

Common Areas. No house trailers, mobile homes, modular homes, or shall be permitted within the Development.

c. No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. No pets shall be permitted outside the boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Board, or any individual resident, may take appropriate measures to insure compliance with this provision, including without limitation, having the animal picked up by the appropriate governmental authorities.

d. No Owner shall cause or allow any use of his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots.

e. No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gases as to interfere with the use and enjoyment by other Owners of their Lots.

f. No house or other structure on any Lot shall be used for any business or purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

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

h. Preassembled structures for residential purposes shall not be permitted even though they may meet the minimum square footage requirements and all other requirements.

i. The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or other pyrotechnic devices of

any type or size, and other such activities shall not be allowed upon any Lot.

**ARTICLE VIII
EASEMENTS**

1. General. A perpetual easement as shown on the plats is reserved on each lot for the construction and maintenance of utilities, such as drainage, electricity, gas, water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. It is understood and agreed that all easements granted herein, or by deed, or identified in the recorded plat of Otter Creek, may be used to service additional subdivision sections within all sections of Otter Creek.

2. Emergency. There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Developer or Association, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

3. Easements Over Common Areas. The Plat designates certain areas for roads, utilities, drainage, Common Areas, and recreational areas. The easements so designated on the Plat encumber the Lots as shown on the Plat and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements and Common Areas shall be subject to and governed by provision of this Declaration and the by-laws, rules and regulations of the Association.

4. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded Plat and as set forth herein or as required by later amendments. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements.

5. Common areas. The common Area consists of drainage facilities, the entrance way and sign, and a playground area; all of which shall be maintained by the Association.

6. Association Functions. There is hereby reserved to Declarant, any successor to Declarant, and the Association, or the duly authorized agents, representatives and managers of the Association, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Declaration and any other Otter Creek Spring Documents.

7. Ingress and Egress. In addition, there is reserved to Declarant for the use and benefit of any adjoining property that has been added as a new section to Otter Creek or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.

8. Covenants Running with Land. Each of the easements provided for in this Declaration shall be deemed to have been established upon the recordation of this Declaration, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the lots and units, and Common Areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which is the subject of this Declaration.

9. Subject to Prior Utility Easements. Notwithstanding anything herein expressed or implied to the contrary, this Declaration shall be subject to all easement heretofore or hereafter granted by Declarant for ingress or egress and for the installation and maintenance of utilities, sewers, television cables, drainage, and similar facilities that are necessary or appropriate for the development of the properties.

10. Utility Easements, Duties and Rights. The rights and duties of the Owners of lots with respect to sanitary sewers and water, electricity, television cables, gas and telephone, shall be governed by the following:

a. Whenever sanitary sewer house connections and/or water house connections or electricity, television, gas or telephone lines are installed within the properties, which connections or any portion thereof lie in or upon lots owned by others, then the Owners of the lot served by said connections, shall have the right, and are hereby granted, an easement to the full extent necessary therefor, to enter upon said lots or to have the utility company enter upon the lots within the properties in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.

b. When sanitary sewer house connections and/or water house connections or electricity, television cables, gas or telephone lines are installed within the properties, which connections serve more than one (1) 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 service his lot.

ARTICLE IX INSURANCE

1. Casualty Insurance. The Association shall keep all insurable improvements and fixtures on the Common Area insured against loss and damage by fire for the full insurable replacement cost thereof, and shall obtain insurance against such other hazards and casualties as the Association may deem desirable as well as a general liability insurance policy covering all common areas with coverage of at least One Million Dollars (\$1,000,000.00) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party. All policies shall provide that they may not be cancelled or substantially modified without ten (10) days written notice to all insureds including the mortgagees if any. The Association shall also insure any other property whether real or personal, owned by the Association, against loss or damage by fire or casualty and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. All casualty, liability and fidelity bond coverage shall be in such manner and in such amount as required by the Federal National Mortgage Association (FNMA), and their requirements thereto as set forth in Sections 501-504, FNMA Lending Guide, are adopted herein by reference. Any insurance coverage with respect to the Common Area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the Association are common expenses included in the common assessments made by the Association.

2. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common area improvements, the Association shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the Association may make a special assessment against all owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other common assessments made against such lot Owner.

3. Other Insurance. The Association may also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the Association, Members of the board and any standing Committee, tenants or guest, including, but without limitations, workers' compensation, malicious mischief, and performance of fidelity bonds.

4. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the board of Directors in or order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed.

5. Hazard, Flood, Homeowners and Fire Insurance. Each Owner shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of each residence and improvement owned by such Owner, which may be established from time to time by the Board or the Association by resolution. Such additional insurance requirements may be set for the in agreements or other undertakings which the board or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the properties.

6. Obligation to Repair and Restore.

a. Subject only to the rights of an institutional holder of the first mortgage lien on the damaged lot, insurance proceeds from any insurance policy covering a lot shall be first applied to the repair, restoration, or replacement of such residence. Each Owner shall be responsible for the repair, restoration, or replacement of each residence owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and in currently generally accepted design criteria) be generally harmonious with the other Otter Creek Spring residences, and reconstruction must be consistent with plans approved by the Architectural Committee. Such repair and restoration will be commenced as soon as possible.

b. If the proceeds of insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the Owner of such residence shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement.

7. Association Rights. If any Owner fails to obtain the insurance required in this Article, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of an Owner under this Article, the Association may (but shall not be obligated to in any manner) obtain such insurance, make such payments for any such Owner, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the assessments of such Owner and enforce the payment of the assessment in a like manner as a general assessment.

8. Notice to First Mortgagees. In the event of substantial damage to or destruction of any part of the Common elements, the institutional holder of any first deed of trust or mortgage on a lot will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the Owner of a lot or other party to priority over such institutional holder with respect to the distribution to such lot of any insurance proceeds.

ARTICLE X EXTERIOR MAINTENANCE

1. Maintenance of, repairs to and replacements to the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements to the Common Elements shall be part of the common expenses, subject to the By-Laws, Rules and Regulation of the Association. If, due to the act or neglect of a lot Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common elements, to the sidewalks, or to a lot owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such lot Owner shall pay for such damage or such maintenance, repair or replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier or to the extent any such claim raises insurance premiums. The association is responsible for maintaining the drainage easement located on the Taylor property as shown on the said plat.

In addition to the utility and maintenance easements as may appear on the Plat, the authorized representatives of the Association, Board or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of any individual lot in the event of an emergency, or in connection with maintenance of, repairs or replacements of the Common elements or any equipment, facilities or fixtures affecting or serving other lots and the Common Elements or to make any alteration required by any governmental authority.

2. It will be the responsibility of each lot owner to maintain their own mailbox in keeping with the specific design approved by the Developer.

3. Each lot Owner is responsible for all exterior maintenance on his own lot. Each owner shall repair, maintain or replace all exteriors on any building in a good and workman like manner. Additionally, all landscaping, plants, shrubs, driveways, walks, yards, sidewalk adjacent to the street, etc., shall be maintained in a neat, orderly condition and in a good state of repair and maintenance. All exterior maintenance, including painting, shall be done in the color, method and design that is suitable and approved by the Architectural Committee. The Architectural Committee can base its decisions solely on esthetic considerations.

ARTICLE XI ANNEXATION AND/OR ADDITION OF OTHER AREA TO PROPERTY

1. General. Declarant or his successors and assigns, shall be allowed to annex additional property by way of sections to Otter Creek Spring without the consent of the Association or its Members over any mortgagees or other lien holders; (other than those holding mortgages a lien on the real property being annexed) by the recordation of a supplementary Declaration as provided herein. Upon such annexation, the Association shall take whatever measures are necessary to add such annexed property and lots into the regime on an equal basis with the original property included hereunder.

2. Membership in Association. Upon the recording of any supplementary Declaration, those lot Owners contained therein shall become Members of the Association obtaining all rights due Members of the Association and becoming liable for all assessments and fees as set forth herein and/or in the supplemental Declaration.

3. Common Area. All Common Areas in any annexed property will be deeded to the Association in fee simple to be held in accordance with this Declaration.

ARTICLE XII GENERAL PROVISIONS

1. Duration. The covenants, conditions and restrictions contained herein shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until January 1, 2055, at which time they shall be automatically extended for

successive periods of ten (10) years each, unless a majority of the votes attributable to Lots in the Development are cast in favor of a proposition to change, amend or revoke the restrictions in whole or in part at a duly called meeting of the Association within the final one (1) year of the term of this Declaration, as it may have been extended. Each purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article XIII, Section 1.

2. Amendment. The covenants and restrictions contained in this Declaration may be amended unilaterally by the Developer, without joinder of any Owner, for a period of fifteen (15) years from the date hereof. Thereafter, any amendment of the Declaration will require the affirmative vote of at least two-thirds (2/3) of the Votes entitled to be cast by the Members of the Association, (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

3. Enforcement. All restrictions herein may be enforced by Developer, its successors and assigns until the termination of the Class B Membership, or by the Association acting by and through its Board, or by the Architectural Review Committee, by proceeding at law or in equity against the Person violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover money damages, together with reasonable attorneys' fees and court costs. Furthermore, after the termination of Developer's Class B Membership in the Association, in the event the Association fails to act to enforce any restriction contained herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner. Notwithstanding the foregoing, the covenants contained in Article VIII hereof regarding the Developer's option to purchase Lots shall be enforceable only by Developer and not by its successors or assigns unless said rights are specifically assigned thereby Developer in writing.

4. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, for failure on the part of Developer or its successors or assigns to enforce any said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions at any time after the violation thereof. Invalidation of any one or more of these restrictions by judgment or court order shall neither affect any of the other provisions not expressly held

to be void nor the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

5. Abatement. In the event that any Owner violates any of the terms or conditions of this Declaration and fails to cure the same within ten (10) days after written notice thereof, then Developer, in addition to any other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Developer, including reasonable attorney fees.

6. Notice. All notices required or permitted hereunder shall be in writing and effective when deposited in the U.S. mail, postage prepaid, addressed to any Owner at the address of the Lot owned by such Owner, or addressed to the Developer as follows:

OTTER CREEK HOLDINGS, LLC
Attn: Tony Cavender
935 General George Patton Rd
Nashville, TN 37221

or such other address as Developer may, by notice to each of the Owners, designate.

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

8. Exoneration of Developer. Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restriction contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Developer failed to enforce the same.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants, Conditions and Restrictions to be duly executed this 15th day of August, 2019.

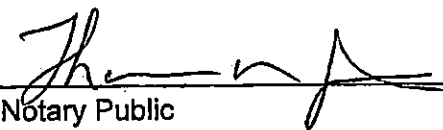
OTTER CREEK HOLDINGS, LLC

By: 
Tony Cavender
Title: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Tony Cavender, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his/her oath, acknowledged himself/herself to be President of OTTER CREEK HOLDINGS, LLC, the within named Developer, and he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself/herself as such officer.

WITNESS MY HAND and official seal at my office on this the 15 day of August, 2019.


Notary Public

My commission expires: 6-10-23

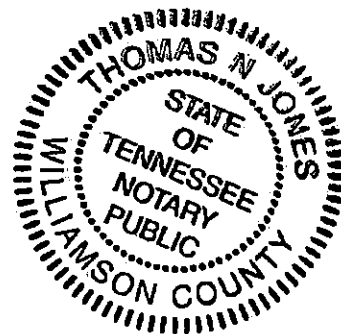


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN THE FIRST CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE, BOUNDED ON THE NORTH BY PAUL BEGLEY ETUX (BK. 671, PG. 426), NARVA MAE CURLE (BK. 273, PG. 932), JOHN MEDVECKY (BK. 696, PG. 706), JAMES CURLE (BK. 4250, PG. 976), THE RIGHT OF WAY FOR OLD NASHVILLE ROAD, AND THE CLAYTON & LOVENE BATEMAN PROPERTY LOTS 1 AND 2 (BOOK P17, PG. 54, ON THE EAST BY KENNY TAYLOR (BK. 4030, PG. 461), STEVE TAYLOR ETUX (BK. 4909, PG. 423), ED LASSAN (BK. 4559, PG. 572) AND THE WESTERLY LINE OF CECIL E. HUGHES AND SHIRLEY HUGHES PROPERTY SUBDIVISION (BK. P56, PH. 44, ON THE SOUTH BY REGINA SHELTON (BK. 6954, PG. 504), AND ON THE WEST BY WILLIAM EDWARD JONES (BK. 2760, PG. 188) AND M.T. TAYLOR, JR. (NO DEED FOUND). PROPERTY IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE SOUTHWEST CORNER OF LOT 1, CLAYTON & LOVENE BATEMAN PROPERTY, THENCE WITH THE SOUTHERLY LINE OF LOT 1, S81°56'29"E, A DISTANCE OF 385.06' TO AN IRON PIN WITH CAP (1598) AT THE SOUTHWEST CORNER OF LOT 2, CLAYTON & LOVENE BATEMAN PROPERTY;

THENCE WITH THE SOUTHERLY LINE OF LOT 2, S81°50'57"E, A DISTANCE OF 256.12' TO AN IRON PIN WITH CAP (1598) AT THE SOUTHEAST CORNER OF LOT 2, THE NORTHWEST CORNER OF KENNY TAYLOR; THENCE WITH THE WESTERLY LINE OF KENNY TAYLOR, S07°20'28"W, A DISTANCE OF 1159.68' TO THE NORTHWEST CORNER OF STEVE TAYLOR ETUX; THENCE WITH THE WESTERLY LINE OF TAYLOR, S07°16'48"W, A DISTANCE OF 618.00' TO AN IRON PIN WITH CAP (1598) AT THE NORTHWEST CORNER OF ED LASSAN; THENCE WITH THE WESTERLY LINE OF LASSAN AND THE FOLLOWING CALLS: S07°25'44"W, A DISTANCE OF 424.37' TO AN IRON PIN (NO CAP); THENCE, S07°13'32"W, A DISTANCE OF 293.84' TO AN IRON PIN WITH CAP (1598) AT THE NORTHEAST CORNER OF LOT 3, CECIL E. HUGHES AND SHIRLEY HUGHES PROPERTY, THENCE WITH THE WESTERLY LINE OF THE CECIL E. HUGHES AND SHIRLEY HUGHES PROPERTY AND THE FOLLOWING CALLS: ; S06°14'09"W, A DISTANCE OF 399.73' TO AN IRON PIN WITH CAP FOUND (RLS 1444); THENCE, S06°12'52"W, A DISTANCE OF 655.50' TO AN IRON PIN WITH CAP FOUND (RLS 1444); THENCE,

S06°11'47"W, A DISTANCE OF 233.79' TO A STEEL PIPE AT THE NORTHEAST CORNER OF REGINA SHELTON; THENCE WITH THE NORTHERLY LINE OF SHELTON, N83°50'46"W, A DISTANCE OF 1618.73' TO A POINT IN THE CENTER OF A CREEK, THE SOUTHEAST CORNER OF WILLIAM EDWARD JONES, THENCE WITH THE EASTERLY LINE OF JONES AND THE CENTER OF THE CREEK A WITH THE FOLLOWING CALLS: N33°51'41"W, A DISTANCE OF 141.59'; THENCE, N44°27'56"W, A DISTANCE OF 69.28'; THENCE, S69°24'43"W, A DISTANCE OF 32.46'; THENCE, N45°50'12"W, A DISTANCE OF 152.91'; THENCE, N15°22'38"W, A DISTANCE OF 135.41'; THENCE, N01°31'28"W, A DISTANCE OF 64.22'; THENCE, N21°22'48"E, A DISTANCE OF 108.99'; THENCE, N16°50'08"E, A DISTANCE OF 173.97'; THENCE, N22°07'05"E, A DISTANCE OF 141.15'; THENCE, N16°56'41"E, A DISTANCE OF 157.99'; THENCE, N06°46'22"E, A DISTANCE OF 148.38'; THENCE, N32°05'14"E, A DISTANCE OF 81.84'; THENCE, N40°19'50"E, A DISTANCE OF 129.28'; THENCE, N12°34'26"E, A DISTANCE OF 178.29'; THENCE, N59°20'55"E, A DISTANCE OF 137.83' TO A POINT IN THE SOUTHERLY LINE OF M.T. TAYLOR; THENCE WITH SAID SOUTHERLY LINE, S63°27'34"E, A DISTANCE OF 143.73' TO AN IRON PIN WITH CAP (RLS 1444) AT THE SOUTHEAST CORNER OF TAYLOR, THENCE WITH THE EASTERLY LINE OF TAYLOR AND THE FOLLOWING CALLS:

N17°27'43"E, A DISTANCE OF 33.58'; THENCE, N05°45'48"W, A DISTANCE OF 74.15'; THENCE, N06°33'02"E, A DISTANCE OF 175.37'; THENCE, N11°33'56"E, A DISTANCE OF 40.85'; THENCE, N07°45'08"E, A DISTANCE OF 146.75'; THENCE, N04°35'20"E, A DISTANCE OF 72.44'; THENCE, N08°20'05"E, A DISTANCE OF 198.65'; THENCE, N10°12'59"E, A DISTANCE OF 158.11'; THENCE, N07°30'16"E, A DISTANCE OF 534.62' TO THE SOUTHWEST CORNER OF BEGLEY; THENCE WITH THE SOUTHERLY LINE OF BEGLEY, N66°15'51"E, A DISTANCE OF 263.07' TO THE SOUTHWEST CORNER OF NARVA MAE CURLE; THENCE WITH THE SOUTHERLY LINE OF CURLE, N65°17'14"E, A DISTANCE OF 180.88' TO THE SOUTHWEST CORNER OF MEDVECKY; THENCE WITH THE SOUTHERLY LINE OF MEDVECKY, N65°42'49"E, A DISTANCE OF 228.18' TO THE SOUTHWEST CORNER OF JAMES CURLE; THENCE WITH THE SOUTHERLY LINE OF JAMES CURLE, N64°09'01"E, A DISTANCE OF 92.00' TO AN EXISTING STEEL PIPE; THENCE, N64°55'35"E, A DISTANCE OF 75.94' TO THE SOUTHEAST CORNER OF JAMES CURLE; THENCE WITH THE EASTERLY LINE OF JAMES CURLE, N04°53'25"E, A DISTANCE OF 391.75' TO A POINT IN THE SOUTHERLY RIGHT OF WAY FOR OLD NASHVILLE ROAD; THENCE WITH SAID RIGHT OF WAY AND A 5949.84' RADIUS

CURVE TO THE LEFT, A DISTANCE OF 340.46', A CHORD BEARING AND DISTANCE OF N62°42'34"E, 340.41' TO THE NORTHWEST CORNER OF LOT 1, CLAYTON & LOVENE BATEMAN PROPERTY ; THENCE LEAVING THE RIGHT OF WAY FOR OLD NASHVILLE ROAD, WITH THE WESTERLY LINE OF LOT 1, S49°23'05"W, A DISTANCE OF 218.62' TO THE POINT OF BEGINNING, HAVING AN AREA OF 131.549 ACRES, MORE OR LESS.

Being the same property conveyed to Otter Creek Holdings, LLC, a Tennessee limited liability company by Deed dated July 18, 2017 from Jennifer Rose Buford, James Ricky Jones and Reda Olivia Kidder and being of record in Book 7131, Page 185, Register's Office of Williamson County, Tennessee.

PARCEL 2:

Being a parcel of land located in the First Civil District of Williamson County, Tennessee, a portion of the Kenny Taylor 8.83 acre tract as recorded in Book 4030 page 461, bounded on the east by Taylor Road, south by Steve William Taylor, west by Bufford, et al, north by Kenny Taylor, being more particularly described as follows:

Beginning at an iron rod on the westerly margin Taylor Road at the southeast corner of Kenny Taylor's 8.83 acre tract, same being the northeast corner of Steve William Taylor's 8.80 acre tract as recorded in Book 4909 page 423; thence, Leaving the road along the original southerly boundary of the 8.83 acre tract S80 deg 53'W 426.50 feet to an iron rod at the southwest corner of said tract; thence, along the original westerly boundary with Bufford, Jones, and Kidder as recorded in Book 5691 page 249 N03 deg 11'20"E 61.41 feet to an iron rod; thence, along a new division line severing the 8.83 acre tract N80 deg 53'E 416.80 feet to an iron rod on the westerly margin of Taylor Road; thence, along said margin of Taylor Road S05 deg 47'E 60.10 feet to the beginning, containing 0.580 acre, more or less, according to a survey by Boyd B. Gibbs, RLS #1598, 106 South Public Square, Centerville, Tennessee, dated July 13, 2017, original 8.83 acre survey dated June 16, 1998.

Being the same property conveyed to Otter Creek Holdings, LLC by Deed dated July 17, 2017 from Kenny Taylor and being of record in Book 7138, Page 341, Register's Office of Williamson County, Tennessee.

EXHIBIT "B"
CHARTER &
BY-LAWS
OF
OTTER CREEK SPRINGS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
NAME AND LOCATION

The name of the Association is Otter Creek Springs Homeowner's Association, Inc. The principal office of the Association shall be located at 7380 Cumberland Drive, Fairview, Tennessee 37062 or at such other place as may be designated by the Board of Directors. Meetings of members and directors may be held at such places within the State of Tennessee, County of Williamson, as may be designated by the Board of Directors.

ARTICLE II
MEETING OF MEMBERS

Section 1. Annual Meetings. The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) Four (4) months after all the Lots have been sold by the Developer or (b) Three (3) years following conveyance of the first Lot by the Developer. Each subsequent regular annual meeting of the Members shall be held within fifteen (15) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board of Directors.

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

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

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Further, as provided in the Declaration, if a quorum is not present a subsequent meeting may be called and the required quorum shall be reduced by half at such meeting and such procedure may be repeated until a quorum is established although in no event may the required quorum be less than 10% of the total number of eligible votes.

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

Section 6. Action Taken Without A Meeting. The members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of members holding three-fourths (3/4ths) of the total votes, then a writing signed by members holding three-fourths (3/4ths) of the total votes of all members would be effective as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the members.

ARTICLE IV BOARD OF DIRECTORS

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

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

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

Section 4. Compensation. No Director shall receive compensation from any service he may render to the Association. However, any Director may be reimbursed for

his actual expenses incurred in the performance of his duties.

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

ARTICLE V **NOMINATION AND ELECTION OF DIRECTORS**

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

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

ARTICLE VI **MEETING OF DIRECTORS**

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

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

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

ARTICLE VII
POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Cause the Common Area to be maintained.

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

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

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

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

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

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

determine.

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

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

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

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

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

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

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

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall together with another officer sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public

accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX **COMMITTEES**

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

ARTICLE X **BOOKS AND RECORDS**

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

ARTICLE XI **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments as well as any other amounts assessed against a Lot Owner by the Association which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

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

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

ARTICLE XIII
MISCELLANEOUS

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



Tre Hargett
Secretary of State

Division of Business Services
Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Otter Creek Springs Homeowners' Association, Inc.
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583

August 14, 2019

Filing Acknowledgment

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

SOS Control # :	001045591	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	08/14/2019
Filing Date:	08/14/2019 12:49 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2020
Duration Term:	Perpetual	Image # :	B0748-5992
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 004969794	Filing Fee:	\$100.00
Payment-Credit Card - State Payment Center - CC #: 3763796329		\$100.00

Registered Agent Address:
TONY CAVENDER
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583

Principal Address:
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583

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

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

Tre Hargett
Secretary of State



001045591

CHARTER NONPROFIT CORPORATION

SS-4418



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001045591

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Otter Creek Springs Homeowners' Association, Inc.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
 This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
TONY CAVENDER
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583
DAVIDSON COUNTY

5. Fiscal Year Close Month: December Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a public benefit corporation / mutual benefit corporation.
This corporation is a religious corporation / not a religious corporation.
This corporation will have members / not have members.

9. The complete address of its principal office is:
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0748-5992 08/14/2019 12:49 PM Received by Tennessee Secretary of State Tre Hargett



**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

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Control # 001045591

The name of the corporation is: Otter Creek Springs Homeowners' Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
935 GENERAL GEORGE PATTON RD
NASHVILLE, TN 37221-2583

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Thomas N Jones	339 MAIN STREET	FRANKLIN, TN 37064

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic
Signature

Thomas N Jones
Printed Name

Incorporator
Title/Signer's Capacity

Aug 14, 2019 12:49PM
Date

B0748-5993 08/14/2019 12:49 PM Received by Tennessee Secretary of State Tre Hargett