as provided in Article V hereof.

**Section 1.26 "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 1.27 "Person"** shall mean an individual, corporation, partnership, trustee, or any other legal entity.

**Section 1.28 "Properties" or "Property"** shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association pursuant to Section 3.03.

**Section 1.29 "Special Assessment"** shall mean Assessments levied against all Owners, in accordance with Article V.

**Section 1.30 "Storm Water Facilities"** shall mean and refer to the storm water retention/detention facilities constructed for the common use and enjoyment of the Owners and which are not maintained by a governmental authority.

**Section 1.31 "Subdivision"** shall mean Littlebury Subdivision.

**Section 1.32 "Supplemental Declaration"** shall mean a recorded instrument that subjects Additional Property to this Declaration, identifies Common Area, and/or imposes additional restriction and obligations on land described in such instrument.

**Section 1.33 "Use Restrictions"** shall mean the restrictions and rules set forth in Article IX, as the same may be supplemented, modified, and repealed pursuant to Article IX.

## ARTICLE II.

### ASSOCIATION POWERS AND RESPONSIBILITIES

**Section 2.01 Acceptance and Control of Association Property.** The Association may acquire, hold, mortgage or otherwise encumber, lease (as lessor or lessee), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements for portions of the Common Area, for consideration or no consideration as the Board deems appropriate, to permit use of such portions of the Common Area by others. Declarant and its designees may convey to the Association, and the Association shall accept, personal property and/or fee title, leasehold, or other property interests in any improved or unimproved real property described in Exhibit "A" or "B." Upon Declarant's written request, the Association shall reconvey to Declarant any property originally conveyed to the Association for no consideration. The Association shall be responsible for management, operation, and control of the Common Area, subject to any covenants and restrictions set forth in the deed or other instrument transferring such property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate.

**Section 2.02 Maintenance of Area of Common Responsibility.** The Association shall maintain, in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to:

- (a) the Common Area, including, without limitation, entry features, recreational amenities, gathering parks and areas, natural areas, open spaces, sidewalks, and private roadways, if any, within the Subdivision;
- (b) landscaping and sidewalks within public rights-of-way within or abutting the Subdivision;
- (c) Easement Areas;
- (d) such portions of any additional property which may be dictated by Declarant, this Declaration, any Supplemental Declaration, or any contract, covenant, or agreement the Association enters into (or which Declarant enters into on the Association's behalf); and
- (e) any property and facilities that Declarant owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. Declarant shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in the performance of its maintenance



responsibilities.

Without limiting the generality of the foregoing, upon assignment from Declarant, the Association shall assume all of Declarant's (and Declarant's Affiliates') responsibilities with respect to the maintenance and operation of the Common Area and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities.

The Association shall maintain the facilities within the Area of Common in continuous operation, unless Owners representing at least 67% of the Class "A" votes in the Association agree in writing to discontinue such operation. Notwithstanding the above, during the Development Period, the Association may not discontinue operation of any facilities within the Area of Common Responsibility, and the Area of Common Responsibility shall not be reduced, except with Declarant's prior written approval. In addition, as provided for in Section 10.8, during the Development Period, Declarant may, without the approval of the Association or the Owners, remove facilities from the Area of Common Responsibility and convert them to private use.

The approval requirements for discontinuing operation of facilities shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, or to preclude temporary closures or interruptions in operation as the Board may determine appropriate to perform maintenance or repairs.

Generally, the costs associated with maintenance, repair, and replacement of the Area of Common Responsibility shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants, or other agreements with such owner(s). The maintenance, repair, and replacement of Limited Common Areas may be assessed as a Specific Assessment against the benefited Lots.

### ARTICLE III.

#### ANNEXATION

**Section 3.01 Property Subject to Declaration.** The real property which is, and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the Town of Thompson's Station, Tennessee, and is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

**Section 3.02 Planned Development.** Declarant reserves the right to subject all or any part of the Additional Property to the provisions of this Declaration. Such Additional Property shall be annexed to the real estate described in Exhibit "A" as provided in Section 3.03 hereof. Notwithstanding the above, nothing contained in this Declaration, in the By-Laws or in any map, picture, drawing, brochure or other representation of a scheme of development of the Subdivision shall obligate the Declarant to annex any Additional Property to the property described in Exhibit "A" and the real estate described in Exhibit "B" shall remain wholly free from any covenant or restriction herein contained until so annexed as hereinafter provided. Nothing in this Section 3.02 shall prohibit or otherwise limit the Declarant from amending said Exhibit "B" from time to time,

and at any time, to expand or reduce the real estate described in said **Exhibit "B"**.

**Section 3.03 Annexation of Additional Property.** For a period of twenty (20) years from and after the date this Declaration is filed for record, Additional Property, including but not limited to the Additional Property described in **Exhibit "B"**, may be annexed to the above-described Property by the Declarant without the assent of the Members. Thereafter, such Additional Property may be annexed only with the consent of fifty-one (51%) percent of the Members. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the Property. The scheme of this Declaration shall not, however, be extended to include any such Additional Property unless and until the same is annexed pursuant to this Section 3.03. Any annexations made pursuant to this Section 3.03, or otherwise shall be made by Supplemental Declaration, or by annexing the Additional Property by reference in a recorded plat executed by the Declarant.

**Section 3.04 Additional Common Areas.** Declarant shall have the right, from time to time, for a period of twenty-five (25) years from the date this Declaration is filed for record, to convey to the Association for nominal or other appropriate consideration, and the Association shall accept conveyance of any property or interest in property owned by Declarant along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property shall constitute Common Areas. In addition to the foregoing, the Declarant shall have the right, from time to time, for a period of twenty-five (25) years from the date this Declaration is filed for record, to require the Association to convey to the Declarant, for nominal or other appropriate consideration, and the Association shall convey any such property or interest in property owned by Association, as requested by the Declarant, along with any structure, improvement, or other facility including related fixtures, equipment and furnishings located thereon. Upon conveyance of such property, the property so conveyed shall not constitute Common Areas.

**Section 3.05 Recreational Facilities.** Notwithstanding any other provision of this Declaration to the contrary, Declarant does not warrant or represent that any recreational facilities will be constructed by or on behalf of Declarant. In determining whether to construct any recreational facilities, Declarant may consider whether the construction at the time of making the decision would be economically feasible in light of the then-existing economic conditions, whether Declarant has sufficient funds available for the construction, whether the operation, maintenance and repair of the recreational facilities as constructed will be adequately funded by the assessments, including any increase to the assessment as provided in this Declaration. Declarant may also consider other factors.

#### **ARTICLE IV.**

#### **PROPERTY RIGHTS**

**Section 4.01 Owner's Right of Enjoyment.** Every Owner shall have a right to an easement for the enjoyment of, in, and to the Common Areas, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas.



(b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration.

(c) Easements and restrictions of record.

(d) The right of the Association or the Declarant to grant additional easements over the Common Areas and Lots as provided in Section 4.0

(e) No rentals are permitted unless specifically approved in writing by the Board

**Section 4.02 Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and use of the Common Areas to the members of his family, guests, and his tenants or contract purchasers who reside on the Property.

**Section 4.03 Easements to Other Residents.** The Declarant may designate that certain owners of real property outside of the Property and such other persons as the Declarant may designate, shall have an easement of enjoyment in, on and over the Common Areas, to the same extent as any Owner of a Lot located on the Property, subject to the provisions of Section 4.01. Such individuals shall be subject to the rules, regulations and assessments of the Association concerning the use of said areas. It is the intent of the Declarant that there may be reserved similar easements in favor of the Owners on and over other tracts of land outside the Property. Such easements, however, shall be created solely by instruments other than this Declaration, and such easements shall be governed by the terms therein contained. The establishment of any such easements is wholly contingent upon (a) the commencement of further development of land located outside of the Property (b) consent of the owners of such land, and (c) approval by appropriate governmental authorities. Accordingly, the Declarant neither represents nor guarantees that any such easements of enjoyment will be established for the Owners.

**Section 4.04 Title to Common Areas.** The title to any portion of the Property that is to be owned by the Association in fee simple, if any, shall be conveyed to the Association, prior to the expiration of the Development Period, in its AS IS, where is condition, without representation or warranty of any type, free and clear of all liens and monetary encumbrances; provided, however, that the Declarant shall have the right from time to time to reserve for the purpose of development of the Property all or any portion of the Property for various easements and rights of way, together with the right to dedicate same where applicable and customary and the right of ingress and egress across the Common Areas in connection with the development of the Property. The Declarant's rights hereunder shall not unreasonably interfere with the Owner's easement of enjoyment.

**Section 4.05 Right to Grant Easements.** During the Development Period, the Declarant hereby reserves the right, to grant, on behalf of the Association and without the consent of any Owner, easements, across, through or under the Common Areas. Such easements, which may be either exclusive or non-exclusive, shall be limited to utility easements (including cable television), green belt easements, sign easements, drainage easements, access easements or roadway easements. The Association, without the consent of any Owner, shall have the right at any time to grant easements as set forth in this Section.

**Section 4.06 Declaration of Covenants.** The owners of the Lots shall be subject to and benefited by this Declaration as supplemented or amended from time to time.

## **ARTICLE V.**

### **MEMBERSHIP AND VOTING RIGHTS**

**Section 5.01 Members.** Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

**Section 5.02 Classes of Members; Voting.** The Association shall have two classes of voting membership:

(a) Class "A" Members shall be entitled to one (1) vote for each Lot owned. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles. In the event that a vote of the Members is required pursuant to terms of the Declaration, the By-Laws and/or the Articles, the Class "B" Member shall be entitled to ninety-one (91) votes for each Lot owned by such Member. The Class "B" Member may appoint the members of the Board of Directors until the first to occur of the following:

- (i) at the expiration of the Development Period; or,
- (ii) when the Declarant, by duly executed and recorded written instrument, terminates and relinquishes its Class "B" status and agrees to be converted to Class "A" status for each Lot or Lots then owned.

**Section 5.03 Exercise of Voting Rights.** The Class "A" Members owning Lots shall be entitled personally or by proxy to cast the votes attributable to their respective Lots on any issue requiring a membership vote. If there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners holding a majority of the ownership interest in the Lot to be determined among themselves. Any co-Owner may cast the vote for the Lot and majority agreement shall be conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting or the balloting, in the case of a vote taken outside of a meeting. In the absence of majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently.

## **ARTICLE VI.**

### **ASSESSMENTS**

**Section 6.01 Covenant for Assessments.** Each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the

Association: (1) Annual Assessments; (2) Individual Assessments; and (3) Special Assessments; such Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Person who was the Owner of such property and Lot at the time when the assessment fell due.

**Section 6.02 Annual Assessments.** The Annual Assessments levied by the Association are for the purpose of paying the Common Expenses. The Annual Assessment shall be billed in advance on a quarterly basis unless otherwise directed by the Board. The initial Annual Assessment shall be One Thousand Four Hundred and No/100 Dollars (\$1,400) per Lot. The Board of Directors may fix the Annual Assessment at any amount. Subject to the terms herein, the Annual Assessment shall be fixed at a uniform rate for all Lots.

**Section 6.03 Individual Assessment.** In the event an Owner of any Lot shall fail to maintain such Lot, including the improvements situated thereon, in compliance with the Community-Wide Standard, the Board shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be added to and become part of the total assessment to which such Lot is subject.

**Section 6.04 Special Assessment.** In addition to the Annual Assessment authorized by this Article, the Association may levy in any assessment year Special Assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, replacement or addition of a described capital improvement located upon the Common Areas, which cost has not otherwise been provided for in full as part of the Annual Assessment, including the necessary fixtures and personal property related thereto, provided that any such assessment affecting the Common Areas shall have the approval of fifty-one (51%) percent of the total number of votes held by Class A Members and the consent of the Class B Members. Any Special Assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate based upon the number of applicable Living Units. All monies received by the Association as a Special Assessment shall be used solely for the purpose of the Special Assessment. The assessment may be billed in advance on a monthly, quarterly, semi-annual or annual basis.

**Section 6.05 Commencement of Assessments.** The Annual Assessments shall commence the day a Lot is transferred to an Owner. The first Annual Assessment may be prorated for the balance of the calendar year and shall become due and payable and a lien as to each Lot on the date of acquisition of the Lot from the Declarant.

(a) The Annual Assessments for additional property subjected to the Declaration after the commencement of the Annual Assessments, shall commence on the first day of the first month following the date such additional property is subjected to the Declaration or at such other date as

determined by the Association.

(b) It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the Annual Assessment against each Lot for such assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the Annual Assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open for inspection by any Owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto. Annual Assessments subsequent to the first Annual Assessment shall become a lien on January 1 of each year; Individual and Special Assessments shall become a lien at the time designated by the Board. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

**Section 6.06 Assessment of Builders and Declarant.** Any provision of this Declaration or of the Articles or By-Laws notwithstanding, (i) the Declarant shall not be required to pay the Annual Assessment for any Lots owned by it; and (ii) Builders shall make one payment in the amount of one hundred percent (100%) of the Annual Assessment at the closing of any Lot purchased by Builder. The Declarant and Builders shall be completely exempt from the obligation to pay the Special Assessments which the Association levies for the purposes set forth in Section 6.04.

**Section 6.07 Assessment Certificates.** The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

**Section 6.08 Non-Payment of Assessment.** Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the property which shall bind such Lot and the Owner of such Lot at the time the assessment became due, his heirs, devisees, personal representatives and assigns.

(a) If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date due at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of each assessment. No Owner shall waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or abandonment of his Lot or Living Unit.

(b) In addition to the interest provided above, the Board of Directors in its discretion, may establish a reasonable late charge to be paid in the event of any assessment that is not paid within ten (10) days after due date, provided that such late charge shall not exceed a sum equal to ten (10%) percent of the amount of the assessment which is delinquent by ten (10) days.



**Section 6.09 Subordination of Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate only to the lien of any first mortgage recorded prior to the date of such lien. Sale or transfer of any Lot shall not affect the assessment lien.

**Section 6.10 Capital Contribution and Assessment at Closing.** Upon closing on the purchase of a Lot from a Builder to a third party purchaser, or any future transfers or closings of the same Lot, the purchaser of such Lot shall be required to pay the sum of seven-hundred (\$700) Dollars as purchaser's initial capital contribution to the working capital of the Association. In addition, the purchaser shall also pay a three-hundred fifty (\$350) Dollar set-up fee to the management company retained by the Association. These assessments may be used by the Association for its operating expenses. Such assessment is not an advance payment of assessments, and it will not be held in any sort of trust or reserve account. Additionally, upon closing with a Builder, each purchaser of a Lot shall be required to pay a pro-rata share of the difference in the Annual Assessment payable by Builders versus the amount of the Annual Assessment payable by non-Builders for the balance of the current year, or calendar quarter, if such annual assessments are collected quarterly. The Declarant shall be exempt from the assessments collected pursuant to this Section 6.10.

## **ARTICLE VII.**

### **INSURANCE**

**Section 7.01 Liability Insurance.** The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Directors, the officers of the Association and the Owners in a commercially reasonable amount. This insurance shall include protection against such risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. If commercially reasonable, the insurance shall contain a "severability of interest" endorsement, which shall preclude the insurer from denying the claim of an Owner, tenant or occupant because of the negligent acts of the Association, the Board, or other Owners, tenants or occupants.

**Section 7.02 Casualty Insurance.** The Association shall obtain and maintain, fire, lightening and extended coverage or similar insurance in an amount not less than one hundred percent (100%) of the replacement cost thereof on all improvements located within the Common Areas and other improvements owned by the Association. This insurance shall include protection against the risks as are customarily covered with respect to a development similar in construction, location and use, as determined by the Board. Said insurance shall be payable to the Association and the proceeds from which shall be used to restore or replace any Common Area or other improvement damaged or destroyed by any peril covered by said insurance.

**Section 7.03 Other Insurance.** In addition, the Association shall obtain and maintain contractual liability insurance, Directors' and Officers' liability insurance and such other insurance as the Board may deem desirable from time to time.

**Section 7.04 Owner's Insurance.** Any Owner, tenant, or occupant may carry such insurance in addition to that provided by the Association pursuant to this Declaration, as that

Owner, tenant, or occupant may determine. Each Owner of a Living Unit shall be responsible for obtaining casualty and liability insurance for his Lot.

**Section 7.05 Insufficient Insurance.** In the event the improvements forming a part of the Common Areas shall suffer damage or destruction from any cause or peril which is not insured against, or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association may advance such costs in excess of available insurance proceeds. The amount, if so advanced by the Association, shall become a Special Assessment against all of the Lots obligated to pay Special Assessments, and such assessment shall have the same force and effect, and if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

## **ARTICLE VIII.**

### **ARCHITECTURE AND LANDSCAPING**

**Section 8.01 General Requirements.** The following requirements shall be applicable to all Living Units and the Lots upon which such Living Units are located:

(a) Except for Common Areas, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling with a private garage. Any such detached single-family dwelling consisting of one (1) story shall contain a minimum of three-thousand (3,000) square feet of livable space and any such detached single-family dwelling consisting of one-and-one-half (1 1/2) or more stories shall contain a minimum of thirty-four hundred (3,400) square feet of livable space. "Livable space" as used herein shall not include garages, crawl spaces, closets, attic spaces, or other such spaces. Exceptions can be made by the ACC in its sole discretion.

(b) Each Living Unit constructed on any Lot shall contain a garage of suitable size to accommodate not less than two (2) motor vehicles. The entry to such garage shall be located on the front or side of the residence and all garages shall meet local building ordinances. The garage door shall be constructed of metal or other stainable or paintable material. No garage may be used for any purpose other than parking and storage of the Lot Owner's motor vehicles and personal property and no garage shall ever be permitted to be converted into or used for living space.

(c) All Living Units and their components, including but not limited to the architectural style of such improvements, exterior building materials, color schemes, and all other items related to such improvements, constructed upon any Lot shall be compatible with the overall general architectural scheme of the Subdivision as determined by the ACC and plans and specifications for any such improvement must be submitted to and approved by the ACC in accordance with the provisions of this Declaration, the Charter and the Bylaws prior to the commencement of any construction upon any Lot. Notwithstanding and without limiting the foregoing, residences constructed on any Lot shall be subject to the following: all exterior surfaces shall be brick, stucco, cementitious siding, stone, or similar material as approved by the ACC provided, however, that an exception may be made for exterior areas upon which it is not feasible to install brick (e.g. soffits, gables, dormers, etc.); no exposed concrete block foundations shall be permitted; no vinyl

or aluminum siding shall be permitted (exceptions for fascia and soffit areas may be approved by the ACC in its sole discretion); all other materials for use on the exterior of any residence constructed upon any Lot shall be subject to the approval of the ACC, which approval may be granted or denied in the sole and absolute discretion of the ACC.

(d) Except for improvements constructed by the Declarant in connection with the development of the Property, no improvement of any kind shall be erected, altered, placed or permitted to remain on the Common Areas (including areas designated as "open-space/landscape easements", "open-space lots" or "natural buffer easements"). Additionally, no improvement constructed by the Declarant in connection with the development of the Property shall be removed from the Common Areas (including areas designated as "open-space/landscape easements", "open-space lots" or "natural buffer easements") without the prior written consent of the Declarant or the Association.

(e) Living Units and Lots shall conform to existing grade and drainage patterns as set forth on the grading plan for the Property filed with the appropriate (County or City) of Thompson Station, Tennessee governmental authorities and approved by the ACC. All Living Units shall meet the minimum setback provisions as designated on the recorded plat. Existing grades at Lot lines shall not be altered more than one (1) foot without the written consent of the ACC.

(f) Underground and log structures are prohibited.

(g) All driveways shall be surfaced with gray aggregate concrete and all driveway aprons and sidewalks shall be broom finished to match the community sidewalks or as approved by the ACC.

(h) Storm water must be disposed of in accordance with drainage plans established by the Declarant, the Association, and the local authorities having jurisdiction.

(i) No television, radio or other electrical towers, aerials, antennae, satellite dishes, or other device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon. Notwithstanding the foregoing prohibition, satellite dishes less than twenty inches (20") in diameter shall be permitted provided that such satellite dishes are mounted on the back of the Living Unit and are not visible from any street. No such satellite dishes shall be mounted on any deck, railing, post, stand, or any other item or appurtenance except the back exterior wall or back roof of any Living Unit. The Association shall be empowered to adopt further rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae.

(j) Air Conditioning and Heat Pump Equipment shall be located only in side or rear yards. No window units or "through-the-wall" units shall be permitted.

(k) No metal or plastic awnings for windows or doors may be erected or used. Canvas awnings may be used on any Lot only with the prior written approval of the ACC.

(l) No fence or wall of any kind, specifically including the use of a hedge or other

growing plants as a fence, and for any purpose, excepting a retaining wall, shall be erected, placed or suffered to remain upon (i) any landscape easement, (ii) open-space easement, (iii) greenbelt easement, or (iv) upon any Lot nearer to any street than the rear building line of the residence located on the Lot. Unless otherwise approved by the ACC, fences shall be limited to a decorative fence of black aluminum or black wrought iron and all such fences shall be five feet (5') in height. On a corner Lot, in addition to the restrictions set forth above, no fence or portion thereof shall be erected or placed or suffered to remain upon said corner Lot, closer to the side street than the building set back line for such residence. In order to comply with all applicable laws, fences shall be required around swimming pools and must be constructed in accordance with the specifications set forth herein. The ACC shall approve the location and specifications of all fences prior to their installation on any Lot. The term "fence" as used herein shall be liberally construed as to accomplish the purpose of these restrictions, and shall specifically include, but not be limited to, contrived barriers of any type including those of shrubs, hedges or walls. The term "side street", as used herein, shall refer to any street contiguous to any Lot which does not face the front door of the residence. This Section shall not apply to: (i) underground invisible dog-type fences; or (ii) decorative fences or retaining walls installed by the Declarant or a Builder in connection with the development of the Property or original construction of a Living Unit.

(m) No exterior carpeting shall be allowed.

(n) All exterior lighting plans shall be submitted to the ACC for approval prior to the commencement of any construction on any Lot. Exterior lighting shall be of the "environmental" type with no spillover light or glare emitted outside the boundaries of such Lot and shall be compatible with exterior lighting used on other Lots within the subdivision. Without limiting or expanding the foregoing, mercury vapor yard lights in excess of 50 watts shall not be permitted on any Lot. This prohibition shall not apply to street lights installed in a right-of-way by the Declarant or a public or private utility provider. The provisions of this Section 8.01(n) shall not apply to Lots or residences used by the Declarant or any Builder as a model home or sales office.

(o) All roofs on residences shall be asphalt shingle. A replacement roof shall be color matched to the original roof. Copper Bay and other standing seam metal porch roofs are permissible provided they are previously approved by the ACC.

(p) All improvements shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

**Section 8.02 Completion or Replacement:** Construction of a residential building on any tract shall be completed within one (1) year from the date construction is started and the disturbed yard area must be sodded or seeded, provided, however, that the completion date shall be extended for stoppages caused by strike, lockout, labor disputes, fire, unusual delay in transportation, unavoidable casualty, weather and acts of God for an period of time equal to the period of time of such work stoppage or unless an extension of said time for completion may be approved by the ACC. In the event that a residential building is demolished or destroyed, unless otherwise approved by the ACC, the replacement building shall match the approved building and its size and materials must be the same unless such materials are not available. In such case where the like materials are not available, then approval by the ACC is required.



**Section 8.03 Variances.** In order to avoid unnecessary hardship and/or to overcome practical difficulties in the application of certain provisions of the Declaration, the ACC shall have the authority to grant reasonable variances from the provisions of Section 8.01. Additionally, so long as Declarant owns one or more Lots on the Property, the Declarant, or its designee, may grant reasonable variances from the provisions of Section 8.01. No variance granted pursuant to the authority of this Section 8.03 shall constitute a waiver of any provision of the Declaration as applied to any other party or other part of the Property, and no variance may be granted to permit anything that is prohibited by applicable law. All provisions of the Declaration not affected by the grant of a variance shall continue to apply with full force and effect to the Lot for which the variance is granted and to the balance of the Property.

**Section 8.04 Approval by Declarant.** Until such time as Living Units have been constructed on all Lots and such Living Units have received permanent certificates of occupancy, Developer shall maintain full control of the ACC.

**Section 8.05 Architectural Control Committee; Architectural Control.**

(a) The Architectural Control Committee shall be composed of at least three (3), but no more than five (5), individuals designated and re-designated from time to time (i) by the Declarant until control of the ACC is specifically delegated by the Declarant to the Association, and (ii) by the Association after delegation of such control. The delegation of such control of the ACC shall not be tied to the transfer of control of the Association from the Declarant to the Members, but rather shall not occur until the time set forth in Section 8.04.

(b) The affirmative vote of a majority of the membership of the ACC shall be required in order to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permit, authorization or approval pursuant to the directives or authorizations contained herein.

(c) No structure or appurtenance shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless two (2) sets of plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include: (i) architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures or appurtenances proposed for the Lot; (ii) a site plan of the Lot showing the location with respect to the particular Lot (including proposed front, rear and side setbacks) of all structures and appurtenances, the location thereof with reference to structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot; and (iii) a landscaping plan describing the type and location of landscaping materials. The ACC shall retain a copy of the plans until completion of such alterations.

(d) Where approval of any item contained in this Declaration may be discretionary with the Board or ACC, such approval may be granted or withheld in the Board's or the ACC's sole and absolute discretion.

(e) The ACC shall have the following right to disapprove any plans and specifications submitted hereunder because of any of the following:

(i) failure of such plans and specifications to comply with any of the provisions set out in this Declaration, the Charter, the Bylaws or other rules and regulations applicable thereto;

(ii) failure to include information in such plans and specifications as may have been reasonably requested;

(iii) objection to the exterior design, appearance or materials of any proposed structure;

(iv) objections to the location of any proposed structure upon any Lot or with reference to other Lots in the vicinity;

(v) objection to the site plan, grading plan, drainage plan or landscaping plan for any Lot;

(vi) objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk or appropriateness of any proposed structure or appurtenance;

(vii) objection to the parking areas proposed for any Lot on the grounds of

1) incompatibility to proposed uses and structures on such Lot; or

2) insufficiency of size of parking areas in relation to the proposed use of the Lot;

- (viii) failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the Lot; or
- (ix) any other matter which, in the judgment of the ACC, would render the proposed structure, appurtenance, or use inharmonious with the general plan of improvement of the Property or with structures, appurtenances or uses located upon other Lots in the vicinity.

(f) Approval of any such plans and specifications shall automatically terminate and be rendered void if construction is not begun within six (6) months after the date of such approval unless the six (6) month period is extended in writing by the ACC, in which event the extended time period shall be applicable.

(g) In any case where the ACC shall disapprove any plans and specifications submitted hereunder or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

(h) THE SCOPE OF REVIEW BY THE ACC IS LIMITED TO COMPLIANCE WITH THIS DECLARATION, THE CHARTER, THE BYLAWS AND OTHER RULES AND REGULATIONS RELATED THERETO AND DOES NOT INCLUDE ANY RESPONSIBILITY TO REVIEW FOR STRUCTURAL INTEGRITY, COMPLIANCE WITH BUILDING CODES, ZONING ORDINANCES OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.

(i) The ACC may promulgate rules governing the form and content of plans and specifications to be submitted for approval or requiring specific improvements on Lots including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time, and no inclusion in, omission from or amendment to any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the ACC's discretion as to any matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the ACC's discretion to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are substantially submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures, appurtenances or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, the Charter, the Bylaws or other rules and regulations related thereto, (ii) that the plans and specifications, as approved, and any conditions attached to any such approval, have been adhered to and complied with in regard to all structures, appurtenances and uses on the Lot in question, and (iii) construction is commenced within the period required by Section 8.05(f).

- (j) In the event the ACC fails to approve or disapprove any plans and specifications

submitted as herein provided within forty-five (45) days after submission thereof, the same shall be deemed to have been disapproved.

(k) If any structure or appurtenance shall be altered, erected, placed or maintained upon any Lot, or any new use commenced upon any Lot, other than in accordance with plans and specifications approved by the ACC pursuant to the provisions of the Declaration, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Declaration, and without the approval required herein, and, upon written notice from the ACC or the Board, any such structure or appurtenance so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation.

(l) If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward removal or termination of such violation within fifteen (15) days after receipt of written notice of such violation from the ACC or the Board, the Declarant or the Association, as the case may be, shall have the right, through its duly authorized agents and employees, to enter upon such Lot and to take such steps as may be reasonably necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of the Owner of such Lot as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

(m) Inspection and Testing Rights. Any agent or employee of Declarant, the Association or the ACC may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and appurtenances thereon are in compliance with the provisions hereof, and neither Declarant, the Association, the ACC, nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Any such inspection shall be for the sole purpose of determining compliance with the Declaration, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the Owner of a Lot or any third person or entity for any purpose whatsoever; nor shall any such inspection obligate the Declarant, the Association or the ACC to take any particular action, or refrain from taking any particular action, based on such inspection.

(n) Waiver of Liability. Neither the ACC, the Declarant, the Association, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with the requirements of this Declaration, the Charter or the Bylaws, even though a certificate of compliance may have been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefitting therefrom, agree not to sue or make claim against the entities and persons referred to in this Section 8.05 for any cause arising out of the matters referred to in this Section 8.05, and further agree to, and do hereby, release said persons and entities for any and every such cause.

**Section 8.06 Site Development.** The following provisions shall apply to the development of the Property and the individual Lots contained therein.

(a) Staking Site. After the plan for the structure is approved by the ACC, as set forth in Section 8.05 above, the site of the structure must be staked out and such site approved by the ACC prior to cutting or removing any existing tree located on the Lot. It is the intent that all existing trees be saved whenever it is practicable to do so.

(b) Erosion Control. Erosion control measures shall be taken by the Builder, the Owner of a Lot, or such Owner's contractors, to protect adjacent Lots and the Property during construction on such Lot and thereafter until such time as the soil on such Lot is stabilized. This may be accomplished by any method designed to intercept and filter silt and deleterious material from storm water runoff from such Lot including, but not limited to, the use of temporary retention ponds, silt fencing, and other protective measures. All such erosion control measures must be specified on the Lot grading plan and must be approved by the ACC prior to commencement of any grading activities. In the event any storm water retention ponds shall be used as erosion control on any Lot, the same shall be completely removed upon completion of construction and stabilization of the soils on said Lot unless such retention pond has been designated as a permanent feature on the grading, site and landscaping plans submitted to and approved by the ACC.

(c) Utility Lines and Appurtenances. All gas, water, sanitary sewer, storm sewer, telephone, cable television, electrical and other such public or private utility pipes, cables, lines, wires, facilities and appurtenances shall be installed underground. No Owner of any Lot shall erect, cause to be erected, or grant any easement or license to any individual or entity giving such individual or entity any right to erect, use or permit the use of any overhead wires, poles or overhead facilities of any kind or nature for any utility service without the prior written consent of the ACC. Nothing contained in this Section 8.06 shall be deemed or construed to prohibit overhead street lighting or ornamental yard lighting where service for such lighting is provided by underground pipes, wires, cables or lines. Where underground utility service to each Lot is provided for the mutual benefit of multiple Owners, no Owner of any Lot so serviced shall commence any construction upon such Lot until such Owner has (i) notified all appropriate utility providers that such construction is proposed, (ii) grants in writing to such utility provider such rights, easements and licenses as may be required by such utility provider in connection with its construction, operation, maintenance and removal of such underground utility, and (iii) otherwise complies with all provisions of this Declaration, the Charter, the Bylaws, laws of the state of Tennessee, local ordinances, and all other rules and regulations of such utility provider and other authorities having jurisdiction concerning such utilities. Where required by such utility provider, all right, title and interest in and to the pipes, lines, wires, cables, facilities and appurtenances, whether serving the Property or any Lot, shall remain with such utility provider and shall not be considered a fixture or fixtures appurtenant to any Lot or the Property.

(d) Landscaping. The landscaping plan for each Lot shall be submitted to the ACC for approval or disapproval prior to the commencement of any construction or disturbance of any portion of the said Lot. The said landscaping plan shall indicate the proposed type, location, size and quantity of all plant materials, mulch, irrigation systems, and all other items related to such landscaping which are proposed to be installed upon said Lot. The Builder or Owner, as the case may be, shall faithfully execute the landscaping plan as approved by the ACC. In the event such Builder or Owner shall fail to faithfully execute such approved landscaping plan, the Association, by itself or through its duly authorized agents, contractors and employees, shall have the right to



enter upon the Lot and execute said approved landscaping plan and all fees, costs and expenses incurred thereby shall be a binding, personal obligation of the Builder or Owner as well as a lien (enforceable in the same manner as a mortgage) upon said Lot. The lien provided in this Section 8.06 shall be valid and enforceable as against any bona fide purchaser (or bona fide mortgagee) of the said Lot.

## ARTICLE IX.

### USE RESTRICTIONS AND MAINTENANCE

**Section 9.01 Restrictions.** This Article sets out certain use restrictions that must be complied with by all Owners, occupants, guests, invitees and licensees of the Properties. These use restrictions may be amended only in the manner provided in Section 11.03, regarding amendment of this Declaration. In addition, the Board may, from time to time, without consent of the Owners, adopt, modify, or delete the rules, regulations and restrictions applicable to the Properties. These rules shall be distributed to all Owners prior to the date that they are to become effective, and after distribution, shall be binding upon all Owners, occupants, guests, invitees, and licensees in the Properties until and unless overruled, canceled, or modified in a regular or special meeting by a majority of the total association vote and the consent of the Declarant during the Development Period. Notwithstanding the above, during the Development Period no rules and regulations which affect the Declarant or Builder may be adopted, modified, or deleted without the written consent of the Declarant.

The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Fair Housing Act, 43 U.S.C. § 3601, et seq., as such laws may be amended from time to time and such regulations adopted pursuant to such laws (collectively, the "Fair Housing Acts"), regarding discrimination based on familial status. During the Development Period, Declarant shall have the power to amend Section 9.01 for the purpose of making said Section consistent with the Fair Housing Acts, the regulations adopted under the Fair Housing Acts, and any judicial decisions arising under or relating to the Fair Housing Acts, in order to maintain the intent and enforceability of Section 9.01.

All Living Units and the Lots upon which such Living Units are located shall be subject to the following restrictions:

(a) **Purpose of Property.** Each Lot shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Lot or any part of the Properties, including business uses ancillary to a primary residential use, except that the Owner or occupant may conduct such ancillary business activities within the residence so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the residence; (b) the business activity does not involve multiple persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties (except that deliveries may be made by couriers, express mail carriers, parcel delivery services, and other such similar delivery services), unless otherwise approved in writing by the ; (c) the business activity conforms to all zoning requirements for the Properties; (d) the business activity does not increase the insurance premium paid by the Association or otherwise negatively

affect the ability of the Association to obtain insurance coverage; (e) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors; and (f) the business activity does not result in a materially greater use of the Common area facilities or Association services. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) the activity is engaged in full or part-time; (ii) the activity is intended to or does generate a profit; or (iii) a license is required for the activity. Notwithstanding the above, the use of a Lot by an on-site management company operating on behalf of the Association shall not be considered a trade or business within the meaning of this Section.

(b) Garages. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, (e.g. family room, bedrooms, offices or recreational rooms). The Declarant or a Builder shall have the right to use unsold residences as model homes or sales offices.

(c) Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

(d) Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (excluding pot-belly pigs) may be kept, provided that they do not exceed three (3) in number and they are not kept, bred or maintained for any commercial purpose. Notwithstanding the above, in the event such household pets have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

(e) Signage. No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than four (4) square feet per side erected by an Owner or its duly authorized agent advertising the Lot for sale or lease. Additionally, no signs may be installed by an Owner on the Common Areas. The Association shall have the right to remove any such unapproved sign that is placed on the Property, and in so doing shall not be liable to the owner of the Lot or the sign for trespass or other tort in connection therewith, arising from, or related to such removal. This Section shall not apply to signs used by a Declarant or a Builder to advertise the Property and any Lot during the Development Period.

(f) Trash. No burning of any trash and no accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot. Trash and garbage shall be placed in sanitary containers and shall not be permitted to remain in the public view except on days of trash collection. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale. The Declarant or the Association, as the case may be, may designate and engage the services of one household trash collection and disposal service provider to which

all Owners shall subscribe for collection and disposal services for the Lot. No trash container shall be located or left to remain on any portion of a Lot where such container will be visible from any street within the Subdivision provided, however, that such container may be left in a convenient place for collection by the said collection and disposal service for no more than twelve (12) consecutive hours on the day or days such collection and disposal service shall collect said household trash.

(g) Accessory Structures. No permanent or temporary accessory building, tent, storage shed, mobile home or free-standing greenhouse shall be erected or permitted to remain upon a Lot. Decks are permitted provided they are located within the building set back area of the Lot and attached to the residence and otherwise comply with all zoning and other ordinances and regulation promulgated by the local governmental authorities having jurisdiction. Swimming Pools and related appurtenances are permitted on Lots provided they are in-ground type pools and they are not located within the prohibited rear or side yard setback areas and otherwise comply with all zoning and other laws, statutes, ordinances, rules and regulations promulgated by all governmental authorities having jurisdiction. Hot tubs, spas and related appurtenances are also permitted on Lots provided they are not located within the prohibited rear or side yard setback areas and otherwise comply with all zoning and other ordinances and regulations promulgated by the governmental authorities having jurisdiction. No deck, swimming pool, hot tub, spa or related appurtenance shall be permitted to be located in the front or side yard of any Lot. No deck, swimming pool, hot tub, spa or related appurtenances to any of the foregoing shall be permitted unless and until the Owner has received prior written approval by the ACC for the construction and installation of such item.

(h) Play Sets. Play sets shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) they are made primarily of wood; and (b) they are located in the rear yard area of the Lot and properly shielded from view by the home, landscaping, fences or a combination of the two; and, (c) the Owner has received prior written approval from the ACC for the construction and installation of such play set, including the screen thereof.

(i) Basketball Goals. Basketball goals shall be permitted on any Lot provided they are installed in compliance with the following criteria: (a) they are not attached to the Living Unit on the Lot; (b) they shall have a clear backboard; (c) the supporting poles shall be black; and (d) they shall not be visible from the street or neighboring Lots when not in use.

(j) Additional Recreational Equipment. Except as otherwise provided above, trampolines, soccer goals and related recreational equipment shall be permitted on any Lot provided they are located in the rear yard area of the Lot and properly shielded from view by the home, landscaping, fences, or a combination of the two. This paragraph shall not apply to the Common Areas or any Lots owned by a Declarant or a Builder and held for sale.

(k) Clotheslines. No clothesline shall be permitted on any Lot and no clothing or other household fabrics shall be hung in the open on any Lot.

(l) Maintenance. Each and every Lot and Living Unit thereon shall be maintained by the Owner thereof in a good manner in accordance with the general standards of maintenance prevailing throughout the Subdivision.



(m) Landscaping. All landscaping on the Lots including any street trees shall be maintained in good condition. In the event any tree located in the front or side yard of a Lot should die or become damaged, the Owner of the said Lot shall, within sixty (60) days after notice from the Association (subject to a reasonable extension for appropriate planting seasons), remove and replace said tree. Any such replacement tree shall be of a minimum two-inch (2") caliper. In the event the Owner of any Lot shall fail or refuse to maintain the landscaping elements on said Lot in good order, and continues to fail or refuse to do so after receipt of written notice from the Association for a period of thirty (30) days (subject to a reasonable extension for appropriate planting seasons), the Association shall have the right, but not the obligation, to enter upon the said Lot and remove, replace or otherwise correct the deficiently maintained landscaping elements and all fees, costs and expenses related thereto shall be a binding, personal obligation of the Owner as well as a lien (enforceable in the same manner as a mortgage) upon said Lot. For purposes of this paragraph, failure or refusal to maintain the landscaping elements in good order shall mean, in the Association's sole and absolute discretion, that such landscaping elements have become diseased, overgrown, or unsightly and shall include, but not be limited to, bushes and hedges that have grown to a height or diameter which obscures the view of street traffic or is a nuisance to a neighboring Lot or is unattractive in appearance, mulching that has deteriorated, landscape lighting that is inoperable, or any other situation which the Association determines to be a detraction from the overall appearance of the Property. Moratoriums or watering restrictions imposed by governing authority on the Owner of a Lot shall be considered when assessing the obligations of the Owner described herein.

(n) Automobiles, Recreational Vehicles, Boats, Trailers.

(i) No recreational vehicle, mobile home, boat, travel trailer, utility trailer, or any other such vehicle or trailer of any kind shall be parked or stored on any Lot, for a period in excess of forty-eight (48) hours during any one calendar month, unless the same is in the garage and completely out of view. Commercial vehicles and trucks exceeding a three-quarter (3/4) ton rating are prohibited, unless such commercial vehicles or trucks are kept in the garage and completely out of view. All automobiles, trucks, motorcycles, ATV's, three-wheelers, personal water craft, utility trailers, travel trailers, other trailers of any kind or type, recreational vehicles of any kind or type, and other motorized vehicles shall be parked and stored in the garage and no such vehicle or trailer shall be permitted to be parked or stored outside of the garage.

(ii) No vehicle in inoperable condition or unlicensed condition shall be stored on any Lot for a period in excess of five (5) consecutive days during any one (1) calendar month unless the same is in the garage and completely out of view.

(iii) No automobile, truck, motorcycle, or other motorized vehicle of any kind shall be permitted to be parked on any street or in the front or side yard of any Lot. All such automobiles, trucks, motorcycles, and other motorized vehicles shall only be parked in the garage or upon the driveway of the Lot.

(iv) The provisions of this Section 9.01(m) shall not apply to any Lot owned by a Declarant or a Builder and held for sale.

(v) Christmas lights and other holiday-type decorations may be erected no sooner than

five (5) weeks prior to and removed not later than two (2) weeks after such holiday.

**Section 9.02 Obstruction of Easements and Drainage.** No structure, planting or other material other than driveways, or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

## **ARTICLE X.**

### **EASEMENTS AND MAINTENANCE**

**Section 10.01 Access Easements and Open-space/landscape Easements.** All Lots shall be subject to an access easement in favor of the Declarant and the Association for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, replacing and otherwise dealing with the Common Areas, including all improvements thereon and for the purpose of inspecting the exterior of Living Units and Lots for compliance with the terms of this Declaration. As set forth on the record plat or plats for the Property, certain Lots may be subject to "open-space/landscape easements" or "natural buffer easements". Such open-space/landscape easements and natural buffer easements are in favor of the Declarant and the Association and are for the purposes of providing access to the Common Areas and for allowing the Declarant and the Association to maintain improvements constructed by the Declarant in such easement areas. Except as otherwise provided herein, no one other than the Declarant, the Association or the Owner on whose Lot is situated an open-space/landscape easement or natural buffer easement, shall be permitted to have access to, or enter onto, such easement area.

**Section 10.02 Private Drainage Easements.** Except as otherwise set forth on the record plat or plats for the Property, all Lots are subject to private drainage easements in favor of the Declarant and the Association. Such private drainage easements shall be a minimum of ten feet (10') in width (five feet (5') on each Lot) and shall exist along all common Lot lines, with the common Lot line being the center line of said easement. In those cases where the rear Lot line is not a common Lot line, the private drainage easement shall be a minimum of ten feet (10') in width along such rear Lot line. The Declarant and the Association shall have the right to enter upon a private drainage easement for the purpose of establishing or reestablishing drainage swales in order to control and direct storm water to collection facilities.

**Section 10.03 Maintenance.** The Association shall be responsible for the care and maintenance of the Common Areas of the subdivision. Such obligation of the Association shall include the care and maintenance of any improvements (other than landscaping) constructed by the Declarant or the Association in an open-space/landscape easement or natural buffer easement. The Association shall also be responsible for the care and maintenance of the Storm Water Facilities and related storm water improvements in a manner satisfactory to the appropriate governmental authority. The Owner of a Lot shall be responsible for the care and maintenance of all other portions of such Owner's Lot, including any landscaping situated in an open-space

easement, natural buffer easement or detention basin areas. Should any Owner fail to maintain his Lot, or a common driveway, to the extent provided in this Declaration, the Association may do so, after notice, and assess such Owner for the cost. The assessment shall be a lien on the Owner's Lot to the same extent as other liens provided for herein.

**Section 10.04 Reservation of Easements.** The Declarant shall have and hereby reserves easements in favor of itself, the Association and their successors and assigns, and such other persons or entities as it may designate as follows:

(a) In, on and over that portion of the publicly dedicated rights of way outside of the actual roadway, as well as over a twenty foot (20') wide strip of land on either side of such publicly dedicated rights-of-way on the Property for the purposes of: (i) access to construct, use and maintain utilities (including, but not limited to, Internet, telephone and cable television), sidewalks, Signage, lighting, landscaping and recreational uses; (ii) removing any obstructions including landscaping from such areas; and (iii) such other uses deemed appropriate for or necessary to integrate the Property into other real estate.

(b) In, on and over all utility and drainage easements set forth on the Property for the installation and maintenance of utility and drainage systems.

(c) Nothing contained in this Section shall be deemed or construed to give the Association any right to unreasonably interfere with the public use, enjoyment or maintenance of such publicly dedicated rights-of-way.

**Section 10.05 Right of Association to Remove or Correct Violations of this Declaration.** The Association may, in the interest or the general welfare of all of the Owners, enter upon any Lot or the exterior of any dwelling at reasonable hours on any day for the purpose of removing any roadway obstructions, including landscaping, or correcting any violation or breach of any attempted violation of any of the covenants and restrictions contained in this Declaration, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided however, that no such action shall be taken without a resolution of the Board of Directors of the Association authorizing access to such Lot or property covered under this Section and any charges incurred by the Association in correcting the violation hereunder, (including court costs and reasonable attorney's fees) shall constitute a charge against the subject property and a personal obligation of the Owner thereof, and the Association shall have a lien upon the property and Lot for such expenses, and including costs of collection of said lien amount.

**Section 10.06 Declarant's Reservation of Entry Rights.** The Declarant for itself and its assigns, reserves the right during the Development Period to enter upon the Lot for purposes of correcting grade and drainage patterns for the benefit of the entire Properties, provided that the Lot shall be restored with any pavement, grass or sod which shall have been removed.

**Section 10.07 Declarant's and Association's Right to Grant Easements.** Notwithstanding any other provisions herein, during the Development Period, the Declarant is authorized without consent of the Members to grant across, through or under any Lot, Common Area or any utility easement, including a cable easement, deemed by the granting party to be necessary or convenient in the development or enjoyment of the Properties, provided no easement shall be granted across,

through or under any Living Unit or building which restricts ingress or egress to such Living Unit or building.

**Section 10.08 Handicap Accessibility.** Notwithstanding any other provisions herein, an Owner of any Lot may, at his expense, may have such reasonable modifications made to the interior and exterior of his Living Unit and Lot and the Common Areas as may be necessary to afford physically handicapped persons full enjoyment of his premises. Any modifications to be undertaken to the exterior of a Living Unit and Lot or the Common Areas shall comply with the guidelines and regulations of the United States Department of Housing and Urban Development for buildings and facilities providing accessibility and usability for physically handicapped people; and shall be undertaken pursuant to a contract, the terms, conditions and specifications of which, shall be approved by the Board of Directors. The approved contractor shall provide an adequate performance bond for the benefit of the Association. Notwithstanding the other provisions herein, including those requiring approval of the Members of the Association, the Board of Directors is authorized to make reasonable accommodations to any rules, policies, practices or services as may be necessary to afford a handicapped person equal opportunity to use and enjoy his Living Unit and Lot, including the Common Areas.

## **ARTICLE XI.**

### **GENERAL PROVISIONS**

**Section 11.01 Enforcement.** The Declarant, the Association, or any 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 Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 11.02 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 11.03 Amendment.** Except as otherwise provided in this Declaration, the covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and the Declarant, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners. Any amendment must be recorded. No amendment to the covenants and restrictions of this Declaration shall be binding upon any Lot owned by the Declarant or upon any additional property annexed to the terms of this Declaration by the Declarant, or upon any Lot owned by a Builder unless the Declarant or any such Builder agrees to said amendment in a recorded writing.

**Section 11.04 Right to Amend Documents.** Notwithstanding anything contained in this Declaration to the contrary, during the Development Period, this Declaration and the Articles and By-Laws may be amended at any time without the vote of Owners by a written instrument executed



by the Declarant for any purpose. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration and the Articles and By-Laws by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

**Section 11.05 Personal Liability.** Nothing in this Declaration, the Articles or the regulations of the Association, or any rules or regulations enacted pursuant to any of the aforesaid, shall impose personal liability upon any member of the Board of Directors or any officer of the Association acting in his capacity as such, for the use, maintenance, repair or replacement of any Living Unit or of any part of the Common Areas or give rise to a cause of action against any of them except for damages resulting from their own willful misconduct and each person who becomes an Owner or Member hereby releases and discharges all liability for injury or damages to such Member or Owner or to such Member's or Owner's property and covenants not to initiate any legal proceedings against any such person or persons unless such said person is covered by insurance and in such event the amount of recovery shall be limited in the amount of insurance.

**Section 11.06 Non-Liability of Declarant.** Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or the By-Laws, whether or not such claims shall be asserted by an Owner, occupant, the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, occupant, the Association and their representative agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or disrepair of any utility services (heat, air conditioning, electricity, gas, water, sewage, cable television, etc.), except as provided by any written warranty provided by the Declarant to an Owner or the Association. Except as set forth in this Declaration, the Declarant and the Builders shall have no financial obligation to the Association.

**Section 11.07 Professional Management Contracts and Other Contracts.** The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years in length and shall provide for termination by either party without cause or without payment of a termination fee on ninety (90) days or less written notice.

**Section 11.08 Other Associations.** The Association shall have the right to contract with other homeowners' associations in the area of the Property for the purpose of providing for the maintenance, repair and landscaping of streets, rights-of-way and adjoining areas to the Subdivision.

**Section 11.09 Arbitration.** In the event of any dispute between Owners, other than the

Declarant, regarding the application of these restrictions or any rule or regulation, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time and place for a hearing thereon within thirty (30) days thereafter and give written notice to each party thereof not less than five (5) days in advance of such hearing. The Board, after hearing such evidence and arguments as it deems proper, shall render a written decision on the matter to each party within thirty (30) days after such hearing. No legal action may be instituted by either party on such a dispute unless the arbitration provided for herein has occurred, or unless both parties have waived the requirement for arbitration in writing.

**Section 11.10 Open Space Requirements.** Notwithstanding anything contained within this Declaration to the contrary:

(a) The Association shall be responsible for obtaining liability insurance, paying local taxes, and maintaining the Common Area, including recreational and other facilities, for a period of not less than 40 years.

(b) The Association shall not dispose of any Common Area designated as "open space" in the development plans for the Subdivision ("Open Space"), by sale or otherwise (except to an organization conceived and established to own and maintain such Open Space and approved by the Thompson's Station Planning Commission) without first offering to dedicate such Open Space to the Town of Thompson's Station, provided that such dedication must be approved by the Board of Commissioners of the Town of Thompson's Station, following review and recommendations by the Thompson's Station Planning Commission. The conditions of any transfer shall conform to the officially recorded development plan for the Subdivision.

(c) The Association shall not be dissolved, except upon disposal of all Open Space as provided (b) herein above.

(d) Within 60 days after the date that more than 50 percent of the Lots planned for the Subdivision are owned by Owners other than Builders, a special meeting of the Association shall be called to discuss the process for transfer of control of the Association to the Owners.

(e) By accepting the conveyance of a Lot, all Owners shall become Members of the Association; which Association shall own all Open Space for the mutual benefit of the Members.

(f) All Members shall be responsible for paying a pro rata share of the costs of the Association's operation in accordance with the terms herein for a period of not less than 40 years.

(g) The Assessments levied by the Association may become a lien on a Lot if not paid when due.

(h) The Association may, in accordance with the terms herein, adjust its By-Laws and structure to meet changing needs.

(i) Subject to the terms herein and such rules as may be promulgated from time to time by the Association, each Owner shall have permanent unrestricted right to use of the Open Space.

(j) If the Association, or any successor organization, shall at any time fail to maintain the Open Space in reasonable order and condition in accordance with the officially recorded development plan for the Subdivision, the City Manager of the City of Thompson Station may serve written notice upon the Association and the Owners advising them of such deficiencies and the right to a formal hearing regarding such deficiencies. Upon the request of the Association and/or any Owner received by the (County or City) Manager within 14 days of the date of the City Manager's notice, the City Manager shall conduct a hearing to allow proposals for the maintenance of such Open Space to be heard. If such deficiencies are not corrected within 30 days, or within such time as the City may establish after conducting a hearing on the deficiencies, the City Manager may call upon any public or private agency to maintain such Open Space for a period of one year. If after one year, the City Manager determines that the Association is still unable or unlikely to maintain such Open Space, the City Manager may continue to call upon any public or private agency to maintain such Open Space for yearly periods. The cost of maintenance shall be assessed proportionally against the Lots within the Subdivision, and, if not paid, shall become a lien on such Lots.

## ARTICLE XII.

### DECLARANT'S RIGHTS

**Section 12.01 Transfer or Assignment.** Any or all of the special rights and obligations of the Declarant set forth in the Declaration, By-Laws and Articles may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

**Section 12.02 Development and Sales.** The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, such as sales activities, tournaments, charitable events, and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, including any clubhouse, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient, or incidental to the development of the Properties and/or the construction or sale of Lots, including, but not limited to, business offices, signs, model units, tents, sales offices, sales centers and related parking facilities. During the Development Period,

Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

**Section 12.03 Common Areas.** The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

**Section 12.04 Additional Covenants.** No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the public records.

**Section 12.05 Right of the Declarant to Disapprove Actions.** Until two (2) years following the termination of the Development Period, the Declarant shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Declarant, would tend to impair rights of the Declarant or Builders under the Declaration, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Declarant in the Declaration.

**Section 12.06 Amendments.** Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules shall be effective without prior notice to and the written consent of the Declarant during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.



IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its signature on the day and year first above written.

(Declarant Legal Name)  
LITTLEBURY DEVELOPMENT COMPANY, LLC  
A Tennessee limited liability company

By: PENNOCK PLACE, LLC  
A Tennessee limited liability

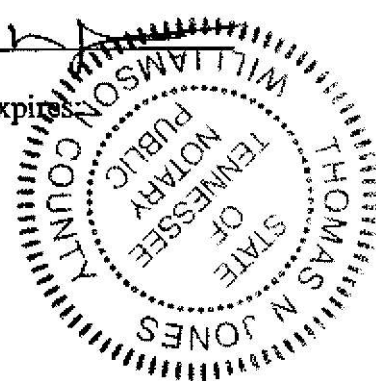
By: [Signature]  
Steven Wilson  
Its: President

By: [Signature]  
Tony Cavender  
Its: Secretary/Treasurer

STATE OF TENNESSEE  
COUNTY OF Williamson

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Steven Wilson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the President, the within named bargainer, a Tennessee limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as the President.


Witness my hand, at Franklin, Tennessee, this 21<sup>st</sup> day of May, 2021.

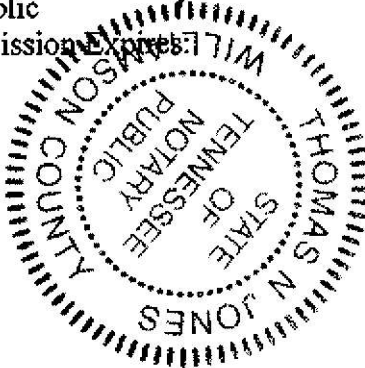
[Signature]  
Notary Public  
My Commission Expires  


STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Tony Cavender, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Secretary/Treasurer, the within named bargainer, a Tennessee limited liability company, and that he as such Secretary/Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as the Secretary/Treasurer.

Witness my hand, at Franklin, Tennessee, this \_\_\_\_\_ day of <sup>May</sup> April, 2021.

  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

**TRACT 1:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY BAUGH ROAD & MARY JACQUELYN IRREVOCABLE TRUST PLAT BOOK 23, PAGE 69 (R.O.W.C.,TN) ON THE NORTH, INTERSTATE 65 ON THE EAST, WILLIAM G. MARLIN DEED BOOK 119, PAGE 170 ON THE SOUTH, AND JEREMY NICHOLS PLAT BOOK 24 PAGE 121 (R.O.W.C.,TN), HARRY NICHOLS MARITAL TRUST DEED BOOK 1426, PAGE 194, (R.O.W.C.,TN) W.T. WILLIAMS DEED BOOK 445, PAGE 478 (R.O.W.C.,TN), LISA HORVATH PLAT BOOK 56, PAGE 57 (R.O.W.C.,TN), & KIMBERLY Y. DAVIS PLAT BOOK 56, PAGE 57 (R.O.W.C.,TN) ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A CONCRETE MONUMENT ON THE EASTERN RIGHT OF WAY OF INTERSTATE 65 BEING THE NORTHEAST CORNER OF THIS TRACT; THENCE, WITH THE EASTERN RIGHT OF WAY OF INTERSTATE 65 FOLLOWING A FENCE LINE FOR THE NEXT 3 CALLS:**

- 1. 33°38'47"W PASSING THROUGH A CONCRETE MONUMENT AT A DISTANCE OF 477.26' FOR A TOTAL DISTANCE OF 1327.02' TO A POINT;**
- 2. THENCE, S56°16'41"E FOR A DISTANCE OF 30.00' TO A CONCRETE MONUMENT;**
- 3. THENCE, S33°41'47"W PASSING THROUGH A CONCRETE MONUMENT AT A DISTANCE OF 449.73' FOR A TOTAL DISTANCE OF 474.46' TO A TEE POST BEING THE SOUTHEAST CORNER OF THIS TRACT; THENCE, WITH WILLIAM G. MARLIN'S NORTH LINE FOLLOWING A FENCE LINE N89°52'05"W FOR A DISTANCE OF 253.88' TO A POINT BEING THE SOUTHWEST CORNER OF THIS TRACT; THENCE, WITH JEREMY NICHOLS AND HARRY NICHOLS MARITAL TRUST'S EAST LINES FOLLOWING A FENCE LINE N07°01'48"E PASSING THROUGH AN IRON PIN BEING THE NORTHEAST CORNER OF HARRY NICHOLS TRACT FOR A TOTAL DISTANCE OF 899.01' TO AN IRON PIN BEING THE NORTHEAST CORNER OF HARRY NICHOLS MARITAL TRUST'S TRACT; THENCE, WITH W.T. WILLIAMS EAST LINE FOLLOWING A FENCE LINE N07°10'39"E FOR A DISTANCE OF 485.09' TO A POINT BEING THE NORTHEAST CORNER OF W.T. WILLIAMS TRACT; THENCE, WITH THE HORVATH EAST LINE FOLLOWING A FENCE LINE N07°28'44"E FOR A DISTANCE OF 241.48' TO A POINT BEING THE NORTHEAST CORNER OF THE HORVATH TRACT; THENCE, N06°43'11"E FOR A DISTANCE OF 76.04'**

**TO A POINT IN A FENCE CORNER BEING THE NORTHWEST CORNER OF THIS TRACT WHICH IS THE SOUTHWEST CORNER OF MARY JACQUELYN IRREVOCABLE TRUST; THENCE, WITH THE SOUTH LINE OF MARY JACQUELYN IRREVOCABLE TRUST FOLLOWING A FENCE LINE PASS THROUGH BAUGH ROAD S80°20'36"E FOR A DISTANCE OF 1031.05' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1057849 SQUARE FEET, 24.29 ACRES, MORE OR LESS ALL ACCORDING TO SURVEY BY SEO, INC. DATED 12/10/2018 AND DESIGNATED AS PROJECT #17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Don R. Cameron, III and being of record in Book 7524, Page 469, Register's Office of Williamson County, Tennessee.**

**TRACT 2:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY LISA HORVATH PLAT BOOK 56, PAGE 75 ON THE NORTH, DON CAMERON R. III DEED BOOK 3881, PAGE 473 (R.O.W.C., TN) ON THE EAST HARRY NICHOLS MARITAL TRUST DEED BOOK 1426, PAGE 194 (R.O.W.C., TN) & JEREMY B. NICHOLS DEED BOOK 7276, PAGE 33 (R.O.W.C., TN) ON THE SOUTH, AND PANTALL ROAD ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS :**

**BEGINNING AT A POINT IN THE CENTER OF PANTALL ROAD BEING THE SOUTHWEST CORNER OF THIS TRACT; THENCE, WITH THE CENTER OF PANTALL ROAD FOR THE NEXT 3 CALLS:**

- 1. N06°05'33"E FOR A DISTANCE OF 175.06' TO A POINT IN THE CENTER OF PANTALL ROAD;**
- 2. THENCE, WITH A CURVE TURNING TO THE LEFT HAVING AN ARC LENGTH OF 274.38', A RADIUS OF 2151.08', A CHORD BEARING OF N03°06'10"E, A CHORD LENGTH OF 274.19' TO A POINT IN THE CENTER OF PANTALL ROAD;**
- 3. THENCE, WITH A CURVE TURNING TO THE RIGHT HAVING AN ARC LENGTH OF 200.41', A RADIUS OF 4129.88', A CHORD BEARING OF N02°53'30"E, A CHORD LENGTH OF 200.39' TO A POINT IN THE CENTER OF PANTALL ROAD; THENCE, WITH HORVATH'S SOUTH LINE FOLLOWING A FENCE LINE S82°50'31"E FOR A DISTANCE OF 1880.68' TO A POINT; THENCE, WITH CAMERON'S WEST LINE FOLLOWING A FENCE LINE S07°10'39"W FOR A DISTANCE OF 485.09' TO AN IRON PIN AT A FENCE CORNER; THENCE, WITH HARRY NICHOLS MARITAL TRUST & JEREMY B. NICHOLS NORTH LINE N87°54'19"W PASSING THROUGH HARRY NICHOLS MARITAL**

**TRUST NORTHEAST CORNER AT A DISTANCE OF 787.52' , ALSO PASSING THROUGH AN IRON PIN AT THE MARGIN OF PANTALL ROAD AT A DISTANCE OF 1821.13' FORA TOTAL DISTANCE OF 1850.18' TO THE POINT OF BEGINNING, HAVING AN AREA OF 1053715 SQUARE FEET, 24.19 ACRES, MORE OR LESS, ALL ACCORDING TO SURVEY BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT #17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Alys Williams, an unmarried woman and being of record in Book 7524, Page 467, Register's Office of Williamson County, Tennessee.**

**TRACT 3:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY CLIFF RELIFORD DEED BOOK 4169, PAGE 990 (R.O.W.C.,TN), ROBERT A. WHITE JR. DEED BOOK 789, PAGE 134 (R.O.W.C.,TN), & KIMBERLY DAVIS PLAT BOOK 56, PAGE 75 (R.O.W.C.,TN) ON THE NORTH, DON R. CAMERON III DEED BOOK 3881, PAGE 473 (R.O.W.C.,TN) ON THE EAST, W.T. WILLIAMS DEED BOOK 445, PAGE 478 ON THE SOUTH, AND PANTALL RD. ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EASTERN MARGIN OF PANTALL ROAD; THENCE, WITH THE WESTERN MARGIN OF PANTALL ROAD N05°21'05"E FOR A DISTANCE OF 475.00' TO A POINT ON THE EASTERN MARGIN OF PANTALL ROAD BEING THE NORTHWEST CORNER OF THIS TRACT; THENCE, WITH RELIFORD'S SOUTH LINE FOLLOWING A FENCE LINE S83°20'42"E FORA DISTANCE OF 554.11' TO A POINT BEING THE SOUTHWEST CORNER OF RELIFORD'S TRACT; THENCE, WITH WHITE'S SOUTH LINE FOLLOWING A FENCE S82°41'23"E FORA DISTANCE OF 625.58' TOAN IRON PIN BEING THE NORTHEAST CORNER OF DAVIS'S TRACT; THENCE, FOLLOWING DAVIS'S LINE FOR THE NEXT 5 CALLS:**

- 1. S07°20'16"W FOR A DISTANCE OF 257.86' TO AN IRON PIN;**
- 2. THENCE S82°53'49"E FOR A DISTANCE OF 231.20' TO AN IRON PIN;**
- 3. THENCE N27°55'52"E FOR A DISTANCE OF 21.48' TO AN IRON PIN;**
- 4. THENCE S82°59'18"E FOR A DISTANCE OF 438.32' TO AN IRON PIN;**
- 5. THENCE S82°39'28"E FOR A DISTANCE OF 16.00' TO A POINT BEING THE NORTHEAST CORNER OF THIS TRACT; THENCE , WITH CAMERON'S WEST LINE FOLLOWING A FENCE S07°28'44"W FOR A DISTANCE OF 241.48' TO A POINT BEING THE SOUTHEAST CORNER OF THIS TRACT; THENCE, WITH WILLIAMS'S NORTH LINE FOLLOWING A FENCE LINE N82°50'31"W FOR A DISTANCE OF 1855.67' TO THE POINT OF BEGINNING, HAVING AN AREA OF 722,090 SQUARE FEET, 16.58 ACRES, MORE OR LESS**

**ALL ACCORDING TO SURVEY PERFORMED BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT#17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Lisa Annette Horvath and Charles P. Horvath and being of record in Book 7524, Page 472, Register's Office of Williamson County, Tennessee.**

**TRACT 4:**

**Land in Williamson County, Tennessee, being all of Lot No. 2 on the Minor Revision to Final Plat, Lisa A. Mauth, of record in Plat Book P56. Page 75, Register's Office for said county, to which plan reference is hereby made for a more complete and accurate legal description; and, also described as follows:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY ROBERT A. WHITE JR. DEED BOOK 789, PAGE 134 (R.O.W.C., TN), JAMES L. VALENTINE DEED BOOK 4802, PAGE 395 (R.O.W.C., TN), & FRANK A. JACKSON & MARYE. JACKSON TRUST DEED BOOK 2300, PAGE 759 (R.O.W.C., TN) ON THE NORTH, BAUGH ROAD ON THE EAST, AND LISA HORVATH DEED BOOK 1488, PAGE 898 (R.O.W.C., TN) ON THE SOUTH AND WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN IRON ROD ON THE WESTERN MARGIN OF BAUGH ROAD BEING THE NORTHEAST OF THIS TRACT; THENCE, WITH THE WESTERN MARGIN OF BAUGH ROAD S07°05'12"W FOR A DISTANCE OF 237.13' TO AN IRON PIN BEING THE SOUTHEAST CORNER OF THIS TRACT; THENCE, WITH HORVATH'S LINE FOR THE NEXT 4 CALLS:**

- 1. N82°59'18"W FOR A DISTANCE OF 438.32' TO AN IRON PIN;**
  - 2. THENCE S27°55'52"W FOR A DISTANCE OF 21.48' TO AN IRON PIN;**
  - 3. THENCE N82°53'49"W FOR A DISTANCE OF 231.20' TO AN IRON PIN;**
  - 4. THENCE N07°20'16"E FOR A DISTANCE OF 257.86' TO AN IRON PIN BEING THE NORTHWEST CORNER OF THIS TRACT; THENCE, WITH WHITE'S SOUTH LINE S83°00'12"E FOR A DISTANCE OF 167.76' TO A POINT BEING THE SOUTHEAST CORNER OF WHITE'S TRACT; THENCE, WITH VALENTINE'S AND JACKSON'S SOUTH LINES FOLLOWING A FENCE FOR 4 CALLS:**
- 1. S82°48'12"E FOR A DISTANCE OF 50.10' TO A POINT;**
  - 2. THENCE, S83°08'07"E PASSING THROUGH VALENTINE'S SOUTHEAST CORNER AT A DISTANCE OF 245.10' FOR A TOTAL DISTANCE OF 267.10' TO AN IRON PIN;**



3. THENCE, WITH JACKSON'S SOUTH LINE S67°23'07"E FOR A DISTANCE OF 7.39' TO A POINT;
4. THENCE, WITH JACKSON'S SOUTH LINE S83°06'33"E FOR A DISTANCE OF 183.96' TO THE POINT OF BEGINNING, HAVING AN AREA OF 165635 SQUARE FEET, 3.80 ACRES, MORE OR LESS ALL ACCORDING TO SURVEY PERFORMED BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT#17224.

Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Kimberly Davis and Vincent Allen Davis and being of record in Book 7524, Page 480, Register's Office of Williamson County, Tennessee.

#### TRACT 5:

A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY ELLEN BOGLE DEED BOOK 364 PAGE 372 (R.O.W.C., TN), & WILLIAM H. MARLIN PLAT BOOK 20, PAGE 7 (R.O.W.C., TN) ON THE NORTH, JAMES L. VALENTINE DEED BOOK 4802, PAGE 395 ON THE EAST, KIMBERLY & VINCENT DAVIS PLAT BOOK 6178, PAGE 490 (R.O.W.C., TN) LISA HORVATH DEED BOOK 1488, PAGE 898 (R.O.W.C., TN), & CLIFF RELIFORD DEED BOOK 4169, PAGE 990 ON THE SOUTH, AND PANTALL ROAD ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER OF PANTALL ROAD BEING THE NORTHWEST CORNER OF RELIFORD'S TRACT; THENCE, WITH THE CENTER LINE OF PANTALL ROAD N08°16'36"E FOR A DISTANCE OF 277.21' TO A POINT IN THE CENTER OF PANTALL ROAD BEING THE SOUTHWEST CORNER OF BOGLE'S; THENCE, WITH BOGLE'S SOUTH LINE S78°07'02"E FOR A DISTANCE OF 619.32' TO AN IRON PIN BEING BOGLE'S SOUTHEAST CORNER; THENCE, WITH BOGLE'S WEST LINE N08°18'34"E FOR A DISTANCE OF 230.51' TO AN IRON PIN BEING BOGLE'S NORTHEAST CORNER; THENCE, WITH MARLIN'S SOUTH LINE FOLLOWING A FENCE LINE FOR THE NEXT 2 CALLS:

1. N06°50'25"E FOR A DISTANCE OF 14.36' TO A CORNER POST;
2. THENCE N70°42'23"E FOR A DISTANCE OF 884.32' TO AN IRON PIN BEING THE NORTHERN MOST CORNER OF THIS TRACT; THENCE, WITH VALENTINE'S EAST LINE FOLLOWING A FENCE LINE S09°49'21"W FOR A DISTANCE OF 1015.62' TO A POINT BEING THE SOUTHERN MOST CORNER OF THIS TRACT; THENCE, WITH DAVIS'S NORTH LINE N83°00'12"W FOR A DISTANCE OF 167.76' TO AN IRON PIN BEING DAVIS'S NORTHWEST CORNER; THENCE, WITH HORVATH'S NORTH LINE FOLLOWING A FENCE N82°41'23"W FOR A DISTANCE OF 625.58' TO A POINT BEING RELIFORD'S SOUTHEAST CORNER; THENCE, WITH

**RELIFORD'S EAST LINE N22°13'35"E FOR A DISTANCE OF 150.35' TO A POINT BEING THE NORTHEAST CORNER RELIFORD'S TRACT; THENCE, WITH RELIFORD'S NORTH LINE FOLLOWING A FENCE LINE N82°32'22"W FOR A DISTANCE OF 617.47' TO THE POINT OF BEGINNING, HAVING AN AREA OF 786129 SQUARE FEET, 18.05 ACRES, MORE OR LESS ALL ACCORDING TO SURVEY PERFORMED BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT #17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Robert A. White, Jr., Debbie O. White, Pamela White Hickman and Thomas R. Hickman and being of record in Book 7524, Page 474, Register's Office of Williamson County, Tennessee.**

**TRACT 6:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY THE REMAINING LANDS OF ELLEN BOGLE DEED 364, PAGE 372 (R.O.W.C., TN), AND WILLIAM H. MARLIN PLAT BOOK 20, PAGE 7 ON THE NORTH, ROBERT A. WHITE JR. 0.8. 789, PAGE 134 (R.O.W.C., TN) ON THE EAST AND SOUTH, AND PANTALL ROAD ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT IN THE CENTER LINE OF PANTALL ROAD; THENCE, WITH THE CENTER LINE OF PANTALL N08°19'59"E FOR A DISTANCE OF 136.76' TO A POINT IN THE CENTER LINE OF PANTALL ROAD; THENCE, WITH THE REMAINING LANDS OF ELLEN BOGLE FOLLOWING A FENCE LINE FOR THE NEXT 2 CALLS:**

- 1. S73°42'21"E FOR A DISTANCE OF 362.21' TO A POINT;**
  - 2. THENCE, N15°52'52"E FOR A DISTANCE OF 139.62' TO A POINT; THENCE, WITH MARLIN'S SOUTH LINE FOLLOWING A FENCE LINE S73°54'18"E FOR A DISTANCE OF 243.21' TO AN IRON PIN; THENCE, WITH WHITE'S LINE FOR THE NEXT 2 CALLS:**
- 1. S08°18'34"W FOR A DISTANCE OF 230.51' TO AN IRON PIN;**
  - 2. THENCE, N78°07'02"W FOR A DISTANCE OF 619.32' TO THE POINT OF BEGINNING, HAVING AN AREA OF 105044 SQUARE FEET, 2.41 ACRES, MORE OR LESS ALL ACCORDING TO SURVEY PERFORMED BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT #17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from Ellen Elizabeth Bogle and being of record in Book 7524, Page 477, Register's Office of Williamson County, Tennessee.**

**TRACT 7:**

**A PARCEL OF LAND LYING IN THE 11TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND BOUNDED IN GENERAL BY DON R. CAMERON III DEED BOOK 3881, PAGE 473 (R.O.W.C.,TN) ON THE NORTH, INTERSTATE 65 ON THE EAST, WILLIAM H. JONES PLAT 24, PAGE 121 (LOT 5) (R.O.W.C.,TN), AND JEREMY NICHOLS PLAT 24, PAGE 121 (R.O.W.C.,TN) ON THE WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A TEE-POST BEING THE NORTHEAST CORNER OF THIS PROPERTY WHICH IS THE SOUTHEAST CORNER CAMERON'S TRACT; THENCE, WITH THE WEST RIGHT OF WAY OF INTERSTATE 65 S33°43'37"W FOR A DISTANCE OF 562.12' TO A POINT BEING THE SOUTHERN MOST CORNER OF THIS TRACT; THENCE, WITH JONES'S EAST LINE FOR THE NEXT 2 CALLS:**

- 1. N07°11'30"E FOR A DISTANCE OF 364.50' TO A POINT;**
- 2. THENCE, N06°44'54"E FOR A DISTANCE OF 10.77' TO AN IRON PIN BEING THE NORTHEAST CORNER OF JONES'S TRACT; THENCE, WITH NICHOLS'S EAST LINE N06°44'54"E FOR A DISTANCE OF 96.44' TO A POINT BEING THE NORTHEAST CORNER OF THIS TRACT THENCE, WITH CAMERON'S SOUTH LINE S89°52'05"E FOR A DISTANCE OF 253.88' TO THE POINT OF BEGINNING, HAVING AN AREA OF 59286 SQUARE FEET, 1.36 ACRES, MORE OR LESS ALL ACCORDING TO SURVEY PERFORMED BY SEC, INC., DATED 12/10/2018 AND DESIGNATED AS PROJECT #17224.**

**Being the same property conveyed to Littlebury Development Company, LLC, a Tennessee limited liability company by Deed from William G. Marlin, Jr. and Shirley Lee Beatty and being of record in Book 7524, Page 482, Register's Office of Williamson County, Tennessee.**

Exhibit B -



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
State of Tennessee  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

LITTLEBURY HOMEOWNERS' ASSOCIATION  
PO BOX 764  
FAIRVIEW, TN 37062-0764

May 20, 2021

### Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

|                               |                                  |                    |            |
|-------------------------------|----------------------------------|--------------------|------------|
| <b>SOS Control # :</b>        | <b>001202378</b>                 | Formation Locale:  | TENNESSEE  |
| <b>Filing Type:</b>           | Nonprofit Corporation - Domestic | Date Formed:       | 05/20/2021 |
| <b>Filing Date:</b>           | 05/20/2021 3:35 PM               | Fiscal Year Close: | 12         |
| <b>Status:</b>                | Active                           | Annual Report Due: | 04/01/2022 |
| <b>Duration Term:</b>         | Perpetual                        | Image # :          | B1035-6170 |
| <b>Public/Mutual Benefit:</b> | Mutual                           |                    |            |
| <b>Business County:</b>       | WILLIAMSON COUNTY                |                    |            |

#### Document Receipt

|   |             |          |
|---|-------------|----------|
| Receipt # : 006376069   | Filing Fee: | \$100.00 |
| Payment-Credit Card - State Payment Center - CC #: 3807236995 |             | \$100.00 |

**Registered Agent Address:**  
TONY CAVENDER  
6452 MURRAY LN  
BRENTWOOD, TN 37027-5615

**Principal Address:**  
6452 MURRAY LN  
BRENTWOOD, TN 37027-5615

Congratulations on the successful filing of your **Charter** for **LITTLEBURY HOMEOWNERS' ASSOCIATION** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website ([www.tn.gov/revenue](http://www.tn.gov/revenue)) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett  
Secretary of State

**BY-LAWS  
OF  
LITTLEBURY HOMEOWNERS' ASSOCIATION**

**ARTICLE I  
DEFINITIONS**

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

Section 1. "Association" shall mean Littlebury Homeowners Association 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.



**ARTICLE II**  
**NAME AND LOCATION**

The name of the Association is Littlebury Homeowner's Association. The principal office of the Association shall be located at management company office or at such other 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, Williamson County, 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 (if necessary, to comply with Federal Regulations) be held no later than the earlier of the following events:(a) Four (4) months after all the Lots have been sold by the Developer or (b) Three (3) years following conveyance of the first Lot by the Developer. Each subsequent regular annual meeting of the Members shall be held within fifteen (15) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board of Directors.

**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 of the votes of the Class A membership.

**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, fifty percent (50%) 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, as provided in the Declaration, 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 three-fourths (3/4ths) of the total votes, then a writing signed by members holding three-fourths (3/4ths) of the total votes of all members would be effective as if such approval was given at a meeting duly 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 IV** **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 (as defined in the Declaration). After the Transfer of Control (as defined in the Declaration), 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 V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-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.

## ARTICLE VI 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 VII**  
**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, 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 the voting rights and right to use recreational facilities of a Member 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, and a reasonable financial assessment 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) 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 VIII** **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 of the 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 and shall co-sign all checks and 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; shall together with another officer sign all checks and promissory notes of the Association; 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. In addition, the Board of Directors shall 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.

### True Copy Certification

I, Christopher M. Corriveau, do hereby make oath that I am a licensed attorney and /or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

*Christopher M. Corriveau*  
Signature

State of Tennessee  
County of Davidson

Personally appeared before me, Rachel Marie Collins, a notary public for the state of Tennessee, Christopher M. Corriveau who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

*Rachel Marie Collins*  
Notary Signature

My Commission Expires: 3-6-2024

