

May 7, 2019

Westwood Management Company
Attention: Ms. Cody Blair
109 International Drive
Suite 220
Franklin, TN 37067

Re: Millgate Homeowners Association | Final Documents

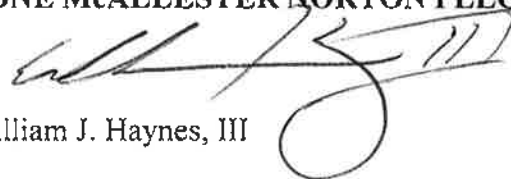
Dear Cody:

Enclosed with this letter is the "SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EXHIBITS FOR MILLGATE HOMEOWNERS ASSOCIATION, INC." that was recorded with the Office of the Register of Deeds for Williamson County, Tennessee on May 3, 2019.

Should you have any questions regarding the enclosures, please do not hesitate to call me.

Sincerely,

BONE McALLESTER NORTON PLLC



William J. Haynes, III

WJH:lw
Enclosures CC&Rs w/exhibits A-C

**BK/PG:7616/740-802
19015741**

63 PGS : RESTRICTIONS	
JENNIFER NEILL	592357 - 19015741
05/03/2019 - 03:15:30 PM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	330.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	332.00
STATE of TENNESSEE, WILLIAMSON COUNTY	

THIS INSTRUMENT PREPARED BY:
Bonc McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

SHERRY ANDERSON

REGISTER OF DEEDS

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
MILLGATE HOMEOWNERS ASSOCIATION, INC.**

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THIS INSTRUMENT PREPARED BY:

Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, Tennessee 37219

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MILLGATE HOMEOWNERS
ASSOCIATION, INC.**

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made effective the 1st day of April, 2019, by **MILLGATE HOMEOWNERS ASSOCIATION, INC.**, a Tennessee nonprofit corporation (the "Association"), based on a Majority Vote (as defined herein).

WITNESSETH:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Millgate was recorded in Book 3226, Page 1 in the Register's Offices for Williamson County, Tennessee, as amended by Amendment to Declaration of record in Book 4623, Page 229, said Register's Office and Amendments to CC&R of record in Book 4680, page 930, said Register's Office (collectively, the "Original Declaration"), which encumbers the property known as Millgate, and described on Exhibit A attached hereto (the "Properties"), which is a planned unit development formed pursuant to T.C.A. § 66-27-103;

WHEREAS, the Original Declaration was amended and restated by that certain Amended Declaration of Covenants, Conditions and Restrictions for Millgate ("Amended Declaration") was recorded in Book 5343, Page 625 in the Register's Offices for Williamson County, Tennessee; which currently encumbers the Properties, to reflect that the rights of the Declarant, as defined in the Original Declaration, have expired as well as other certain matters;

WHEREAS, the Association desires to amend and restate the Amended Declaration;

WHEREAS, pursuant to Article XII, section 2, the Amended Declaration may be amended by "Majority Vote," as defined in Article I, Section 15 of the Amended Declaration; and

WHEREAS, the Secretary of the Association has certified that the requisite number of votes necessary to amend the Declaration has been obtained.

ARTICLE I

Definitions

Section 1. "Assessments" shall mean assessments for Common Expenses, attached Common Expenses and other items provided for herein, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and

occupants of Homes and of maintaining the Properties, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below. The term "Assessments" shall include, without limitation, General Assessments and Special Assessments.

Section 2. "Association" shall mean and refer to Millgate Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 3. "Area of Common Responsibility" shall mean the Common Area, and those certain Attached Common Elements and other areas that are the responsibility of the Association to operate, care for, upkeep or maintain under this Declaration.

Section 4. "Attached Common Elements" shall mean the structures and improvements located on the Lots, but excluding the interior, nonstructural portions of each Home extending to its outermost unfinished interior walls, floors, and ceilings. Attached Common Elements shall include, without limitation, the foundations, walls (excluding the outermost unfinished interior walls, floors, and ceilings of a given Home), roofs, vents (excluding dryer vents), stacks, utility connections, stoops, porches, gutters, downspouts, window frames, fences and sidewalks of the Homes. The Attached Common Elements are not subject to common ownership, as each Owner has fee simple title to the Owner's Lot and all improvements thereon. However, certain Attached Common Elements may be subject to common maintenance and insurance as set forth, for example, in Articles IV, V, VIII, and IX of this Declaration.

Section 5. "Attached Common Expenses" shall mean and include the actual and estimated expenses of maintaining the Attached Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 6. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the Bylaws of the Association.

Section 7. "Bylaws" shall mean the Second Amended and Restated Bylaws of Millgate Homeowners Association, Inc. attached hereto as Exhibit C and made a part hereof, and as may be amended from time to time.

Section 8. "City" shall mean the City of Franklin, Williamson County, Tennessee, together with its subdivisions, committees and agents.

Section 9. "Common Area" shall mean the Properties and any improvements thereto, but excluding the Lots, the Attached Common Elements the Homes and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to the common areas, the entrance, entrance gates (auto and pedestrian) open spaces and platted lots designated as common area and/or open spaces shown on the Plat and any and all vehicular roadways, parking areas, landscaping and irrigation systems, fences, structures, sidewalks, community signage, walls, monuments, illumination of common areas, common utilities, storm water system, fountains and other improvements located on

such common areas expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Properties.

Section 11. "Declarant" shall mean Ralston Hill Joint Venture, a Tennessee joint venture, or its successor as Declarant under the Original Declaration.

Section 12. "Home" shall mean an independently owned structure on a Lot that is attached to another independently owned structure located on a Lot.

Section 13. "Lot" shall mean those lots designated on the Plat for private ownership, as opposed to Common Area.

Section 14. "Majority Vote" shall mean the affirmative vote (in person or by proxy) or written consent, or any combination thereof of the Members representing sixty-seven (67%) percent of the total votes of the Association.

Section 15. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 16. "Mortgage" shall include a deed of trust or mortgage encumbering any Lot.

Section 17. "Mortgagee" shall include a beneficiary under or holder of a note secured by a Mortgage.

Section 18. "Mortgagor" shall include the trustee or grantor of a Mortgage.

Section 19. "Owner" shall mean and refer to one or more Persons or entities who holds or hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the Owner of a Lot which is under lease shall be as follows: for the purpose of membership, including matters related to voting and assessments, the record owner or owners of the Lot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant or tenants residing in the Home.

Section 20. "Person" shall mean a natural person, a corporation, a partnership, limited liability company, trust, trustee, or other legal entity.

Section 21. "Plat" shall mean the plat of the Properties of record at Book 42, page 121 in the Register's Office for Williamson County, Tennessee, a copy of which is attached as Exhibit B.

Section 22. "Properties" shall mean and refer to the real property described in Exhibit A attached hereto.

ARTICLE II

Property Rights

Section 1. Common Area. Every Owner shall have a right and easement of enjoyment in and to the Common Area that is appurtenant to the title to such Owner's Lot, subject to any restrictions or limitations contained in this Declaration or in any deed or amendment thereto conveying the Common Area to the Association or subjecting the Common Area to this Declaration.

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks located on each Lot, subject to any restrictions or limitations contained in this Declaration or in any deed or amendment thereto conveying such Lot to the Association or subjecting such Lot to this Declaration.

Section 3. Delegation of Use. Any Owner may delegate the Owner's right of enjoyment of the Common Area and sidewalks to the members of the Owner's family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time. The Board of Directors may condition use of the Common Area and Sidewalks by tenants upon registration of the names of tenants with the Association.

ARTICLE III

Membership and Voting Rights

Section 1. Membership in the Association. Every Owner shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from fee interest ownership in the applicable Lot, and any transfer of a Lot shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership.

Section 2. Voting. Each Member shall have one vote per Lot owned by such Member.

ARTICLE IV
Maintenance

Section 1. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

- (a) The Association shall maintain and keep in good repair the Common Area. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all roadways and streets, all trees, landscaping and other flora,

structures, irrigation system, storm water control and any other improvements situated upon the Common Area. The Association shall also maintain all trees, and where the Board of Directors deems necessary and appropriate, remove or replace trees and plants.

(b) With respect to the Homes and any Lots annexed thereto, the Association shall also be responsible for maintaining the front, rear and side yards of each Home, even though such yards are not part of the Common Area. Except as otherwise indicated in Section 3(a) below, front, rear and side yard maintenance shall include cutting of grass, edging, weeding, and landscape maintenance, fertilizing, pest control (which may not include termite prevention), and maintenance of that portion of the irrigation system serving the Homes (the "Irrigation System"), whether the Irrigation System is located on the Lots or in the Common Area. Maintenance of the Irrigation System shall include the cost of maintaining and operating the irrigation system pumps, lines, and heads.

(c) The Association shall maintain and keep in good repair such Attached Common Elements and other items for which it is responsible under this Declaration. Such maintenances can include, without limitation, maintenance, repair and replacement of the Attached Common Elements; and property insurance for the Attached Common Elements and fixtures, as set forth in Article V below.

(d) The Association shall maintain and keep in good repair all sidewalks in the Common Areas and connecting to the patios and porches of the Lots.

Section 2. Schedule of Common Areas – Maintenance. Schedule 4.1.2 to this Declaration contains a chart of Common Elements and other aspects of the Home and Lot for which each Association is responsible for maintenance and repair.

Section 3. Owner's Responsibility. Except for items to be maintained by the Association as provided in Article IV, Section 1 above and elsewhere in this Declaration:

(a) Each Owner shall have the sole responsibility for maintaining and keeping such Attached Common Elements and other items for which it is responsible under this Declaration, as well as the Owner's Home and Lot, in good repair and a clean, sanitary, and attractive condition. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, and including without limitation, roofs, interior walls, exterior and interior windows, window screens, doors, glass, ceilings, floors, door and permanent fixtures thereto, the flashing on the roof of the Owner's Home, porches and driveways located on the Lot, the patio areas (including walls and dividing walls and grass/plant areas adjacent to the patios), enclosed patios, and/or courtyards.

(b) Each Owner shall keep its Lot free from rubbish, litter, and noxious weeds.

Section 4. Allocation of Flashing Responsibilities. Except as otherwise provided in Schedule 4.2.4 to this Declaration, an Owner shall have responsibility for the flashing installed on the roof of the Owner's Home. An Owner shall not be responsible for any flashing located on a connecting wall for that portion of the roof. For example, flashing around the highest part of a

chimney on a Home shall be the responsibility of the Owner of that Home, but the flashing at the base of the chimney wall shall be the responsibility of the Owner of the adjoining Home (end unit).

Section 5. Allocation of Chimney Responsibilities. Chimneys that service multiple units shall be the shared responsibility of the Owners whose Homes are serviced by such chimneys. The Board shall allocate responsibilities for chimneys servicing multiple Homes as it deems necessary and appropriate.

Section 6. Maintenance of Attached Common Elements, Home and Lot Per Community Wide Standard. Each Owner shall maintain such items for which it is responsible under this Declaration, as well as the Owner's Home and Lot in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

Section 7. Schedule of Attached Common Elements -- Maintenance. Schedule 4.2.7 to this Declaration contains a chart of Attached Common Elements and other aspects of the Home and Lot for which each Owner is responsible for maintenance and repair.

Section 8. Dispute Resolution. In the event that a dispute arises between an Owner and the Association, or between Owners, regarding the rights, obligations and responsibilities under this Article IV, the Association shall resolve such a dispute in accordance with such rules and regulations as may be established by the Board from time to time.

ARTICLE V

Insurance and Casualty Losses

Section 1. Insurance.

(a) The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have a combined single limit for bodily injury and property damages of at least One Million Dollars (\$1,000,000.00) per occurrence.

(c) The Board shall also maintain property insurance on the improvements on the Attached Common Elements, and on any fixtures within the Homes (the "Home Insurance"). Each Owner of a Home, and any tenant thereof, shall maintain a separate

liability insurance and shall maintain property insurance on the Home and Lot sufficient to cover the items listed in Article IV Section 3(a) and Schedule 4.2.7 of this Declaration, as well as affixed equipment, personal property, and other contents of the Home, as well as any additional improvements to the Home that are not to be insured by the Association, in each case with the Association named as an additional insured.

(d) Premiums for all insurance required by this Article V to be maintained by the Association shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(e) All such insurance coverage obtained by the Association shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

- (i) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, an equivalent rating.
- (ii) All insurance policies for the Homes shall be for the benefit of the Owners and their Mortgagees, as their interests may appear.
- (iii) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.
- (iv) All property insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with similar properties in the Franklin, Williamson County, Tennessee area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;
- (ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

- (iii) that no policy may be canceled, invalidated or suspended on account of any one or more individual Owners;
 - (iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or Mortgagee;
 - (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
 - (v) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.
- (g) In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, a fidelity bond or bonds on directors, officers, employees and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the Directors' reasonable business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. As set forth in Article XII, Section 5 of this Declaration, the Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

- (a) Insurance on Common Area,
 - (i) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.
 - (ii) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a)(i) hereof.

(b) Insurance on Homes. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds or such portion thereof as may be required for such purpose shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs or repairs or reconstruction to a Home or, in the event no repair construction is made after making such settlements as is necessary and appropriate with affected Owner or Owners and their Mortgagees as their interest may appear, shall be retained by the benefit of the Association and placed in the capital improvement account. This is a covenant for the benefit of any Mortgagee of a Home and may be enforced by such Mortgagee.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at a Special Meeting (as defined in the Bylaws) called in accordance with the Bylaws at least sixty-seven percent (67%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the damaged portions of the Common Area shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition and the remaining insurance proceeds shall be delivered pro rata to the Owners.

(c) As to the Home Insurance carried by the Association with respect to the Attached Common Elements, and on any fixtures within the Homes, the insurance proceeds shall be used to repair and restore the damaged Home(s).

(d) In the event of fire or casualty, if insurance is insufficient to repair or reconstruct the Attached Common Elements, and on any fixtures within the Homes, the Owner of Home shall be responsible for paying any shortage to repair the construction. In the event of damage to more than one Home, the shortage amount shall be allocated by the proportion that the repair cost of each individual Home bears to the total repair cost.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners, or the Owner(s) of the Home(s) or Lot affected.. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Article V to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

Section 6. Special Assessments Related To Insurance Deductible. In the event that the Association is required to make a claim on any insurance policy for damage or destruction to any Home or Lot, then the Association shall levy a Special Assessment (as defined in Article IX Section 5 of this Declaration) in an amount equal to the applicable deductible on the Owner of each affected Home or Lot. Any such Special Assessment shall be assessed in equal parts on each such Owner of an affected Home or Lot.

ARTICLE VI

No Partition

The Association shall own the Common Area for the common use and enjoyment of the Owners, and in this regard, the Association shall not be dissolved, nor shall it dispose of any Common Area, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Area in accordance with this Declaration and any such transfer shall furthermore, conform to the Plat. Likewise, there shall be no physical partition of the Common Area or any part thereof. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII

Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or

replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements in the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. With respect to the condemnation of any Homes, the condemnation proceeds will be fairly shared by the affected Owners and the Association as their interests may appear. Any condemnation proceeds allocated to the Association shall be used to repair, reconstruct or fulfill the Association's ongoing maintenance responsibilities toward the remaining Homes adversely affected by the condemnation.

ARTICLE VIII

Rights and Obligations of the Association

In addition to the powers delegated to the Association by its Articles of Incorporation and the Bylaws, the Association shall have the obligation to perform each of the following duties related to the Properties and Common Area:

Section 1. Operation and Maintenance of Common Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association and the Owner over and within the Common Area and/or the Lots and to keep all improvements, if any, of whatever purpose from time to time located on the Common Area in good order, condition, and repair. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien free title to the Common Area, excepting only a lien for current taxes not yet due and payable, provided, however, that the Association may mortgage or convey the Common Area with a Majority Vote.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Area.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB± or better, and maintain in force at all times such insurance as is required by this Declaration.

Section 5. Personal Property and Real Property for Common Use. To acquire, hold, and dispose of tangible and intangible personal property and real property for common use.

Section 6. Rules and Regulations. To make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, suspension of the right to vote and suspension of the right to use the Common Area. The Association shall have the power to seek relief in any court for violations of the rules and regulations or to abate nuisances. In addition, the Association may, by contract or other agreement, enforce City and county ordinances or permit the City (including Williamson County) to enforce ordinances on the Properties for the benefit of the Association and the Owners.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

Assessments

Section 1. Creation of Assessments. There are hereby created annual Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors as set forth in this Declaration (collectively, the "Annual Assessments").

Section 2. General Assessments. The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Lots as a whole, including without limitation, expenses incurred by the Association in fulfilling its, maintenance set forth in Article IV, Section 1 ("General Assessments"). General Assessments be allocated equally among all Lots.

Section 3. Assessment Obligation.

(a) Each Owner, by acceptance of a deed to the Owner's Lot, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration, whether or not such obligation is so expressed in such Deed.

(b) All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen (16%) per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each

Assessment is made. Each Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the Assessment arose, and the Owner's grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments that accrued prior to such acquisition of title.

(c) Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Annual Assessment levied on a particular Lot on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in monthly installments.

(d) Assessments cannot be increased more than ten percent (10%) per annum without a Majority Vote.

Section 4. Computation of Annual Assessment.

(a) It shall be the duty of the Board, at least forty-five (45) days before the beginning of the fiscal year and fifteen (15) days prior to the meeting at which the budget shall be presented to the Members, to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 7 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget, provided that the Board may not increase Assessments more than ten percent (10%) per annum except as set forth in Article IX, Section 3. The Board shall cause a copy of the Operating Budget, and the amount of each Assessment to be levied against each Lot for the following year, to be delivered to each Owner at least ten (10) days prior to the meeting. The Operating Budget, together with The Capital Budget and the Annual Assessments (collectively, the "Budget"), shall become effective unless disapproved at the meeting by a Majority Vote.

(b) Notwithstanding the foregoing, however, in the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year.

Section 5. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy Special Assessments from time to time ("Special Assessments"). Special Assessments may be levied for the following purposes:

(a) to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto;

- (b) against all Lots, for such expenses determined by the Board to benefit the Association as a whole;
- (c) against particular portions of the properties, for such expenses determined by the Board to benefit the Association as a whole; or
- (d) against particular Lots to reimburse the Association for costs incurred in maintaining such Lots upon failure of the Owner to do so, and other expenses attributable to such Lot, the Home or the Owner ("Owner Expenses"), as set forth in this Declaration.

Except for Special Assessments for Owner Expenses and except for Special Assessments imposed under Article V, Section 4 and Article XII, Section 7(f) hereof, a Special Assessment must be approved by vote or written consent of (a) Majority Vote; or (b) sixty-seven percent (67%) of the Owners directly affected or benefited by the Special Assessment, if in the opinion of the Board, less than all of the Owners are benefited.

Section 6. Lien for Assessments.

- (a) To secure the payment of any Assessment and/or fine imposed by the Association pursuant to this Declaration (each such fine, a "Fine"), a lien is expressly retained in favor of the Association on each and every Lot. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.
- (b) For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns (hereinafter referred to as "Trustors"), hereby transfer and convey unto Douglas S. Hale, Trustee, his successors and assigns, their respective Lots with the appurtenances, estate, title and interest thereto belonging, in trust with power of sale upon the use and trusts set forth in this paragraph.
- (c) If each Trustor shall pay such Trustor's Assessments and Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Lot. If the Assessments and Fines with respect to any Lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three publications in any newspaper, daily or weekly, published in Williamson County, Tennessee, to sell said Lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Lot, and shall only account for the net rents actually received by it. It

is further agreed that, in the event the Association fails, before instructing Trustee to sell said Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to the purchaser by the Trustee of a deed for said Lot. In the event of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(ii) Second, to the payment of all taxes which may be unpaid with respect to such Lot;

(iii) Third, to the payment of all unpaid Assessments and Fines with respect to such Lot; and

(iv) Fourth, the residue, if any, will be paid to the Owner of such Lot, Such Owner's order, representatives or assigns or to any other person legally entitled thereto.

(d) In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Williamson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

(e) The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Lot at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 5 hereof. With respect to any Lot owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Lot; (2) no Assessment shall be assessed or levied on the foreclosed Lot; and (3) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

(f) Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

Section 7. Capital Budget and Contribution. As noted in Article IX, Section 4, above, the Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replacable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 4 of Article IX.

Section 8. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed \$25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special and Fines, on a specified Lot have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 9. Start-up Assessments and Fees. Upon request of the Association, an Owner acquiring a Lot shall pay to the Association at closing of the Lot acquisition a start-up assessment fee equal to two months' Assessment, to provide the Association with working capital, and reasonable administrative fees incurred by the Association related to transfer of ownership ("Start-up Assessment"). This one time Start-up Assessment shall be in addition to the regular Assessments provided for above, and shall be payable to the Association at the time the deed transferring the Lot to the new Owner is delivered. The Association also reserves the right to charge such incidental fees that are necessary and appropriate to ("Start-up Fees.")

ARTICLE X

Architectural Standards

No Person shall construct any Home or other improvements upon a Lot, or after completion of such Home or other improvements, make any repairs, replacements, modifications, additions or alterations to such Home or any structure thereon or improvement thereto, without the prior written approval of the Board. In the event the Board fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved. In no event shall the Board approve, by affirmative action or by failure to act within the 45-day period set forth above, any plans violating the use restrictions set forth in Article XI below or the architectural covenants that have been submitted to and approved by the City as set forth below (the "City Requirements"). The Board may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures promulgated in accordance with Article III(C), Section 6(c) of the Bylaws. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article.

ARTICLE XI
Use Rules and Restrictions

In addition to all other covenants contained herein, the use of the Properties is subject to the following rules and restrictions.

Section 1. Animals.

- (a) No animals, reptiles, rodents, livestock, or poultry of any kind shall be raised, bred, or kept in or on any Lot, except for a maximum of two dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Home, provided such pets are not kept, bred, or maintained for any commercial purposes. Notwithstanding the above, no animals or fowl may be kept in or about any Lot if such keeping results in an annoyance or is obnoxious to residents in the vicinity.
- (b) Each Owner shall be absolutely liable to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Lot or on the Common Area by any Owner or by members of its family, guests or invitees.
- (c) Owners shall be responsible for cleaning up after their pets.
- (d) The Board shall determine conclusively, in its sole and absolute discretion, whether for purpose of this rule, a particular animal, bird, fowl, poultry or livestock is a nuisance and therefore needs to be removed from the Properties.
- (e) No pet outside of a home or enclosed patio is allowed to be unattended.
- (f) As stated by city and county governments, all dogs are required to be on a leash when out of a home or enclosed area.

Section 2. Association To Landscape Common Area-Owner Responsibilities As To Shrubs, Trees, Grass, Plants or Landscaping on Lot.

- (a) Except as otherwise provided in this Declaration, the Association shall have the right and obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area located on the Properties, and subject to the conditions stated below, on all or any portion of a Lot maintained by the Association under Article IV, Section 1 ("Maintenance") of this Declaration.
- (b) No Owner shall plant any shrubs, trees, grass, plants, or other landscaping without first obtaining the written consent of the Board of the Association.
- (c) No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants, or other landscaping maintained or placed upon or about the Owner's Lot by the Association, without first obtaining the written consent of the Board of the Association.
- (d) The Owner is responsible for maintaining in good condition and appearance all plants located on the Owner's Lot that are visible from the streets.

Section 3. Compliance With Laws. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the Lots.

Section 4. Damage from Plants

- (a) No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Lot that shall damage or create a nuisance on another Lot.
- (b) The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purposes of this Section, a particular plant, tree, shrubbery, or other item is a nuisance and therefore to be removed from the Properties.
- (c) Plants, trees and shrubs planted on an Owner's patio or walkways shall not be a type that could potentially damage building foundations or fences.

Section 5. Drapes. Any drapes or window treatments in any Home which can be seen from the exterior of the Home shall be lined or backed with material which is (i) white, (ii) off-white or (iii) neutral (collectively, "Approved Drape Colors"), so that no color other than the Approved Drape Colors be seen on the window treatment from the exterior of the Home.

Section 6. Dryer Vents. Effective June 1, 2017, all dryer vents must be professionally cleaned on a biennial basis (every two (2) years). Proof of cleaning, such as a copy of an invoice, must be provided to the Association.

Section 7. Easement to Make Repairs. Each Home shall be subject to an easement for access in favor of any adjoining Home and structure therein; provided, however, that:

- (a) Any damage caused by such entry shall be repaired at the expense of the Owner whose Home was in need of the repair work that led to such entry;
- (b) Any such entry shall be made only at reasonable times and with as little inconvenience as possible to the Owner of the entered Home; and
- (c) In no event shall said easement be deemed to permit unauthorized entry into the interior portion of any residence.

Section 8. Exterior Damage. Owners will be held financially responsible for any damage caused in Common Areas by Owner, Owner's family, tenants, tenant's family, guests, or invitees.

Section 9. Exterior Lighting. Any change or addition to the exterior lighting on each home, requires prior written approval from the Board of Directors. Only white or clear bulbs will be permitted.

Section 10. Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any portion of the Properties without the prior written consent of the Board of Directors. Notwithstanding the approval of same by the Association, none of same may be visible from a street or roadway.

Section 11. Exterior Safety. Obstruction of walkways, entrance ways, driveways and streets is prohibited.

Section 12. Exterior Structures.

(a) No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Properties, except as approved by the Association as provided in Article X of this Declaration.

(b) No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Lot, or any portion of the Common Area, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Association with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, location and other matters identified in Article X of this Declaration. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association.

Section 13. Garbage Collection and Storage of Items.

(a) Owners shall place all garbage containers and recyclable materials curbside in accordance with the City's required timeframes.

(b) Owners shall remove garbage containers and recyclable material containers promptly from curbside after pickup, in accordance with the City's prescribed timeframes.

(c) All rubbish, trash and garbage shall be removed from the Properties regularly and shall not be allowed to accumulate thereon.

(d) Garbage containers and recyclable containers shall be stored in the garage or in such a manner as not to be visible from neighboring properties or the street.

(e) All clothes lines, woodpiles, storage areas, machinery or equipment shall be kept in such a manner as not to be visible from neighboring properties or the street.

(f) No incinerators shall be kept or maintained on any Lot.

Section 14. Garage Doors. Garage doors are to be kept closed except for entrance, exit or when a person is in attendance. Partially opened doors of up to three feet are allowed on a limited basis without a person in attendance.

Section 15. Hot Tubs, Spas and Pools. No Lot shall have a hot tub, spa or pool that is visible from any street. Any hot tub, spa or pool shall be drained and maintained in such a manner as not to release water on any other Lot or the Common Area.

Section 16. Infections, Plant Diseases or Insects. No Owner shall permit anything or condition to exist upon any portion of the Owner's Lot that shall induce, breed or harbor infections, plant diseases, vermin or noxious insects.

Section 17. Leases.

(a) Lease of a dwelling purchased after December 8, 2008 from the Declarant or a dwelling transferred by sale, gift, devise or otherwise from a current owner after December 8, 2008 shall not be allowed. Each dwelling purchased after December 8, 2008, or resold or transferred in any way by a current owner after December 8, 2008, shall be occupied only by the Owner and the Owner's immediate family.

(b) Owners who are permitted herein to lease their Homes must provide tenants with a copy of the Association rules, as well such amendments or updates to those rules that may be enacted from time to time. No less than ten (10) calendar days prior to entering into any Lease, the Owner shall provide the Association with a proposed copy of the written lease agreement and such forms and other background information as may be required by the Board of the Association. The Association reserves the right to withhold consent to any Lease where it reasonably concludes that the proposed tenant poses a danger or potential danger to the health and well-being of the Members, and such consent shall not be unreasonably or unlawfully withheld.

Section 18. Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on, in or upon any Lot or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with Owners' quiet enjoyment of their respective Lots, or that shall increase the rate of insurance in any way. Examples of activities that can threaten an Owner's quiet enjoyment include, but are not limited to:

- (a) prolonged barking of an unattended dog;
- (b) playing loud music; and
- (c) conversing in the Common Areas in a loud and boisterous manner.

Section 19. Residential Use

(a) Except as otherwise provided in this Declaration, each Home shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Lot more than one single-family residence.

(b) Except as otherwise provided in the CC&Rs, the Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Lots authorized under this Declaration.

Section 20. Reasonable Inspection and Entry. The Board shall have the right of inspection and entry in order to perform the duties and obligations of the Board under this Declaration and the By-Laws. In addition, the Association, and its designees, shall have the right to enter upon a Lot for the purpose of cutting grass, hedges, shrubbery and providing other maintenance as required.

Section 21. Roof Use.

(a) No one other than duly authorized representatives of the HOA's Board, their agents or assigns, shall be permitted to be upon the roofs of a Home, including the roofs of the porches, without the express permission of the Board.

(b) There shall be no furniture, plants or other personality on the roof of any Home, including the roofs of the porches.

Section 22. Signs and Billboards. No signs or billboard of any kind shall be displayed to the public view on any Lot or Home or portion of the Common Area, except for (i) directional or informational signs, established by the Association, and (ii) one sign not in excess of six square feet erected by an Owner upon the Owner's Lot to advertise the sale of that Lot.

Section 23. Sports Equipment. No Lot shall have any exterior permanent, temporary or portable basketball goal, soccer goal and baseball or soccer return nets or other sports equipment. Such equipment is also prohibited from being placed in the Common Area.

Section 24. Storage Units. There shall be no P.O.D.s or other portable or permanent storage units in the Common Area or in the driveways or yards of any Lot for a period longer than 48 hours and only if the Owner is engaged in the process of moving.

Section 25. Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against the Owner's Home and the utility charges for the Owner's Home.

Section 26. Temporary Structures. No structure of a temporary character, or other out-building shall be used on any Lot or the Common Area at any time as a residence or otherwise, either temporarily or permanently.

Section 27. Trade or Business.

(a) No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Home or upon the Common Area or any portion thereof without the prior approval of the Board of Directors.

(b) The Board may disapprove such a trade or business in the event that determines that the trade or business would have a negative impact on the Properties, including, without limitation, creating problems related to traffic, parking, or security.

(c) In determining whether to approve a trade or business conducted in a Home, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Properties.

(d) In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, then the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval.

Section 28. Vehicles.

(a) Residents' personal/noncommercial cars, trucks and vans are permitted to park in their enclosed garages and driveways, as well as, guest parking areas. No such vehicles may be stored long term on any portion of the Common Area unless a space has been designated for such use by the Association.

(b) Residents' commercial cars, trucks and vans are only permitted to park in their enclosed garages unless a space has been designated for such use by the Association. No such equipment may be stored long term or permitted to remain upon a driveway or any portion of the Common Area.

(c) Trailers, campers, boats, or disabled cars, or similar equipment are to be parked only in the Owner's or resident's enclosed garage, unless a space has been previously approved and designated for such use by the Association. No such equipment may be stored long term or permitted to remain upon a driveway or any portion of the Common Area.

(d) No vehicle may be parked on the street. Residents who wish to utilize certain areas of the roadway for temporary on-street parking, must request a variance in advance from the Board of Directors to permit such parking.

(e) No vehicle may be parked in any location within the community that would interfere with access by any resident to his or her Lot, mailbox, driveway or garage or that would impede access to the Lot by an emergency vehicle.

(f) Vehicles may not park on unpaved portions of the Common Area.

(g) Vehicles may be temporarily parked in Common Areas for packing and unpacking for a period of up to 24 hours.

(h) Vehicles equipped with faulty or "sport" mufflers or that otherwise fail to keep engine noise at the level of an average passenger vehicle are not allowed on the property.

(i) All homeowners and residents are responsible for informing their tenants, guests, children and visitors about the Association's parking restrictions.

(j) The Association reserves the right to cause any vehicle parked in violation of this Section to be towed, at expense of the vehicle owner. Furthermore, the vehicle owner (i.e., an Owner or an Owner's guest, tenant, invitee, etc.) shall bear full and complete responsibility for all expenses and damages related to enforcement of this Section, and

shall agree to hold the Association, its officers, board and agents harmless from any and all liability, costs, or fees that may be incurred in defending any enforcement actions undertaken which were not directly authorized by the Board or its designee.

(k) Owners of Lots whose tenants, residents, and/or guests violate the motor vehicles and parking policies shall be held liable for any damages to the Association caused directly or indirectly by the violation, including the costs of enforcement and any legal costs.

Section 29. Yard Sales. No garage sales, yard sales, estate sales or the like will be permitted without the prior approval of the Board.

Section 30. Additional Restrictions. The Board shall be entitled to impose additional rules and regulations from time to time for the operation, use, and maintenance of the Properties located within its jurisdiction, including the Lots and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 31. Inspection and Enforcement. The Board may establish procedures and policies for inspection of Homes and Lots and enforcement of the requirements of Article XI of this Declaration. Notwithstanding the foregoing, no policies created by the Board under this Section shall relieve the Owners of their responsibilities for maintenance of the Homes and Lots, as set forth in this Declaration.

Section 32. Use of Common Area at Own Risk. The Association, its Members, and the Owners shall be and remain wholly free and clear of any and all liability to, or claims by, Owners, and all persons and entities, of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect to the use and operation of, the Common Area or any improvements, fixtures, and facilities therein. In this respect, it shall be the affirmative duty and responsibility of each Owner, tenant and user of the Common Area to inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Area enjoy, and visit the same at their own risk and peril.

ARTICLE XII

General Provisions

Section 1. Term. Subject to the provisions set forth in this Declaration applicable to Common Area, which shall run in perpetuity, the covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association, any Owners, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date the Original Declaration was recorded. After the initial thirty (30) year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, approved by Majority Vote and the City, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change the term of said covenants and restrictions,

in whole or in part, or to terminate the same. Any change in the term of this Declaration, including, but not limited to the termination of the same, shall require the prior written approval of the City.

Section 2. Amendment. This Declaration may be amended by Majority Vote. Any amendment shall not become effective until recorded in the Register's Office for Williamson County, Tennessee.

Section 3. Notice. Whenever a notice is to be delivered hereunder, the same shall be delivered, either personally, by U.S. mail or by email. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the recipient at the address as it appears on the records of the Association, with postage thereon prepaid. If emailed, notices shall be deemed delivered when sent to the email address of the recipient as it appears on the records of the Association.

Section 4. Electronic Communication. Any notice, approval or other action to be sent in writing hereunder may be sent by email, mobile text or other electronic means.

Section 5. Indemnification. The Association shall indemnify its officers and directors against any and all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party, or may become involved, by reason of being or having been an officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate liability and Directors' and Officers' Errors and Omissions insurance to fund this obligation, if such insurance is reasonably available.

Section 6. Easements of Encroachment.

(a) There shall be reciprocal appurtenant easements of encroachment as between each Home and such portion or portions of the Common Area adjacent thereto or as between adjacent Homes, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three feet, as measured from any point on the common boundary between each Home and the adjacent portion of the Common Area or as between said adjacent Homes, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association. There also shall be reciprocal appurtenant easements of encroachment as between each Home and such

portion or portions of the Common Area adjacent thereto or as between adjacent Homes, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three feet, as measured from any point on the common boundary between each Home and the adjacent portion of the Common Area or as between said adjacent Homes, as the case may be, along a line perpendicular to such boundary at such point.

(b) Each of the Owners grants the Association a permanent easement over that portion of its Lot between the street and the Home for the purpose of installing, maintaining, operating, and replacing the irrigation system benefiting the Homes and the Common Area in proximity thereto. Each of the Owners further grants the Association a permanent easement over those portions of its Lot described in Article IV, Section 1(b) for the purpose of enabling the Association to fulfill its maintenance obligations set forth in Article IV, Section 1(b).

(c) Each Owner of a Home at the end of a string of Homes (an "Exterior Home") grants a permanent easement for ingress and egress through and across such Exterior Home and the Owner's Lot to the interior Homes and Lots located in the same string of Homes as the Exterior Home. Said easement shall be for the placement, repair and maintenance of structural improvements and all plumbing, electrical, gas, air conditioning and heating utilities and improvements, including the right to repair, service and replace same, it being understood that some or all of such services and improvements shall be placed adjacent to the exterior wall of Exterior Homes and Lots to service interior Homes and Lots that do not have a side yard.

(d) In the event that any streets or roadways granting ingress or egress to a Lot are included in the Common Area, all Owners of such Lots shall have a permanent easement for ingress and egress over such streets or roadways. Any conveyance or encumbrance of such streets or roadways shall be subject to such easement.

Section 7. Easements for Utilities, Etc.

(a) There is hereby granted to the Association blanket easements upon, across, over, and under all of the Properties for ingress, egress, installation, replacing, repairing, and maintaining security and similar systems, irrigation systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, and electricity. The Board shall, upon written request, grant such easements as may be reasonably necessary for the development, maintenance or alteration of any portion of the Properties.

(b) There is hereby reserved unto the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws, and Association Rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Lot shall be subject to all easements heretofore or hereafter granted by the Declarant or the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Properties.

(d) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections or any portion thereof lie in or upon the Common Area or Lots owned by Owners other than the Owners of the Lots served by said connections, the Owner of each Lot served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Lot or Common Area upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing, and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, gas, or telephone lines are installed within the Properties, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve such Owner's Lot.

(l) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Properties. In furtherance of the easements provided for in this Declaration, the individual deeds to Lots may, but shall not be required to, set forth said easements.

Section 8. 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. Each covenant and restriction shall be enforced to the fullest extent permitted by law.

Section 9. Right of Entry. The Association shall have the right to enter into any Lot or Home for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Lot or Home to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board, The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

Section 10. Enforcement. 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

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.

ARTICLE XIII

Regulation - The City of Franklin

Each Owner hereby agrees that the City is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Area. In the event that the City, or any agent thereof, determines that the Common Area is being maintained in a manner that is dangerous or detrimental to the health, safety or welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City and its agents, shall have the right, but not the obligation upon ten (10) calendar days' notice to the Association enter upon the Common Area and make any repairs or improvements to the Common Area that the City and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Common Area. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five days of receipt from the City of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each Lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any Mortgage placed upon the Lot for the purpose of securing indebtedness incurred to purchase or improve such Lot. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.

ARTICLE XIV

Inspection and Maintenance of Private Stormwater Management Facilities

The City shall enter, or have previously entered into, an Inspection and Maintenance Agreement of Stormwater Management Facilities (the "Stormwater Agreement"), which provides, *inter alia*, for the continuous inspection, repair and maintenance of the stormwater and drainage facilities located upon and/or benefiting the Properties (the "Facilities"). The Association and each Owner have assumed all responsibility and liability arising under and associated with the Stormwater Agreement. In this regard, each Owner hereby agrees that the City is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the repair and orderly maintenance and upkeep of the Facilities in accordance with the terms and conditions of the Stormwater Agreement. In the event that the City, or any agent thereof, determines that the Facilities are being maintained in a manner not in compliance with the Stormwater Agreement or are being maintained in a manner that is dangerous or detrimental to the

health, safety or welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City and its agents, may upon ten (10) calendar days' notice to the Association enter upon the Properties and make any repairs or improvements to the Facilities which the City and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Facilities. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five days of receipt from the City of a statement for such cost which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each Lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any Mortgage placed upon the Lot for the purpose of securing indebtedness incurred to purchase or improve such Lot. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.

ARTICLE XV

Common Area Restrictions

Section 1. Controlling Provisions. Notwithstanding anything stated in this Declaration elsewhere to the contrary, the Common Area shall be subject to the following terms and conditions, however, in the event a conflict shall exist between the terms and conditions set forth in this Article XV and those set forth elsewhere in this Declaration, the most restrictive shall control in all circumstances.

Section 2. Use Provisions. Open space in the Common Area ("Common Open Space") shall be subject to the following restrictions:

- (a) Common Open Space may be used only for amenity and recreational purposes.
- (b) Common Open Space may be used for resource protection purposes, multi-use stormwater facilities, passive or active recreational purposes, or for incidental utility uses.
- (c) Non-recreational buildings, parking areas, streets, or street rights-of-way are not permitted in the Common Open Space.
- (d) Common Open Space shall not include the required minimum yards or Lots.
- (e) Common Open Space shall be suitably improved for its intended uses, but natural features worthy of preservation shall be left undisturbed. The buildings, structures, and improvements that are permitted in the Common Open Space shall be appropriate to the

uses which are authorized for the Common Open Space and shall conserve and enhance the amenities with regard to its topography and unimproved condition.

(f) Common Open Space shall be maintained in reasonable order and condition, as determined by the codes director for the City. In the event that the Common Open Space is not maintained in reasonable order and condition in accordance with the approved site plan, then the codes director may serve written notice of the deficiencies upon the Association and/or the Owners or residents of the Properties. If the deficiencies cited by the codes director have not been corrected within thirty (30) days after written notice, then the director shall have the authority to correct the deficiencies. The cost of the correction shall be assessed jointly and severally against the Lots. The entire cost of correction shall be a lien upon each of the Lots from the date that the lien is filed in the Register's Office of Williamson County.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Declaration effective as of the date first set forth above.

MILLGATE HOMEOWNERS ASSOCIATION, INC.

By: Jan Childs

Print Name: JAN Childs

Title: president millgate HOA

STATE OF TENNESSEE)
 :
COUNTY OF WILLIAMSON)

Personally appeared before me, DUSTIN ROBERTS Notary Public, JAN CHILDS, with whom I am personally acquainted, and who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained and who further acknowledged that (s)he is PRESIDENT of Millgate Homeowners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 23 day of APRIL, 2019.



My Commission Expires Sept. 25. 2022

Dustin Roberts
NOTARY PUBLIC

My Commission Expires: 09/25/2022

Schedule 4.1.2
Common Areas – Maintenance
Association Responsibilities

Include, but are not limited to, the following --

- Entrance gates
- Perimeter fencing on Common Area
- Entrance sign
- Stone columns
- Exterior landscape lighting
- Lamp posts
- Gazebo
- Retaining walls
- Roads and curbs
- Sidewalks in the Common Areas and connecting to the patios and porches of the Lots.
- Hand railings in the Common Areas and connecting to the patios and porches of the Lots.
- Street signs
- Pest control (Excludes termites)
- Shrubs and plants
- Trees
- Irrigation system
- Storm drains
- Lawn
- Mulching
- Common area utilities

Schedule 4.2.4

Exception to Flashing Responsibilities

If necessary, the Association will install through wall flashing for the Chimney Wall and flashing around the chimney bases immediately adjacent to the roof in the following Units:

- * 101/103 Ormesby
- * 105/107 Ormesby
- * 110/112 Ormesby
- * 130/132 Ormesby
- * 134/136 Ormesby
- * 155/157 Ormesby
- * 200/202 Monks Way
- * 201/203 Monks Way

Schedule 4.2.7

Attached Common Elements – Maintenance

Owner Responsibilities

Include, but are not limited to, the following:

- Exterior walls
- Exterior painting
- Doors
- Windows
- Doorbells
- Electrical outlets
- Faucets
- Chimneys
- Roof
- Roof vents
- Stacks
- Gutters
- Downspouts
- Driveways
- Porches
- Patios
- Patio fencing
- Utility connections/Electrical panels
- Address numbers
- Mailboxes
- Porch lighting
- Patio lighting
- Garage door exterior lights
- Foundations
- Garage door
- Garage door opener
- Entrance gate remotes

Schedule 4.2.7

Attached Common Elements – Maintenance

Owner Responsibilities (continued)

Additional Guidelines for Owner Maintenance Responsibilities

- (1) Owners maintenance responsibilities include, without limitation, maintaining, repairing, and replacing items on the list above.
- (2) Maintaining, repairing and replacing items on the Owner's list above, requires Owners to comply with both the Community Wide Standard and Architectural Standard described in the Declaration. In some circumstances, prior approval of the Board may be required before maintenance or repairs can commence on a Home or Lot.
- (3) In the case of replacing the roofs and repainting entire buildings, the Association will have sole discretion to determine the timing and specifications, obtaining estimates, reviewing performance, and billing homeowners for the completed work.
- (4) The Association may facilitate the completion of certain work on the Owner's list above by scheduling contractors to provide services for which Owners can subscribe. Items may include, without limitation, the following:
 - Dryer vent cleaning
 - Power washing
 - Gutter and downspout cleaning
 - Aggregate concrete sealing
 - Brick sealing

Book 5343 Page 651

EXHIBIT A

LEGAL DESCRIPTION

TRACT NO. 1: Tract No. 1 of the Natalia Thompson property located in the 9th Civil District of Williamson County, TN, and containing 3.36 acres, more or less, according to a survey by C. K. McLemore, dated May, 1983.

SAID Lot lies wholly within the City of Franklin, 9th Civil District, Williamson County, TN, and bound in general by Franklin Board of Education, on the west and north, Lot 2 on the south and Ralston Lane on the east.

BEGINNING at a concrete monument North 80 degrees 05 minutes West 30 feet from the centerline of Ralston Lane and in the southern boundary of the Franklin Board of Education, with said west margin South 13 degrees 33 minutes West 163.0 feet to an iron post, the NE corner of Lot 2, thence with the northern boundary of said lot, North 82 degrees 09 minutes West 286.5 feet to an iron post, the NW corner of Lot 2, thence South 13 degrees 33 minutes West at 185.0 feet passing the SW corner of Lot 2 and continuing with the west line of Lot 3, a total length of 325.0 feet, thence with the northern boundary of Lot 3, North 79 degrees 44 minutes West 230.6 feet to an iron post in the easterly fence line of the Franklin Board of Education, thence North 20 degrees 15 minutes East 498.0 feet with their east line to an iron post, an interior corner, thence with their southerly boundary, South 80 degrees 50 minutes East 458.5 feet to the point of beginning and containing 3.36 acres, more or less.

TRACT NO. 2: Tract No. 2 of the Natalia Thompson property located in the 9th Civil District of Williamson County, TN, and containing 1.21 acres, more or less, according to a survey by C.K. McLemore, dated May 1983.

A parallelogram tract of land lying wholly within the City of Franklin, 9th Civil District, Williamson County, TN, and bound in general by Lot 1 on the north and West, Lot 3 on the south and Ralston Lane on the east.

BEGINNING at an iron post in the west margin of Ralston Lane at the NE corner of Lot 3 (said post is North 13 degrees 33 minutes West 25.0 feet from Davis north property line), thence with said west margin North 13 degrees 33 minutes West 185.0 feet to an iron post, the SE corner of Lot 1, thence with the southerly boundary of said lot, North 82 degrees 09 minutes West 286.5 feet to an iron post, an interior corner of Lot 1, thence with the eastern boundary of said lot, South 13 degrees 33 minutes West 185.0 feet to an iron post, an interior corner of Lot 3, thence with the northern boundary of Lot 3, South 82 degrees 09 minutes East 286.5 feet to the point of beginning, and containing 1.21 acres, more or less.

TRACT NO.3:

Said lot lies wholly within the City of Franklin, 9th Civil District, Williamson County, TN, and bound in general by Campbell on the north, Davis on the east, Stephens and Smith on the south, and Franklin Board of Education and Campbell on the west.

BEGINNING at an iron pin, the NW corner of Stephens and the NE corner of Smith as recorded in Book 471, page 673, Register's Office of Williamson County, TN, thence with Smith's North line North 81 degrees 41 minutes -19 seconds West 110.8 feet to an iron pin in the east boundary of the Franklin Board of Education, thence with their east line, North 20 degrees 15 minutes East 294.3 feet to an iron pin, the SW corner of Tract 1 of the Thompson Subdivision, thence with the south line of said tract, South 79 degrees 44 minutes East 230.6 feet to the SE corner of said Tract 1, thence with the east boundary of said tract, North 13 degrees 33 minutes East 140.0 feet to an iron pin, the SW corner of Tract 2 of said Thompson Subdivision, thence with the South line of said Tract 2, South 82 degrees 09 minutes East



286.5 feet to the western margin of Ralston Lane, thence with said margin, South 13 degrees 33 minutes West 25 feet to Davis' North line, thence with his North line, North 82 degrees 09 minutes West 236.5 feet to his NW corner, thence with Davis' West line, South 13 degrees 34 minutes West 395.0 feet to his SW corner, thence with Stephens' North line, North 82 degrees 09 minutes West 204.8 feet to the point of beginning, and containing 2.21 acres, more or less. The above described lot is the northerly portion of Tract 3 as shown on Plat Book 8, page 86, Register's Office of Williamson County, TN.

BEING the same property conveyed to Ralston Hill Joint Venture by Special Warranty Deed from Strong Tower Bible Church and the Elders and Trustees of Strong Tower Bible Church of record in Book 2768, page 598, Register's Office for Williamson County, Tennessee.

EXHIBIT B

PLAT

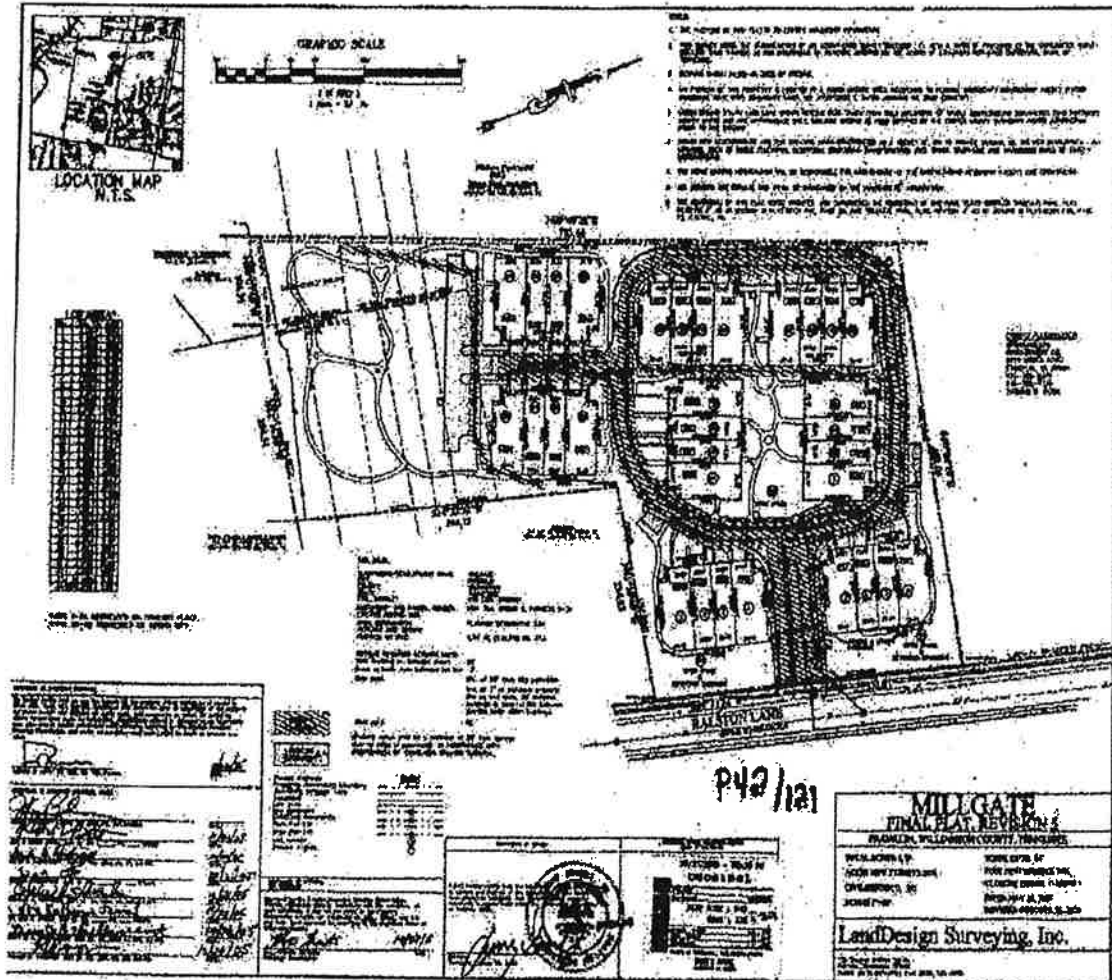


EXHIBIT C

SECOND AMENDED AND RESTATED BY-LAWS

OF

MILLGATE

HOMEOWNERS ASSOCIATION, INC.



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EXHIBIT C
SECOND AMENDED AND RESTATED BY-LAWS
OF
MILLGATE
HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be Millgate Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the State of Tennessee shall be located in the County of Williamson.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Millgate, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association, Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. Each Owner of a Lot shall be a Member in the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical. Meetings shall be of the Members or their proxies.

Section 3. Annual Meeting. Annual meetings shall be set by the Board of Directors no earlier than September 1 and no later than November 30 of each calendar year. Annual meetings shall be set so as to occur not less than thirty (30) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings.

- (a) Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally, by U.S. mail or by electronic mail to each Member entitled to vote at such meetings, not less than ten (10) nor more than sixty (60) calendar days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.
- (b) In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.
- (c) If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If emailed, notice of a meeting shall be deemed delivered when sent to the email address of the Member as it appears on the records of the Association.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice at the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, or which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings.

- (a) If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.
- (b) The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that

Members or their alternates representing at least fifteen (15%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein. Filed with the Secretary prior to the meeting for which it is valid.

Section 9. Proxies. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 10. Majority. As used in these By-Laws (as opposed to the Declaration), the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number of votes of the Association.

Section 11. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of Members representing twenty-five (25%) percent of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting forth the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Section 14. Voting. Voting may occur electronically, by email or other means. At the time of any proposed vote, the Board shall have the authority to establish a window within which voting shall occur, and any vote not cast within such window shall be deemed an abstention. The Board shall notify all Members in good standing of the results of any vote. Upon request, the Board will engage an independent auditor to certify the accuracy of the vote count. The cost of such auditor shall be borne by the party requesting the certification, unless it is established that the Board did not count the vote accurately, in which event the cost of the auditor shall be borne by the Association.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. The Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner that is a corporation or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director. Individuals other than Members or spouses of members may be nominated, elected or appointed to the Board of Directors in accordance with these By-Laws where necessary to ensure that the Board of Directors maintains the number of Directors required under Article III, Section 2 below, so long as a majority of the Board of Directors is comprised of Members or spouses of Members.

Section 2. Number of Directors. The number of Directors in the Association shall be not less than three (3) nor more than five (5), as provided in Section 4 below. The initial Board shall consist of three (3) members as identified in the Articles of Incorporation.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by the Board, by canvassing all Members in good standing. All Members in good standing and willing to serve shall be deemed nominated. Nominations shall also be permitted from the floor.

Section 4. Election and Term of Office. At each annual meeting of the Association thereafter, the Directors shall be selected by vote of the Members. Each Member shall be entitled to cast one (1) vote per Lot owned with respect to each vacancy to be filled. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 5. Removal of Directors and Vacancies.

(a) Any Director may be removed, with or without cause, by the vote of the Members representing a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Members to fill the vacancy for the remainder of the term of such Director.

(b) Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge

due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor shall be appointed by the Board to fill the vacancy for the remainder of the term of such Director. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor to serve the balance of the term of such Director.

B. Meetings

Section 1. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days after such annual meeting at such time and place as shall be fixed by the Board.

Section 2. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; or (c) by email, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set up for the meeting. Notices given by personal delivery, telephone, or email shall be delivered, telephoned, or sent at least seventy-two (72) hours before the time set for the meeting.

Section 4. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice of consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a

quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a least a majority of the required quorum for the meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association provided, any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 7. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 8. Open Meetings. Subject to the provisions of Section 9 of this Article, all formal meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on the Member's behalf by a Director. In such case, the President may limit the time any Member may speak.

Section 9. Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 10. Informal Work Sessions. The Board of Directors may convene informal work sessions that are not open to Members generally.

Section 11. Electronic Attendance of Meetings. Participation by members of the Board or any committee designated by the Board in any meeting of the Board or committee shall be permitted by teleconference, videoconference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting pursuant to this Section 11 shall constitute presence in person at such meeting.

C. Powers and Duties

Section 1. Powers.

- (a) The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration, the Articles of Incorporation, or these By-Laws to be done and exercised exclusively by the Members or the membership generally.
- (b) The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.
- (c) In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:
 - (i) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the Common Expenses;
 - (ii) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by Board of Directors, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;
 - (iii) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
 - (iv) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
 - (v) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the

Directors' reasonable business judgment, in depositories other than banks;

- (vii) making and amending rules and regulations;
- (viii) opening of bank accounts on behalf of the Association and designating the signatories required;
- (ix) making or contracting for the making of repairs, additions, and improvements to or alterations of the Area of Common Responsibility in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (x) enforcing by legal means the provisions of the Declaration, these By-Laws and the rules and regulations adopted by it and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association;
- (xi) obtaining and carrying insurance against casualties and, liabilities, as provided in the Declaration, and paying the premium cost thereof, paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;
- (xii) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;
- (xiii) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation, the By-Laws, rules governing the Lot and all other books, records, and financial statements of the Association; and
- (xiv) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 2. Management Agent.

(a) The Board of Directors may employ for the Association a professional management company or agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other

than the powers set forth in subparagraphs (i), (ii), (vi), (vii), and (ix) of Section 1(c) of this Article.

(b) No management contract may have a term in excess of two (2) years and must permit termination by either party without cause on ninety (90) days' written notice.

Section 3. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise;

(a) The Board may employ either the cash basis of accounting or accrual basis of accounting as it deems necessary and appropriate.

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on the Board's chosen basis of accounting (cash basis or accrual basis) ;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain

delinquent (a monthly installment of the assessment shall be considered to be delinquent on the tenth (10th) day of each month unless otherwise determined by the Board of Directors); and

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared at the option of the Board by an independent public accountant.

Section 4. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article IX, Section 5 of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 5. Rights of the Association.

- (a) With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the written contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.
- (b) The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) calendar days' notice to the other party.

Section 6. Enforcement.

- (a) Fines. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Lot, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article IX of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Area, for violation of any duty imposed under the Declaration, these

By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Home. In the event that any occupant of the Homes violates the Declaration, By-Laws, or a rule of regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

- (b) Notice. Prior to imposition of any sanction hereunder, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.
- (c) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.
- (d) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By-Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board, or, if necessary, from Members, or otherwise as specified under Article IV Section 2 below. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The duties of the officers generally are as follows:

(a) President. The President shall serve as chairman of the Board of Directors and preside at meetings of the Board of Directors. The President shall be an *ex officio* member of all standing committees of the Board of Directors. The President shall have general supervision over the active management of the affairs of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall work closely with the Board of Directors in matters of policy, program and administration and shall perform such other duties as the Board of Directors may from time to time prescribe.

(b) Vice President. The Vice President(s) shall assist the President in the duties so assigned, perform the duties and possess and exercise the powers of the President in the event of the President's absence or disability, and perform such other duties as the Board of Directors may from time to time prescribe.

(c) Secretary. The Secretary shall attend all meetings of the Board of Directors and record all votes, attendance at the meetings and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors and shall keep a record of all members of the Board of Directors and the address to be used for each Director for purposes of giving notice of meetings. The Secretary shall perform such other duties as may be prescribed from time to time by the Board of Directors.

(d) Treasurer. The Treasurer shall have custody of the Corporation's funds and securities, shall keep or cause to be kept full and accurate account of financial transactions in books belonging to the Association, and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse or cause to be disbursed the funds of the Association as required in the ordinary course of business or as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all financial transactions and the financial condition of the Association.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, which shall occur no later than ten (10) calendar days following the Annual Meeting. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term. If no Director, Member or spouse of a Member is willing or able to serve as an officer of the Association, then the Board of Directors may retain qualified individuals to serve as officers until such time as such vacancies can be filled by a Director, Member or spouse of a member, in which case the Board may pay such officers reasonable compensation for services rendered.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration.

Section 5. Resignation. Any officer may resign at any time given written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any late time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Article V Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Tennessee law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, by any Member, or by the Member's duly appointed representative at any reasonable time and for a purpose reasonably related to the Member's interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The following procedure shall be followed with regard to inspection of records:

(i) The Member must give notice of any request to inspect records to the custodian of records in writing, with a copy to the Secretary.

(ii) A Member requesting an inspection must schedule an appointment with the custodian at least three (3) business days in advance, during the custodian's normal business hours.

(iii) The custodian shall charge the Member requesting inspection of records a reasonable copy cost on a per page basis, or a flat fee for digital production, for which execution against the Member may issue, if necessary.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered, either personally, by U.S. mail or by email. If mailed, the notice shall be deemed to be delivered when

deposited in the United States mail addressed to the recipient at the address as it appears on the records of the Association, with postage thereon prepaid. If emailed, notices shall be deemed delivered when sent to the email address of the recipient as it appears on the records of the Association. If notice is to the Association, it is to be sent to the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Electronic Communication. Any notice, approval or other action to be sent in writing hereunder may be sent by email or other electronic means.

Section 7. Amendment. These By-Laws may be amended only by "Majority Vote," as defined in the Declaration. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the public records of Williamson County, Tennessee.

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Millgate Homeowners Association, Inc., a Tennessee nonprofit corporation;

2. That the foregoing Second Amended and Restated By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Members thereof held on the 21 day of March, 2018.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this 27 day of April, 2018.



Print Name: Orlando Cadiz

STATE OF TENNESSEE)
:
COUNTY OF WILLIAMSON)

Personally appeared before me, Orlando Cadiz Notary Public, Victoria Orum with whom I am personally acquainted, and who acknowledged that (s)he executed the foregoing instrument for the purposes therein contained and who further acknowledged that (s)he is Secretary of Millgate Homeowners Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of said corporation.

WITNESS my hand, at office, this 27th day of April, 2019.

Victoria Orum
NOTARY PUBLIC
My Commission Expires: 10/03/2023



Certificate of Authenticity

I, William J. Haynes, III, 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 excuted and authenticated according to law.



 Signature

STATE OF TENNESSEE)
 COUNTY OF DAVIDSON)

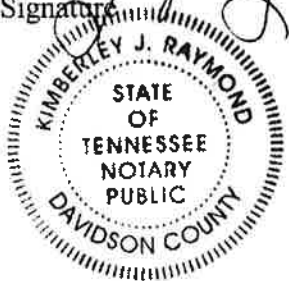
Personally appeared before me, the undersigned, a notary public for this county and state, William J. Haynes III, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



 Notary's Signature

My Commission Expires: 7-5-21

Notary's Seal (If on paper)



E-Recording Report of Recorded Documents

Itemized Fee View

Prepared for: Bone McAllester Norton PLLC (TNTJ77)
 Cost center: TNTJ77
 Report generated: 05/03/2019 03:08 PM MDT

Documents Recorded

NAME	TYPE	PG	ENTRY	RECORD DATE	SF	AMT	TOTAL	PROCESSED
Williamson County, TN								
May 3, 2019								
Millgate HOA								
Second Amended and Restated CCRs	RESTRICTIONS	63	19015741 B 7616 P 0740	05/03/2019 03:15 PM CDT	5.00	Recording Fee	315.00	320.00
					0.00	DP Fee	2.00	2.00
					0.00	Additional Fee	15.00	15.00
					0.00	No fee	0.00	0.00
					0.00	No fee	0.00	0.00
							332.00	337.00
					5.00		332.00	337.00
Totals for Williamson County, TN								
					5.00		332.00	337.00

Recording Fee Totals

COUNTY	RECORD DATE	SF	AMT	TOTAL
Williamson County, TN	05/03/2019	5.00	332.00	337.00
Totals for Williamson County, TN				
		5.00	332.00	337.00
Total of All Recording Fees				
		5.00	332.00	337.00

Document Count: 1
 Package Count: 1

Questions Contact:
 Simplifile Support 800.460.5657, option 3
 5072 North 300 West
 Provo, UT 84604