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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
SPRING CREEK FARMS**

**Dated as of March 3, 2020**

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## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRING CREEK FARMS**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SPRING CREEK FARMS (this “Declaration”) is made, imposed, and declared as of the 3rd day of March, 2020 by SPRING CREEK FARM PARTNERS, LLC, a Tennessee limited liability company (“Developer”).

### **RECITALS**

WHEREAS, Developer owns certain real property located in Marshall County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein (the “Development Property”);

WHEREAS, Developer desires to subdivide, develop, and plat the Development Property into two sections with one section consisting of single-family residential lots (the “Single Family Parcel”) and one section consisting of a townhome community (the “Townhome Parcel”);

WHEREAS, the Single Family Parcel is more particularly described on Exhibit A-1 attached hereto and incorporated herein and the Townhome Parcel is more particularly described on Exhibit A-2 attached hereto and incorporated herein;

WHEREAS, Developer shall be the “Declarant” under this Declaration with all rights, obligations, and responsibilities related thereto; and

WHEREAS, Developer desires to provide for the protection and preservation of the values, desirability, and character of the Development Property.

NOW, THEREFORE, Developer declares that the Development Property, and such additions thereto as may be hereafter made pursuant to Article VII hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens set forth herein.

### **ARTICLE I DEFINITIONS**

The terms in this Declaration and the other Restrictions shall generally be given their commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1. Administrative Functions shall mean all functions of the Association necessary or proper under this Declaration, including, without limitation: (a) providing management and administration of the Association; (b) providing development review, control, and approval functions; (c) incurring reasonable attorneys’ fees and accountants’ fees; (d) obtaining insurance and bonds; (e) paying real estate, personal property, or other taxes levied against the Common Areas; (f) incurring filing fees, recording costs, and bookkeeping fees; (g) obtaining and

maintaining offices and office furniture and equipment; and (h) performing all other reasonable and ordinary administrative tasks associated with the operation of the Association, including but not limited to those functions described in Section 6.2 hereof. The Administrative Functions shall additionally include the authority of the Association (and the Declarant during the Appointment Period) to enter into agreements (each an “Amenities License Agreement”) from time to time with other homeowner associations, persons, and third parties, permitting such parties to share in the use and enjoyment of some or all of the Common Areas (including but not limited to use of the community pool, bathhouse, and related amenities) subject to the terms and conditions of such agreements, which shall assess fees to be paid by such third parties for the use of such Common Areas; all such fees collected pursuant to such agreements shall be used by the Association to pay for the expenses duly incurred by or on behalf of the Association.

1.2. Appointment Period shall mean the period of time commencing as of the date of the recordation of this Declaration and continuing until the earliest of: (a) the date which is the twenty-fifth (25<sup>th</sup>) anniversary of the date of recordation of this Declaration; (b) the date that eighty percent (80%) of the Lots have been conveyed to Owners other than Declarant; or (c) the date Declarant assigns all of its rights, powers, easements, and privileges, and delegates its obligations, under this Declaration to the Association pursuant to Article V.

1.3. ARC shall mean the Architectural Review Committee, created by the Association for the purpose of reviewing all proposed Lot Improvements, all as further described in Section 8.1.

1.4. Assessment shall mean: (a) Common Assessments (as further described in Section 6.2); (b) Special Assessments (as further described in Section 6.6); (c) Reimbursement Assessments (as further described in Section 6.7); (d) Initiation Fees (as further described in Section 6.8), all of which are further defined herein.

1.5. Assessment Lien shall mean a continuing lien and equitable charge in favor of the Association for all sums assessed against any Lot in accordance with applicable law, all as further described in Section 6.12 hereof.

1.6. Assessment Year shall mean the calendar year or such other period of twelve consecutive calendar months selected by the Board for the levying, determining, or assessing of the annual Assessments under this Declaration.

1.7. Association shall mean Spring Creek Farms Homeowners Association, Inc., a Tennessee non-profit corporation, and its successors and assigns.

1.8. Board or Board of Directors shall mean the board of directors of the Association.

1.9. Budget shall mean a written, reasonably itemized estimate of the expenses to be incurred by the Association in the performance of its functions under this Declaration, prepared by the Board in accordance with the requirements of Section 6.3 hereof.

1.10. Builder shall mean (i) an Owner (other than Declarant) who acquires a Lot from Declarant for the construction of a single-family residence for resale to a third party, or (ii) a person or entity selected by an Owner for the construction of a single-family residence on a Lot. Builder shall be a licensed contractor in the state of Tennessee who is in the business of constructing, altering, or otherwise performing work on single family residences. D.R. Horton, Inc. is a Builder under this Declaration. Any Builder must first be approved by the Declarant (or, after the Appointment Period, by the Board), in accordance with Section 8.4 hereof.

1.11. Bylaws shall mean the Bylaws of the Association attached hereto as Exhibit B and incorporated herein, as the same may be amended from time to time.

1.12. Charter shall mean the Charter of the Association attached hereto as Exhibit C and incorporated herein, as the same may be amended from time to time.

1.13. Common Area or Common Areas shall mean all real property and Subdivision Improvements owned by and/or reserved for maintenance by the Association and such other property as shall become the responsibility of the Association through easements or otherwise, including without limitation all open space, walkways, greenways, walking trails, ponds, entrances, rights-of-way, sign easements, landscape easements, recreational areas, maintenance facilities, central mailbox facilities, and surface water detention facilities or other bodies of water as shown on the Plat and any future Plat. Developer shall be responsible for the initial construction of the Common Areas, in substantial conformity with plans and specifications approved by Declarant pursuant to a separate agreement.

1.14. Construction Personnel shall have the meaning set forth in Section 8.6 hereof.

1.15. Declarant shall mean Spring Creek Farms Partners, LLC, a Tennessee limited liability company.

1.16. Declaration shall mean this Declaration of Covenants, Conditions, and Restrictions for Spring Creek Farms, as the same may be amended from time to time.

1.17. Deed of Trust shall mean a recorded first priority deed of trust encumbering one or more Lots for the benefit of a Lender.

1.18. Delinquency Interest Rate shall mean an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law.

1.19. Design Guidelines shall mean guidelines that may be promulgated by the ARC from time to time in its discretion, specifying acceptable architectural styles, permissible materials, and acceptable locations for the construction of all Lot Improvements within the Development Property, all as further described in Section 8.8 hereof.



1.20. Developer shall mean Spring Creek Farm Partners, LLC, a Tennessee limited liability company, its successors and assigns. Developer shall be responsible for the initial construction of all of the Common Areas and Subdivision Improvements.

1.21. Development Period shall mean the period of time beginning on the date when this Declaration has been recorded, and ending eighteen (18) months after Declarant no longer owns any portion of the Development Property, unless earlier terminated by a recorded written instrument executed by the Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and recorded.

1.22. Development Activities shall mean development, construction, promotion, marketing, sale, and leasing activities of Declarant and/or Developer, as further described in Section 5.6 hereof.

1.23. Development Property shall mean the real property described on Exhibit A attached hereto and incorporated herein, and such additions thereto as may hereafter be annexed and added to the Development Property pursuant to Article VII.

1.24. Future Phase Property shall mean additional real property located adjacent to the Development Property that may be made subject to the terms of the Declaration from time to time during the Appointment Period by Declarant (and thereafter, by the Association), as further described in Article VII.

1.25. Indemnitees shall have the meaning set forth in Section 13.8 hereof.

1.26. Lender shall mean any bank, mortgage banker, savings and loan association or other financial institution which is in the business of making residential loans, is the beneficiary under a Deed of Trust, is not affiliated with the Owner of any Lot so encumbered, and has given written notice of its Deed of Trust to the Association.

1.27. Lot or Lots shall mean any plot of land within the Development Property permitted to be used for single family residential purposes and so designated on the Plat by a Lot number. A Townhome Unit, as defined herein, shall be deemed to be a Lot provided the Townhome Units are so designated on the Plat by a Lot number.

1.28. Lot Improvement shall mean any dwelling, dwelling addition, outbuilding, garage, barn, running shed, fence, wall, swimming pool, driveway, walkway, or other improvement constructed or located upon a Lot, only to the extent such improvements are approved by the ARC in accordance with the provisions of Article VIII.

1.29. Majority shall mean more than half.

1.30. Noncompliance Damages shall have the meaning set forth in Section 6.12 hereof.

1.31. Owner shall mean the Person(s) whose estates or interests aggregate fee simple ownership of a Lot. “Owner” shall not mean a Lender or other lienholder which holds a lien solely for security purposes and does not have possession of the Lot.

1.32. Person shall mean a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references as applicable, and use of the singular shall include the plural where the context so requires.

1.33. Plat shall mean the plat(s) recorded and to be recorded in the Register’s Office for Marshall County, Tennessee subdividing the Development Property into Lots and reflecting thereon the streets, common areas, utility easements, and other matters normally shown on subdivision plats. For avoidance of doubt, portions of the Development Property may be subdivided and platted prior to or upon the effective date of this Declaration, and additional phases of the Development Property may thereafter be subdivided and platted by the Declarant as part of its ongoing development work, and “Plat” shall be deemed to refer to any such additional plats of any portion of the Development Property that are hereafter recorded by Declarant.

1.34. Plot Plans shall mean the detailed plans prepared for construction or completion of any proposed Lot Improvement, which may include, at the request of the ARC (as defined in Section 8.1 hereof), the following: (a) plot plan, survey or copy of the recorded plat showing the dimensions of the Lot and the location of any proposed Lot Improvement; (b) the relationship of the proposed Lot Improvements to the front, rear, and side property lines; (c) elevation drawings of the front, sides, and rear of any new structure included within the proposed Lot Improvement; (d) all exterior color selections and building materials to be used; and (e) a landscaping plan, including all driveways, sidewalks, and terraces.

1.35. Property Manager shall mean a person or firm (which may be Declarant or an affiliate of Declarant), retained to manage and operate the Development Property and the Common Areas, to the extent deemed advisable by the Board, all as further described in Section 13.2 hereof.

1.36. Record or Recording shall mean the recording of an instrument in the Register’s Office of Marshall County, Tennessee.

1.37. Restrictions shall mean, collectively, the restrictions, covenants and conditions contained in this Declaration, any Supplemental Declaration(s), the Bylaws, the Charter, any architectural or design standards as provided for herein including the Design Guidelines, the Rules and Regulations, and any other document related to any of the foregoing, each as they may be amended or supplemented from time to time. *See Table 1* for a summary of the Restrictions.

1.38. Rules and Regulations shall mean the rules and regulations concerning the use of the Lots or the Common Areas, as may be adopted by the Board in accordance with this Declaration and the Bylaws from time to time.

1.39. Subdivision Improvement shall mean any infrastructure, building, building addition, outbuilding, garage, barn, running shed, detached structure, landscaping, fence, wall,

swimming pool, recreational facility, driveway, entrances, parking area, sidewalks, utility service, or such other improvement or structure constructed or located upon all or any portion of the Common Area. Developer shall be responsible for the initial construction of the Subdivision Improvements, in substantial conformity with plans and specifications approved by Declarant pursuant to a separate agreement.

1.40. Subsidy shall mean a contribution that Declarant may, but is not obligated to, contribute to the Association, that is equal to the difference between the amount of Assessments levied on all other Lots subject to assessment and the amount of the Association's actual expenditures during the fiscal year, as further described in Section 6.9 hereof.

1.41. Supplemental Declaration shall mean any amendment to the Declaration whereby either: (a) Declarant unilaterally submits additional property to the terms of the Declaration or otherwise amends the Declaration as provided herein; or (b) the Association, pursuant to the terms of the Restrictions, submits additional property to the terms of the Declaration or otherwise amends the Declaration. A Supplemental Declaration may impose additional or different restrictions and obligations on the property described therein.

1.42. Townhome Subassociation shall mean and refer to any Tennessee profit or non-profit corporation or unincorporated association and their successors or assigns, organized and established or authorized pursuant to or in connection with the Townhome Declaration, the membership of which is comprised of Owners of Townhome Units within all or part of the area burdened by the Townhome Declaration.

1.43. Townhome Declaration shall mean and refer to a written instrument (including any amendments thereto) containing covenants, conditions, restrictions, reservations, easements, equitable servitudes, or other provisions, or any combination thereof applicable to the Townhome Units. The Townhome Declaration may provide for a Townhome Subassociation comprised of Owners of Townhome Units covered thereby and for the right of the Townhome Subassociation to assess such Owners and to place liens upon the property of such Owners.

1.44. Townhome Unit(s) shall mean an attached, privately owned single-family dwelling unit which is a part of, and adjacent to, other similarly owned single-family dwelling units that are connected to but separated from one another by a common party wall, as the same may be constructed within the portion of the Development Property permitted to be developed as a townhome community.

1.45. Vote shall mean the vote in the affairs of the Association to which each Owner is entitled, as further set forth herein (including Section 3.2 hereof) and in the Bylaws.

## **ARTICLE II PROPERTY SUBJECT TO DECLARATION**

2.1. Property Subject to Declaration. Declarant hereby declares that the Development Property shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. The covenants and restrictions contained herein constitute covenants running with the land and shall

be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lot. Every Owner, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of the Restrictions, and by acceptance of same shall be deemed to have consented to and be bound by the terms, conditions, and covenants of the Restrictions.

2.2. Purpose of Declaration. This Declaration is executed: (a) in furtherance of a common and general plan for the Development Property and for those other parcels of land which may hereafter become part of the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of all land which is or becomes part of the Development Property; (c) to establish an Association to hold, maintain, care for, and manage the Development Property and to perform functions for the benefit of owners thereof; (d) to define the duties, powers, and rights of the Association; and (e) to define certain duties, powers, and rights of Owners within the Development Property.

2.3. Acceptance of Development. By the acceptance of a deed to any Lot, an Owner shall be deemed to have accepted and approved the Common Area and all Subdivision Improvements constructed thereon by that date including, without limitation, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, and all other infrastructure and improvements of the Development Property. **All such Common Area and all Subdivision Improvements shall be accepted by the Association and each Owner "AS IS" without any representation or warranty, express or implied, in fact or by law, with respect thereto, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials which have been or will be used in such property or repairs.**

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

3.1. Membership. Every current Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Membership shall transfer immediately upon conveyance of an interest in a Lot to a new Owner.

3.2. Voting. Each Owner shall be entitled to cast a single Vote for each Lot owned by such Owner; provided, however, whenever two or more Persons hold an interest (other than a leasehold or security interest) in a Lot, all such Persons shall be members of the Association, and the Vote for such Lot shall be exercised as they so determine, but in no event shall more than one Vote be cast with respect to such Lot. To the extent permitted by applicable law, no Owner shall be entitled to cast a Vote in the event such Owner is delinquent in payment of the Assessments, including any late charges, penalties, interest, and associated costs, due in connection with such Owner's Lot, until and unless all such delinquent payments are duly paid by such Owner.

3.3. Board of Directors. The Association shall be governed by a Board of Directors. During the Appointment Period, Declarant shall appoint the members of the Board, who shall be

subject to removal at any time by Declarant. After the Appointment Period, the members of the Board shall be elected as provided in the Bylaws.

#### **ARTICLE IV PROPERTY RIGHTS IN COMMON AREA**

4.1. General Owner Use and Enjoyment Rights. Except as may be provided in the Governing Documents, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to each Lot. Further, the Declarant reserves for itself, the Association, and the invitees pursuant to an Amenities License Agreement, a nonexclusive, perpetual easement of ingress and egress over the community pool and such portions of the Common Areas which are necessary to travel to and from the community pool.

4.2. No Partition. No Owner shall have the right to partition or seek partition of the Common Area or any part thereof.

4.3. Owner Liability for Damage. Each Owner shall be liable to the Association for any damage to the Common Area or for any expense or liability incurred by the Association by reason of the negligence or willful misconduct of, or any violation of the Restrictions by, such Owner, its tenant, occupant, family member, guest, agent, servant, or invitee. The Board shall have the power, as elsewhere provided in this Declaration, to levy and collect Reimbursement Assessments against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of the Restrictions, or for any increased insurance premiums directly attributable to any such damage or any such violation.

4.4. Damage, Destruction, or Required Improvements. In the event of damage to Common Area by fire, acts of God, or other casualty or in the event any governmental authority shall require any repair, reconstruction, or replacement of any Common Area, the Association shall have the duty to repair, reconstruct, or replace the same. Any insurance proceeds payable by reason of damage or destruction of Common Area by fire or other casualty shall be paid to the Association and shall be used and disbursed as provided herein. If funds from insurance proceeds or available reserves are insufficient to pay all costs of repair, reconstruction, or replacement of Subdivision Improvements damaged or destroyed, or if the Association is required to make repairs or replacements by governmental authorities, the Association may levy a Special Assessment or levy a Reimbursement Assessment against any Owner or group of Owners liable for such damage, as provided herein. Repair, reconstruction, or replacement of Common Area shall be done under such contracting and bidding procedures as the Board shall reasonably determine are appropriate.

4.5. Title to Association Properties upon Dissolution. In the event of the dissolution of the Association, the Common Area owned by the Association shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a non-profit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for purposes similar to those for which the Common Area was held by the Association. To the extent the foregoing is not possible, the Common Area

owned by the Association and the proceeds from the sale or disposition shall be distributed equally to the Owners.

4.6. Reserved Easements. Declarant hereby reserves for its benefit non-exclusive perpetual easements in, on, and over the Common Areas for access and temporary encroachments by Declarant's agents, employees, contractors and subcontractors (and the equipment and employees thereof), as well as Developer's agents, employees, contractors and subcontractors (and the equipment and employees thereof), during construction to the extent reasonably necessary to undertake the multi-phase development of the Development Property and the construction of Subdivision Improvements on various portions of the Development Property.

4.7. Maintenance of Common Areas. The management, maintenance and control of the Common Areas shall be conducted by the Association and the Board as provided herein and in the Bylaws.

## **ARTICLE V DECLARANT'S RIGHTS AND RESERVATIONS**

5.1. Applicability and Term. Declarant shall have and hereby retains and reserves certain rights set forth in this Declaration with respect to the Association and the Development Property. Declarant's rights and reservations set forth herein shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Association, and in each deed or other instrument by which any property within the Development Property is conveyed, whether or not specifically stated therein. The rights, reservations, and easements of Declarant during the Appointment Period set forth herein may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment hereto, including any amendment of this Article V. Declarant's consent to any such amendment shall not be construed as consent to any other or subsequent amendment. In the event of any conflict between rights reserved to Declarant anywhere in this Declaration and any other provisions of this Declaration or other Restrictions, then Declarant's rights shall control. In the event of Declarant default of its development loan or other financing related to the development of the Development Property that results in the transfer of ownership of the Development Property to its lender, then all of Declarant's rights, duties, obligations, liabilities, and any other responsibility set forth in this Declaration shall automatically be transferred and assigned to such lender.

5.2. Assignment. Declarant shall have the right to assign all or a portion of its rights, powers, easements, and privileges, and delegate its obligations, liabilities, and responsibilities, under this Declaration at any time to the Association or another third-party; provided such assignment shall be made in writing. The Association shall have the obligation to assume such rights, powers, easements, privileges, obligations, liabilities, and responsibilities upon written request of Declarant. In the event of any partial assignment, the assignee shall not be deemed Declarant but shall have the right to exercise such rights, powers, easements, and privileges of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis, and such assignment must be evidenced by an assignment and assumption document, recorded in the Register's Office for Marshall County, Tennessee.

5.3. Property and Facilities Transferred by Declarant. Declarant shall have the right to convey title to or interest in any property, including any Subdivision Improvements and personal property, to the Association, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Administrative Functions are not inconsistent with this Declaration. Any property or interest in property transferred to the Association by Declarant shall be unencumbered by any deed of trust.

5.4. Common Area Reconveyance. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Development Property originally conveyed by Declarant to the Association for no consideration to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines or accommodate changes in the Development Plan.

5.5. Additional Improvements. The initial construction of the improvements constituting the Common Areas and the Subdivision Improvements upon the Development Property are the responsibility of Developer. Thereafter, Declarant shall have the right, at any time and from time to time, but shall not have the obligation, to construct, at its expense, additional Subdivision Improvements which are for the betterment and enhancement thereof and for the benefit of the Association and the Owners. Declarant will convey or transfer such Subdivision Improvements to the Association, which shall be obligated to accept title to, care for, and maintain the same as elsewhere provided herein.

5.6. Promotion and Marketing. Declarant shall have the right to use the Common Area in connection with the development, construction, promotion, marketing, sale, and leasing of Lots (collectively, "Development Activities") by erecting and maintaining on any part of the Common Area such signs as Declarant, in its sole discretion, may deem desirable, necessary, or proper and by permitting prospective purchasers of any Lot who are not Owners to enter upon Common Area; provided, however, that Declarant shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses. Further, Declarant shall have the right to construct and operate business offices (including construction trailers), model residences, and sales offices incidental to the Development Activities. Declarant may delegate any of its rights under this Section 5.6 to Developer, at its discretion.

5.7. Development Completion. No provision of this Declaration or any other Restrictions shall be construed to limit the right of Declarant to, or require Declarant to, obtain approval from the Association or the ARC: (a) to complete, repair, alter, demolish, or remove Subdivision Improvements indicated on the Plat, as may be amended from time to time; (b) to complete Lot Improvements on any Lot owned by Declarant; (c) to create, add, withdraw, modify, alter, or redefine Lots or Common Areas; (d) to subdivide Lots; (e) to make the Development Property part of a larger planned community or to subject the same to a master association; or (f) to excavate, cut, fill, or grade any property owned by Declarant. Nothing in this Paragraph shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration. At Declarant's discretion, Declarant may record new or additional Plats to change boundary lines for Lots or Common Areas or to otherwise effect the rights described in this Section 5.7. In any case in which the designation and/or boundary lines of the same property shown on two different Plats

are different (for example, property is designated as a Lot on one plat and as a street on the other, or boundary lines are shown differently on two different Recorded Plats), the designations and boundary lines on the later-recorded of the Plats shall control. The ARC shall have no right to require review or approval of any plans or specifications of Declarant, or of any work performed by Declarant (or by Developer on behalf of Declarant), and any Design Guidelines promulgated by the ARC which purport to affect, impair or impede the construction, reconstruction, installation, or maintenance of any improvements performed by Declarant or its designated assignees (including Developer) shall be void as to Declarant and such designated assignees (including Developer). Developer shall construct the Common Areas and the Subdivision Improvements in substantial conformity with plans and specifications approved by Declarant pursuant to a separate written agreement.

5.8. Easements.

a. Declarant shall have the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, water, drainage, and other purposes incident to development of, construction on, or sale of Lots within the Development Property located in, on, under, over, and across Common Area or any Lot, whether owned by Declarant or otherwise, provided that such easements and rights-of-way that are located within the Common Area or a Lot owned by an Owner other than Declarant do not unreasonably interfere with the rights of Owners. Such easements and rights-of-way may include, without limitation: (a) the right of access, ingress, and egress for vehicular and pedestrian traffic and construction activities over, under, or within any portion of the Common Area as well as any Lot therein; (b) the right to tie into any portion of the Common Area with driveways, parking areas, and walkways; and (c) the right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services. The foregoing rights shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Declarant may delegate any of its rights under this Section 5.8 to Developer, at its discretion. Any damage shall be repaired by the party causing such damage, at its sole expense.

b. Declarant hereby grants and conveys to any Builder an easement for ingress and egress generally across the Development Property reasonably required to allow completion, repair and maintenance of any and all utility areas or improvements upon any Lots owned by Builder. In addition, Declarant hereby grants and conveys to any Builder a temporary construction easement, 5 feet in width along the side yard boundary lines of any Lot for the purpose of facilitating home construction on an adjacent Lot owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the residence constructed on the adjacent Lot by Builder.

5.9. Construction Activities. This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by the Declarant or a Builder upon or within the Development Property.



Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

5.10. Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant and any Builder will have the right and privilege: (a) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lot or Townhome Units in the Property; (b) to maintain Improvements upon Lot or Townhome Units as sales, model, management, business and construction offices; and (c) to maintain and locate construction trailers and construction tools and equipment within the Development Property. The construction, placement or maintenance of Improvements by Declarant or a Builder will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself and any Builder to conduct the activities enumerated in this Section 5.10 until twenty-four (24) months after expiration or termination of the Development Period.

## **ARTICLE VI ASSESSMENTS, CHARGES AND FINES**

6.1. Covenant to Pay and Commencement. Each Owner, excluding Declarant, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association: (a) Common Assessments; (b) Special Assessments; (c) Reimbursement Assessments; (d) Initiation Fees; and (e) fines or charges which may be imposed against such Lot in accordance with the provisions of this Declaration. An Owner's obligation to pay Assessments and any other duly levied charge shall commence on the first day of the first month following the latter of (a) issuance of a certificate of occupancy for the residential dwelling located on the Lot by the appropriate governmental agency or (b) conveyance of the Lot to an Owner intending to occupy said Lot for residential use or use such Lot for residential purposes. The Assessments for the then current Assessment Year shall be prorated on the basis of the number of months remaining in such Assessment Year. Assessments shall not commence with respect to any Lot until it has been improved with a residence conveyed to a Purchaser for purposes of occupancy.

6.2. Common Assessment. The Board shall have the power and authority to levy a "Common Assessment" to fund the annual or other periodic costs of operating the Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Association which are to be paid by each Owner to the Association. Expenses which may be duly incurred on behalf of the Association in connection with the performance of Administrative Functions include, without limitation, the following:

a. Expenses of maintenance, operation, repair, replacement, and security of the Common Area, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith.

b. Utility charges for utilities serving the Common Areas and for the lighting of streets throughout the Common Areas, as well as charges for other common services for the Development Property.

c. Expenses related to sprinkler systems, supplemental trash disposal, recycling collection, seasonal decorative lighting, and other seasonal landscaping.

d. Expenses related to maintenance of the entrance features serving the Development Property, as well as maintenance of the detention ponds and related stormwater drainage facilities serving all or a portion of the Development Property, whether or not such detention facilities or entrance features are located on Common Areas or not;

e. Principal, interest, and other charges payable with respect to: (i) loans to the Association to provide funds to perform any Administrative Function or to pay any other obligation of the Association, including, without limitation, loans financing the construction of Improvements for the Common Area; and (ii) loans from Declarant made to the Association to fund Association expenses prior to the time when Common Assessments payable by Owners other than Declarant are sufficient to fund the normal operating expenses of the Association.

f. Other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, insurance premiums, utility charges, and government charges not separately assessed against Lots.

g. The establishment and maintenance of a reasonable reserve fund or funds for: (i) maintenance, repair, and replacement of those portions of the Common Areas that must be maintained, repaired, or replaced on a periodic basis; and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

h. The services of a person or firm to provide security for the Development Property to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

i. Legal and accounting services necessary or advisable in the operation of the Common Areas and the enforcement of this Declaration, the Bylaws, and any Rules and Regulations made pursuant thereto.

j. Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

k. A fidelity bond naming the Property Manager, and such other persons as may be designated by the Board as principals and the Board, Association and Owners as obligees, in an amount to be determined from time to time by the Board.

6.3. Common Assessment Calculation. Prior to commencement of each Assessment Year, the Board shall fix the amount of the Common Assessment by preparing a Budget for the Administrative Functions to be provided by the Association in the coming Assessment Year. The proposed Budget is to show the categories of expenses and the anticipated amounts of expenses for which Common Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Association for such Assessment Year, as well as any expected surplus from the prior Assessment Year. At the office of the Association or its agent, copies of the proposed Budget and the Budget for the current Assessment Year will be made available by the Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board shall allocate the Common Assessment equally among the Lots. During the Development Period, assessments shall not be increased more than five percent (5%) annually without the approval of any Builder, not to be unreasonably withheld conditioned or delayed.

6.4. Assessment Notice. Notice of any Assessment set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, facsimile transmission, or electronic transmission to the address or other contact information provided to the Board by the Owner for notices provided herein or, in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot. Such notice shall state the type of Assessment being levied, the amount to be paid, payment frequency (annual, quarterly, monthly, or as otherwise set by the Board), and the payment due date(s), as well as any other required information. Notices will be given to Owners in a reasonable period of time prior to the payment or first installment due date.

6.5. Failure to Establish Common Assessments. The failure by the Board to levy Common Assessments for any Assessment Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of liability of any Owner to pay Common Assessments, or any installment thereof, for that or any subsequent Assessment Year. In the event of such failure, the amount of the Common Assessment for that Assessment Year shall be, until subsequently modified by the Board, the same as for the most recent year for which Common Assessments shall have been levied.

6.6. Special Assessments. The Board may levy one or more Assessments to be known as "Special Assessments" for the purpose of raising funds not provided by Common Assessments to: (a) construct or reconstruct, repair, remodel, replace, or maintain Subdivision Improvements, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Common Area; (b) add to the Common Area; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to

enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board. The amount of Special Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Special Assessment notice shall state the purpose of the Special Assessment.

6.7. Reimbursement Assessment. Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment" against any Owner to reimburse the Association for any loss sustained by reason of the willful or negligent failure of such Owner to comply with the Restrictions, which resulted in the expenditure of funds by the Association to remedy a problem or to cause such compliance. In addition to the other information required to be set forth in Assessment notices, a Reimbursement Assessment notice shall state the reason(s) therefor and detail the expenditures being reimbursed.

6.8. Initiation Fee.

a. Upon each and every conveyance of a Lot after a certificate of occupancy has been issued for the residential dwelling located thereon, an initiation fee in an amount determined by the Board of Directors in its sole discretion ("Initiation Fee") shall be made by or on behalf of the new Owner to the Association as set forth below. The Initiation Fee shall be an Assessment against the Lot and shall be in addition to, not in lieu of, any other Assessments. The Initiation Fee shall be payable at closing, or, if not paid at closing, paid immediately upon demand by the Association, shall not be prorated, and the Association shall have all rights under the Declaration to collect such Assessment if it is not paid. The Initiation Fee may be used by the Association for any purpose which provides a direct benefit to the Association or Development Property, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. The Initiation Fee shall not apply to any Lender who obtains title to a Lot pursuant to remedies provided in the Deed of Trust, or upon foreclosure of the Deed of Trust, or upon receiving a deed (or assignment) in lieu of foreclosure, but shall apply to any Owner acquiring title to the Lot from such Lender.

b. Notwithstanding the foregoing provision, the following transfers will not be subject to the Initiation Fee; (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. Additionally, the Declarant and an Owner who is a Builder will not be subject to the Initiation Fee.

6.9. Declarant Subsidy. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall cover, at Declarant's sole expense, by payment of a subsidy to the Association any deficiency in the operating budgets of the Association and/or the Townhome Association after application of all assessments and other charges have been applied until such time as seventy-five percent (75%) of the Lots, as applicable, are sold and occupied as a residence.

6.10. Fines; Notice and Hearing.

a. Notice. Prior to imposition of a fine (neither a Reimbursement Assessment nor a late charge shall constitute a fine), Declarant or the Board, as the case may be, shall serve the alleged violator with written notice describing: (i) the nature of the alleged violation and the time period in which to correct it; (ii) the proposed fine to be imposed; (iii) a period of not less than ten (10) days or, in the event of an unapproved sign, twenty-four (24) hours, within which the alleged violator may present a written request for a hearing to the Board; (iv) the name, address and telephone number of the person to contact to challenge the fine; (v) that statements, evidence, and witnesses may be produced by the violator at the hearing; and (vi) a statement that the proposed fine shall be imposed as contained in the notice unless a challenge is made within ten (10) days, or twenty-four (24) hours in the event of an unapproved sign, of the notice. If a timely challenge is not made, the fine stated in the notice shall be imposed. The issuance of a fine shall not constitute a waiver of the right to issue future violations of the same or other provisions and rules by any Person.

b. Hearing. If a hearing is requested within the allotted ten (10) day or twenty-four (24) hour period, as applicable, the hearing shall be held before the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any fine 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 or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the fine, if any, imposed.

c. Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Restrictions by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules), and any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed as trespass. In addition, the Board shall have the right to file 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.

6.11. Delinquent Payment. All Assessments or other duly levied charges or fines under this Declaration shall be due and payable on the date set forth in the notice related thereto. Any Assessment or any portion thereof not paid when due shall be deemed delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as may be determined by the Board from time to time and shall bear interest from the date due at the Delinquency Interest Rate. Any Owner who is delinquent in the payment of any Assessment or other charge duly levied by the Association against such Owner's Lot shall not be entitled to Vote until all such Assessments and charges, together with reasonable penalties, interest, and costs of

collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may suspend the right of such Owner to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. The foregoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Assessments.

6.12. Enforcement: Liens and Personal Obligation. In order to secure payment of Assessments, fines, or other duly levied charges assessed against any Lot pursuant to this Declaration as the same become due, there shall arise a continuing lien and equitable charge ("Assessment Lien") in favor of the Association for all such sums, together with court costs, reasonable attorneys' fees, late charges, any other collection costs, and interest thereon as provided herein (collectively, "Noncompliance Damages"). If any Assessment, fine, or other duly levied charge remains unpaid for sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect Noncompliance Damages, foreclose its Assessment Lien, or both. The Assessment Lien shall be in favor of the Association and each Owner, by acceptance of a deed to a Lot vests in the Association, or its agents, the right and power to sue or otherwise proceed against such Owner for the collection of Noncompliance Damages and/or to foreclose the Association's Assessment Lien. The Association shall have the power to bid on the Lot at any such foreclosure sale and to acquire, hold, lease, pledge, and convey same except that the amount the Association may bid at any such sale may not exceed the total amount owed to the Association by the delinquent Owner. The Noncompliance Damages shall also be the personal obligation of the Person who was the Owner at the time the Assessment, fine, or other duly levied charge became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. Any sale or transfer described herein shall not relieve such Lot from liability for any Assessments accruing after such sale or transfer.

6.13. Priority of Assessment Lien. The Assessment Lien described in the preceding Paragraph shall be superior to all other liens and encumbrances on such Lot except for: (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid under a Deed of Trust, under any secondary purchase money lien, or under any lien held by Declarant, and all amounts advanced pursuant to any such Deed of Trust or lien and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the Assessment Lien to the foregoing Deeds of Trust and liens shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure. Further, notwithstanding the foregoing, any lien held by a party related to, affiliated with, or controlled by the Owner of the Lot on which such lien exists shall not be entitled to such priority unless such party obtains the written agreement of the Association that it will be entitled to such priority before making such loan. All Persons acquiring other liens or encumbrances on any Lot after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

6.14. Exempt Property. Development Property or any portion thereof that is dedicated to and accepted by a local public authority, is granted to or used by a utility company, or is designated part of the Common Areas shall be exempt from Assessments. Furthermore, Declarant hereby declares that any Lot titled in its name, whether now or at any time in the future, shall be

exempt from Assessments until such time as Declarant sells, transfers and conveys such Lot to a third-party homeowner. Any Lot titled in the name of Developer is also exempt from Assessments, until such time as Developer sells, transfers and conveys such Lot to Declarant and Declarant thereafter sells, transfers and conveys such Lot to a third-party homeowner.

6.15. No Offsets. All Assessments shall be payable in the amounts specified in the notice related thereto, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Common Area or Subdivision Improvements or any claim that the Association, the Board, or any committee of the Board is not properly exercising its duties and powers under this Declaration.

6.16. Estoppel Certificate. Upon the payment of such reasonable fee as may be determined from time to time by the Board and upon the written request of any Owner or any Lender or Person intending to acquire any right, title, or interest in the Lot of such Owner, the Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association and then unpaid with respect to such Lot and the Owner thereof, as well as the amount of any Assessment levied against such Lot, which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association to establish that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot.

6.17. Records of Assessments. The Association shall cause to be maintained in the office of the Association or their managing agent a record of all Owners, their Lot(s), and the Assessments, fines, and other duly levied charges applicable thereto that shall be open to inspection by any Owner.

## **ARTICLE VII ANNEXATION AND WITHDRAWAL OF PROPERTY**

7.1. Annexation by Declarant. From time to time during the Appointment Period, Declarant may unilaterally add to the Development Property additional real property located adjacent to the Development Property (the "Future Phase Property"). Nothing in this Declaration shall be construed to require Declarant to annex or develop any Future Phase Property.

7.2. Annexation by Owners – Post Appointment Period. Following the termination of the Appointment Period, the Owners may annex Future Phase Property upon the affirmative vote of at least sixty-seven percent (67%) of the Votes present in person or by proxy at a meeting duly called for such purpose.

7.3. Manner of Annexation. The annexation of any Future Phase Property shall be effective upon Recording of a Supplemental Declaration that shall: (a) be executed by the then Owner(s) of the Future Phase Property described therein; (b) contain an adequate legal description of the Future Phase Property; (c) contain a reference to this Declaration stating its Recording date and the book and page or instrument number; and (d) contain a statement that the Future Phase Property is declared to be part of the Development Property under this Declaration and that the Future Phase Property shall be subject to this Declaration.

7.4. Withdrawal of Annexed Property by Declarant. After receipt of written approval of any Builder, any portion of the Development Property may be unilaterally withdrawn by Declarant from the terms and conditions of this Declaration, and from such Supplemental Declaration related thereto. The withdrawal of such property may be accomplished by Declarant's execution and Recording of a written notice of such withdrawal.

## **ARTICLE VIII IMPROVEMENTS AND ARCHITECTURAL STANDARDS**

8.1. Architectural Review Committee. The Association shall have an Architectural Review Committee ("ARC") consisting of no more than three (3) members. During the Appointment Period, Declarant shall appoint the members of the ARC, who shall be subject to removal at any time by Declarant. Declarant, in its sole discretion, may alone constitute the ARC and until the ARC is so appointed, all references herein to the ARC shall mean Declarant. After the termination of the Appointment Period, the members of the ARC shall be appointed and shall be subject to removal at any time by the Board. The purpose of the ARC is to determine whether or not a proposed Lot Improvement, and all features thereof, is consistent with the overall development scheme for the Development Property and otherwise compatible with other improvements and dwellings constructed within the Development Property. The ARC shall be the sole judge and arbiter of such consistency and compatibility.

8.2. Submission of Plans.

a. Except as otherwise expressly provided in Article IX, no Lot Improvement shall be placed, erected, or installed until the Plot Plans and such other information as may be necessary or otherwise requested by the ARC have been approved in writing; provided, however, no such approval is necessary for an Owner to remodel, paint, or redecorate the interior of any Lot Improvement, repaint the exterior of a Lot Improvement in accordance with the originally approved color scheme, or rebuild a Lot Improvement in accordance with prior approved Plot Plans.

b. Notwithstanding the foregoing, a Builder shall not be required to seek Declarant or ACC approval for Improvements and materials that have previously been approved by the Declarant and/or the ACC. In the event that a Builder desires to construct Improvements which contain material modifications to the previously approved plans, including but not limited to any changes in the kind, shape, color, size, materials, and location of any structure, building, fence, wall, driveway, path, or landscaping, then the Builder must obtain ACC approval. In such event, ACC shall respond to Builder within fourteen (14) days following receipt of such plans from Builder or such plans shall be deemed approved. Any new plans submitted by Builder must in compliance with the Design Guidelines in existence as of the date of this Declaration and all applicable government, state, or local regulations.

8.3. Approval of Plans. Except as provided in Section 8.2.b, the ARC will certify its approval or disapproval of the Plot Plans within thirty (30) days of the ARC's acknowledged receipt



of such and any other requested information and materials. The ARC's approval of Plot Plans for any proposed Lot Improvement shall be effective for a period of six (6) months only; and if construction of the proposed Lot Improvement shall not have commenced within that time period, the approval shall no longer be valid. In the event written approval is not received within thirty (30) days after the Plot Plans and all requested additional information and materials have been submitted and acknowledged as received by the ARC, then the request for approval shall be deemed DENIED.

8.4. Approval of Builder. After receipt of approval of Plot Plans, Lot Improvements shall not commence until Declarant during the Appointment Period and thereafter the Board has given written approval of the Owner's Builder; provided, however, no liability shall accrue to Declarant or the Board on account of such approval. Notwithstanding anything herein to the contrary, Declarant's performance of construction and any related work in, on, or upon the Development Property shall not require any written approval or consent by the Board.

8.5. Construction of Improvements. Once the ARC approves the Plot Plans, the Lot Improvements shall be constructed in substantial conformity with the approved Plot Plans. Actual construction shall commence before the expiration of the ARC's approval as provided herein above. At all times during the construction of any Lot Improvement, Declarant during the Appointment Period and thereafter the Board or an authorized agent thereof shall have access to same for the purpose of inspection and confirmation that the construction is in substantial accordance with the Plot Plans as approved by the ARC. If the construction is found not to be in substantial accordance with the Plot Plans as approved by the ARC, then the Owner shall be given written notice of such non-compliance and the basis therefor. If the violation is not brought into compliance or an acceptable resolution is presented in writing by the Owner within five (5) business days of the delivery of such written notice, then Declarant during the Appointment Period and thereafter the Board shall be authorized: (a) to stop construction and all activities related thereto concerning any Lot Improvement until same is made compliant; (b) to assess reasonable fines related to the non-compliance; and (c) to make the necessary corrections or to take necessary action to make the Lot Improvements compliant at the Owner's expense.

8.6. Duties of Owner During Construction. An Owner shall be held responsible for the acts of a Builder and its employees, subcontractors, suppliers, and other parties involved in constructing the Lot Improvements (collectively, the "Construction Personnel"), including without limitation:

- a. Ensuring that the Construction Personnel are adequately bonded and insured.
- b. Ensuring that the Lot is kept clean and free of debris and waste materials and that stockpiles of unused materials are kept in a neat and orderly fashion.
- c. Ensuring that all Tennessee Department of Environment and Conservation guidelines are complied with in regard to silt and erosion control.

d. Ensuring that all driveways are sufficiently graveled, a portable toilet is available and used by the Construction Personnel, and any mud or other debris dispersed by construction of the Improvement are removed from adjoining roadways as soon as possible.

e. Ensuring silt fences are installed as required to keep silt, mud, and other debris off of the roadways.

8.7. Limited Effect of Plan Approval. The approval by the ARC of Plot Plans for the construction of a Lot Improvement is not intended to be an approval of the structural stability, integrity, or design of a completed Improvement, the safety of any component therein, or the compliance thereof with the regulatory requirements or any federal, state, or local law, regulation, or ordinance.

8.8. Design Guidelines.

a. The ARC may, in its discretion, promulgate “Design Guidelines” specifying acceptable architectural styles, permissible materials, and acceptable locations for the construction of all Lot Improvements within the Development Property. All Plot Plans for Lot Improvements must be consistent with such Design Guidelines, which may be amended from time to time by Declarant during the Appointment Period and thereafter by the Board. In the event of any conflict between the terms and provisions of the Design Guidelines, if any, and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. Copies of the current Design Guidelines, if any, may be purchased at a reasonable cost.

b. Notwithstanding the foregoing new plans submitted by Builder must be in compliance with the Design Guidelines in existence as of the date of this Declaration and all applicable government, state, or local regulations.

## **ARTICLE IX RESTRICTIONS**

9.1. Residential Use. No Lot shall be used for any purpose other than private, single family residential purposes.

9.2. Occupancy Permit. No dwelling upon any Lot may be occupied prior to the issuance of a final use and occupancy permit for it by the applicable governing authority and approval of the ARC.

9.3. Lease. No dwelling upon any Lot shall be leased by an Owner except by a written lease. The lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of the Restrictions, which shall be expressly incorporated into the lease. Upon request by the Board, the Owner of a Lot shall deliver to the Board within ten (10) days a copy of the lease for the Lot. Failure to comply with this Declaration shall be a default under such lease. No Owner may lease less than the whole of a dwelling. This restriction shall

not be deemed to prohibit a Lender which takes title to a Lot pursuant to the terms of its security instrument from leasing the same for a limited time until the Lender can find a buyer for the Lot. Notwithstanding anything herein to the contrary, under no circumstances shall a Lot be leased, rented or used for short-term transient or hotel purposes or rented through short-term internet rental services, including, without limitation, VRBO, Airbnb, HomeAway, or such other similar rental services.

9.4. Yards and Landscaping. Lawns shall be maintained in a neat and orderly fashion so that the grass, shrubbery and other landscaping does not become overgrown. In the event an Owner fails to maintain their lawn as provided in this Paragraph after three (3) days written notice to do so, the Board shall have the right to complete the lawn maintenance and the cost thereof shall be a lien against the Lot to secure the repayment of such amounts. Yard art and water features shall not be permitted in the front yard or otherwise visible from any street.

9.5. Fencing. All fencing, including selection of materials, location, height, and design, must be approved in advance by the ARC prior to installation on any Lot. No fence shall be installed or maintained in the front yard of a Lot or nearer to the front lot line than half the distance to the rear of the dwelling, for corner Lots, not nearer to the lot line facing the more minor side street than the side of the dwelling. With regard to fence requests, fence placement is approved based on drainage swales and drainage flow and may vary property to property. When a request for a fence falls within a drainage easement or utility easement the owner understands that they are installing within an easement and takes full responsibility if there are any issues with drainage or access to the easement. The homeowner takes full responsibility if the municipality that has easement rights requires that the fence be moved or removed due to drainage issues or limited access to the easement.

9.6. Clotheslines and Lighting. No clotheslines or clothes hanging devices shall be permitted on any Lot. Outside lights at eaves and door entrances, flood lights, and spotlights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Exterior flashing lights shall be prohibited. Any walkway, driveway, or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season, defined for these purposes as November 15<sup>th</sup> – January 15<sup>th</sup>. Any lighting inconsistent with these restrictions must be approved by the ARC.

9.7. Swimming Pools and Spas. Swimming pools, hot tubs, and spas may be constructed or installed in the rear yard of Lots for the use of Owners and their guests so long as: (a) they are of a permanent nature and are below ground level; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules, and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at Owner's expense; (d) such swimming pools, hot tubs, and spas are hidden from neighboring Owners by permitted privacy fencing; (e) construction or installation is not commenced until after the commencement of the construction of the dwelling; and (f) the ARC has approved the plans prior to installation. Above ground pools are expressly prohibited.

9.8. Outside Recreation Equipment. An Owner may install, in cement, one (1) in-ground basketball goal on the side of the driveway that is farther from the center of the house without ARC approval. The basketball goal backboard must be perpendicular to the public street and mounted on a black metal pole. Portable basketball goals are permitted but must be stored in the rear of the lot or inside garage from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair. All other playground and recreational equipment (e.g., swings, slides, trampolines, playhouses) must be approved by the ARC prior to installation and must be located to the rear of the Lot.

9.9. Antennas and Solar Panels. An Owner may install an antenna or satellite dish covered by the Federal Communications Commission's Over-the-Air Reception Devices rule, as that rule may be amended from time to time, without ARC approval. No other antenna or satellite dish may be installed without ARC approval. No solar panels shall be permitted on any Lot without ARC approval.

9.10. Flags. No flag poles shall be permitted on any Lot. An Owner may install one (1) flag mounting structure or device on the garage, side, or front of a house located on a Lot without ARC approval. The only flags permitted to be flown on such mounting structure or device shall be the official or replica flags of the United States, the state of Tennessee, and any branch of the United States armed forces.

9.11. Window Units / Treatments. All supplements to the central air conditioning system must be used, erected, placed, or maintained on the rear of the dwelling structure. No window or wall type air conditioning system shall be permitted to be seen from the street view of any Lot and all such systems shall be installed flush with the exterior wall surface. Except for blinds and curtains, all window treatments that are visible from any street or Common Area shall be subject to approval of the ARC, in its sole discretion.

9.12. Detached and Temporary Structures. An Owner may construct or locate one (1) detached storage building in the rear yard of a Lot within a privacy fence with the prior written approval of the ARC. The storage building must conform to the following standard: (a) the surface area of the pad on which the storage building is constructed is no more than one hundred (100) square feet; (b) the height of the storage building, measured from the surface of the Lot, is no more than nine (9) feet; (c) the exterior of the storage building is constructed of the same or substantially similar materials and of the same color as the principal residential structure constructed on the Lot; (d) the roof of the storage building is the same material and color as the roof of the principal residential structure constructed on the Lot; and (e) the storage building is constructed within all applicable building setbacks. No storage building may be used for habitation. All other detached structures must be approved by the ARC, in its sole discretion, and located in the rear yard. No trailer, camper, bus, garage, tent, shack, barn, shed, carport, or other outbuilding shall be erected, moved onto, stored, or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9.13. Detention Pond. Any detention pond or detention area, which encroaches on or lies wholly or partially within any Lot, shall not be filled, disturbed, or altered in any way by the

Owner. The visible areas of these detention ponds or detention areas will be maintained and mowed within the boundaries of same as shown on the Plat.

9.14. Curb Cuts and Damage. Any Owner who makes a curb cut or damages any Common Area shall be responsible for repairing same at such Owner's sole expense and at the direction and to the satisfaction of Declarant during the Appointment Period and thereafter the Board. Any such Owner shall reimburse Declarant or the Association for the cost of any such repairs, if Declarant or the Board repairs the damages.

9.15. Garage/Yard Sales. Garage sales or any other similar private or public sale of goods, personal property, or services shall be held only on specified days and at specified times on a community wide basis and in accordance with any Rules and Regulations to be established by the Board in connection therewith.

9.16. Garbage Disposal. Trash, garbage, or other waste shall be kept in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage or other designated area serving the Lot in question. No garbage cans, trash containers, recycling containers, or any other such trash receptacles shall be permitted in public view except for a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said services.

9.17. Vehicle Storage. No mobile home, bus, camper, boat, trailer, dump truck, semi-truck, or other vehicle having more than two (2) axles, or having a gross vehicle weight rating in excess of fourteen thousand (14,000) pounds, may be parked or stored on any street or in public view within the Development Property, except for vehicles and equipment necessary for and being used in the development, construction, repair, or service of the same. In addition to the foregoing, no commercial vehicles shall be parked on driveways or in streets for periods of time exceeding twelve (12) consecutive hours or for more than seventy-two (72) hours in any calendar week. For the purposes of this Paragraph, "commercial vehicle" shall mean any car, truck, van, or trailer not owned by or exclusively used by an Owner that: (a) is used to transport tools, materials, or supplies, (b) is used to deliver or pick up goods, or (c) contains onboard/built-in devices or hardware that are designed to provide maintenance, installation, or repair services.

9.18. Vehicle Service. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on any street or in public view within the Development Property. Vehicles may not be assembled or serviced unless completely hidden from public view. For purposes of this Paragraph, "serviced" shall not be deemed to include the cleaning, washing, or polishing of a vehicle; the changing of oil, lubricants, anti-freeze, or other fluids; or the replacing of air, oil, or other filters used in the vehicle.

9.19. Parking. All Owners shall park their vehicles first, to the extent possible, in the garage for that Lot, if applicable, and then in the driveway. Owners shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for access and repair. Vehicles may not be parked on grass or yard areas. No Owner shall permit any vehicle (operable or inoperable) to remain parked on any street within the

Development Property for a period of more than seventy-two (72) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot visited by such vehicle owner. Declarant, the Association, and the Board shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor shall they be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein shall include, without limitation, golf carts, motorhomes, buses, watercraft, trailers, motorcycles, scooters, trucks, all-terrain vehicles, campers, and automobiles.

9.20. Livestock, Poultry, and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. Swine do not constitute household pets. At all times when such household pet is not confined on the Lot of its owner, said pet shall be leashed or otherwise under the immediate control of the Person(s) with it. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet anywhere other than on the Lot of its owner.

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

9.22. Signs. No sign, billboard or poster of any kind shall be permanently displayed upon any Lot. An Owner may temporarily display nonpolitical and noncampaign signs (e.g., "For Sale" signs) without ARC approval so long as: (a) each such sign has a surface area of six (6) square feet or less; (b) no more than two (2) such signs are displayed per Lot; (c) no such sign is placed outside the boundary of the Lot, within any right-of-way, Common Area, or Lot owned by another Person; and (d) each such sign complies with rules that may be adopted by the Board from time to time. In accordance with the Tennessee Freedom of Speech Act, an Owner may display political and campaign posters and signs without ARC approval during the period beginning sixty (60) days before a general election and ending the day after the next subsequent general election so long as each such sign has a surface area of six (6) square feet or less. The Board may adopt additional reasonable rules regarding the placement of temporary political and campaign posters and signs so long as such rules comply with the Tennessee Freedom of Speech Act, as such act may be amended from time to time.

9.23. Hobbies. The pursuit of hobbies that are inherently dangerous shall be conducted only in garages and such activities must not be visible from streets, Common Areas, or neighboring Lots. Activities such as the shooting of firearms, fireworks, or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Board, which may be granted in the sole discretion of the Board.

9.24. Noise. No Owner shall cause or allow any use of such Owner's Lot that results in noise which disturbs the peace and quiet of the Development Property. This restriction includes, without limitation, dogs that disturb Owners by barking, whining, or howling loudly and frequently, exterior music systems, public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

9.25. Nuisances. Each Owner shall refrain from any act or use of such Owner's Lot that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighboring Lots. No noxious, offensive, or illegal activity shall be carried out upon any Lot.

9.26. Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on or within the Common Area and such prohibition shall be final and binding on all Owners.

9.27. Compliance and Penalty. Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance with any provision of this Article, including, without limitation, assessment of fines or corrective action to bring any violation into compliance. The Owner shall, upon demand, immediately pay the fine or reimburse Declarant or other performing party for all costs incurred, including reasonable attorneys' fees. Declarant and thereafter the Association shall have a lien on the Lot and Improvements thereon to secure payment of fines or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

## **ARTICLE X**

### **LOT IMPROVEMENT DAMAGE**

10.1. Lot Damage, Destruction, or Maintenance. In the event of damage or destruction to any Lot Improvement, the respective Owner thereof agrees as follows:

a. In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. To the extent the Owner desires to reconstruct the Lot Improvement, any such reconstruction shall be accomplished in conformity with the original Plot Plans of the Lot Improvement so destroyed, subject to any changes or modifications as approved by the ARC, or, in the event such Plot Plans cannot be located, then such reconstruction shall be accomplished in conformity with those exterior façades and materials which are then in existence in the Development Property at the time of the reconstruction, and subject further to the written approval of the ARC.

b. In the case of partial damage or destruction, the Owner shall promptly clear the Lot of debris and cause the damage or destruction to be repaired and restored in a first-class condition in accordance with the original Plot Plans of the Lot Improvement. Any change or alteration must be approved by the ARC. In no event shall any damaged Lot Improvement be left unrepaired and unrestored in excess of ninety (90) days.

c. If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, the Owner shall have an easement on the property of the other Owner for the purpose of this construction. The Lot Owner performing said construction or repairs shall be responsible for the cost of restoration on any such Lot necessitated by the use of the easement thereon.

## **ARTICLE XI LENDER PROVISIONS**

11.1. General. In addition to any other rights granted to Lenders elsewhere in this Declaration, the rights and protections of this Article are hereby granted to and for the benefit of any Lender.

11.2. Actions Requiring Lender Approval. Without the prior written consent of a majority (based upon one vote for each Lot encumbered by a Deed of Trust) of all Lenders that have requested notice of any proposed abandonment or termination of the restrictions declared herein, the Association shall not be entitled by act or omission to seek to abandon or terminate such restrictions; provided, however, approval of such abandonment or termination shall be implied against any Lender in the event they fail to submit a response in writing to the Association within sixty (60) days of service of such notice by certified or registered mail, return receipt requested, to said Lender at the address listed in the records of the Association.

11.3. Records Examination. Lenders shall have the right to examine the books, records, and financial statements of the Association, as well as the Restrictions, at reasonable times and upon reasonable notice.

11.4. Insurance Policy. Lenders shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

11.5. Insurance Proceeds – Common Areas. No Owner or any other party shall have priority over any rights of the Lenders pursuant to their Deeds of Trust in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

11.6. Owner Default. A Lender, upon written request, shall be notified by the Association in writing if the Owner of any Lot encumbered by such Lender's Deed of Trust fails to cure within sixty (60) days a default of said Owner's obligations under the Restrictions.

11.7. Owner Notice to Board. Upon request, each Owner shall be obligated to furnish to the Board the name and address of the holder of any Deed of Trust encumbering such Owner's Lot.

11.8. Lender Notice to Board. Lenders shall request notice of the matters set forth herein by making written request to the Board upon becoming a Lender hereunder and requesting that the name and address of such Lender and the Lot so encumbered be identified by the Board in the



records for the Association. Any notice requesting approval of any Lender as required herein shall advise said Lender that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Lender of the matter for which approval is being sought.

11.9. Disposition by Lender. Any Lender who obtains title to a Lot pursuant to remedies provided in the Deed of Trust, or upon foreclosure of the Deed of Trust, or upon receiving a deed (or assignment) in lieu of foreclosure, shall take the Lot free of any claims for unpaid Assessments and charges against the encumbered Lot, which accrue prior to the time such holder comes into possession of same. Specifically, and without limitation, the provisions of the Restrictions shall not impair the rights of any Lender to: (a) foreclose or take title to a Lot pursuant to remedies provided in the Deed of Trust; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by an Owner; or (c) sell a Lot acquired by the Lender.

## **ARTICLE XII AMENDMENTS**

12.1. Owners. The provisions of this Declaration may be changed, modified, or amended by Supplemental Declaration or other written and properly recorded instrument setting forth such change, modification, or amendment, upon the affirmative vote of more than fifty percent (50%) of the Votes present in person or by proxy at a meeting duly called for such purpose in which a quorum is present (with quorum being defined in Section 6.01 of the Bylaws), or the affirmative written consent of more than fifty percent (50%) of all Votes in the Association, unless a higher percentage of Votes is required elsewhere in this Declaration or applicable law. Revocation of this Declaration shall require the affirmative vote of one hundred percent (100%) of all Votes in the Association. Any such change, modification, amendment, or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office of Marshall County, Tennessee. Notwithstanding the foregoing, any such change, modification, amendment, or revocation that would change or delete any right, remedy, benefit, or privilege afforded to Declarant under this Declaration, the Charter, or the Bylaws shall require the verified written consent of Declarant upon such instrument in order to be effective.

12.2. Declarant. Declarant hereby reserves and shall have the right, power, privilege, and authority, in its sole discretion, to amend this Declaration and any Exhibit hereto without the consent, joinder, or approval of the Association, the Board, Owner, any Person having a contractual right to purchase a Lot, any Lender or beneficiary of any Deed of Trust on any Lot or any other Person; provided, however, during the Development Period, any amendment to this Declaration and any Exhibit hereto shall require the approval of any Builder. Such right, power, privilege, and authority of Declarant shall expire two (2) years after the termination of the Appointment Period. Declarant shall be in no way obligated to amend this Declaration or any Exhibit hereto pursuant to this Paragraph.

12.3. Discrimination. No amendment shall discriminate against any Owner or against any group of Owners, unless the Owner(s) so affected shall consent. No amendment shall change the voting rights provided herein unless the Owner(s) so affected shall consent.

## **ARTICLE XIII**

## MISCELLANEOUS PROVISIONS

13.1. Duration. The covenants and restrictions of this Declaration shall run with and bind title to the Development Property, shall be binding upon and inure to the benefit of Declarant, the Association, and all Owners and Lenders, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the tenth (10<sup>th</sup>) anniversary of the date of the recording of this Declaration, whereupon this Declaration shall be automatically renewed for successive terms of five (5) years unless Owners holding at least sixty-seven percent (67%) of all Votes in the Association elect to terminate the Declaration by vote taken at least six (6) months prior to the end of the current term and unless such termination is approved by the applicable governing authority. Notwithstanding the foregoing, any easements granted pursuant hereto or in any Supplemental Declaration are and shall be perpetual, except to the extent, if any, otherwise provided in the creation of any such easement, and except that any dedication to and acceptance by an appropriate governmental authority or any conveyance or grant to any appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance, or grant so provides.

13.2. Management.

a. Declarant during the Appointment Period and the Board thereafter shall have the right from time to time to engage and employ such Person(s) for the purpose of performing the Administrative Functions as Declarant or the Board, as applicable, deems advisable (a "Property Manager"). Any such Property Manager employed by the Declarant during the Appointment Period (or thereafter by the Board) shall perform the Administrative Functions assigned to it, and the costs and expenses pertaining to such work, including any property management fees, shall be deemed part of the Common Assessments. To the extent permitted by applicable law, the Board may delegate any of its duties, powers and functions to the Property Manager. In addition, the Board may adopt transfer fees, resale certificate fees, lease administration fees or any other fees associated with the provision of management services to the Association and/or the Owners. THE OWNERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER, OR FUNCTION SO DELEGATED.

b. During the Development Period, any change of the Property Manager shall require the approval of any Builder.

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

which notice was made upon such Owner's predecessor in title to the Lot shall be deemed to have received such notice.

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

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

13.6. Books and Records. Except for confidential, non-public information of the Association or that affecting the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Association are subject to inspection at the principal office of the Association by any Owner during reasonable business hours and upon ten (10) days prior written notice. Copies of such records may be purchased at a reasonable cost.

13.7. Right to Loan Information. Each Owner hereby authorizes any Lender holding a Deed of Trust on such Owner's Lot to furnish information to the Board concerning the status of such Deed of Trust and the loan which it secures to the extent such information is appropriate to assist the Board in determining if such loan is a valid Deed of Trust.

13.8. Limitation on Liability.

a. The Association, the Board, the ARC, any other committee established by the Board, Declarant, and any member of the Board or any committee, officer, agent, or employee of any of them (collectively the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration. In addition, the Board and the officers of the Association shall have no personal liability with respect to any contract or other commitment made by them on behalf of the Association (except to the extent that such directors or officers may also be Owners). The Association, as an Administrative Function, shall indemnify, hold harmless, and defend the Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the Indemnitees shall be indemnified and held harmless by the Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which such Person may be a party or

may have become involved by reason of holding such position, whether or not such Person holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of such Person's duties and for which indemnification is prohibited by law under the Tennessee Nonprofit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board (excluding any directors involved in the matter) approves such settlement and reimbursement as being in the best interests of the Association. Any right of indemnification provided in this Paragraph shall not be exclusive of any other rights to which an Indemnatee may be entitled.

b. Notwithstanding anything to the contrary, the limitations, appointments, and remedies contained in this section 13.08 shall not apply to a Builder, or in any manner limit the rights, obligations and remedies contained in any agreement between a Builder and Declarant.

13.9. Governing Law. This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee.

13.10. Interpretation. Declarant during the Appointment Period and thereafter the Board shall have the right, power, and authority to determine all questions arising under or in connection with the Restrictions and to construe and interpret their provisions, and any determination, construction, or interpretation made in good faith by Declarant or the Board shall be binding on all Owners. In all cases, the provisions set forth in this Declaration shall be construed, in the opinion of Declarant or the Board, to best effect the intent of the general purposes of this Declaration. The provisions hereof shall be liberally interpreted to effectuate the purposes set forth herein, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

13.11. Remedies Cumulative. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

13.12. Partial Invalidity. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or 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.

13.13. Severability. If any provision of the Restrictions or any section, sentence, clause, phrase, word or the application thereof in any circumstance is held invalid, the validity of the remainder of such Restrictions and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of such Restrictions shall be construed as if such invalid part was never included therein.

13.14. Captions and Gender. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof. The use of the masculine gender in the Restrictions shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

13.15. Exoneration of Declarant. Each Owner and each other party having an interest in any portion of the Development Property expressly agrees that no duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, and that Declarant shall not be subject to any liability of any kind or nature whatsoever in respect to any claim that Declarant has failed to enforce same.

13.16. Conflicts in Legal Documents. In case of a conflict between the provisions in this Declaration and those in any other Restrictions, this Declaration shall control.

13.17. Effective Date of Declaration. The effective date of this Declaration shall be the date of its recording in the Register's Office for Marshall County, Tennessee.

#### **ARTICLE XIV TOWNHOMES**

14.1 Townhomes. Developer intends to develop the Townhome Parcel with Townhome Units. The Townhome Parcel shall at all times be subject to this Declaration provided, however, that, subject to the approval of any Builder then owning Lots within the Development Property, Developer may also record a Townhome Declaration providing for additional covenants, conditions, restrictions, reservations, easements, equitable servitudes, or other provisions applicable to the Townhome Units. Such Townhome Declaration shall provide for the establishment of a Townhome Subassociation.

[SIGNATURE PAGES FOLLOW]

<b>TABLE 1: Restrictions</b>	
<b>Declaration</b> (Recorded)	Creates obligations that are binding upon the Association and all present and future owners of the Development Property.
<b>Charter</b> (Recorded)	Establishes the Association as a Tennessee nonprofit corporation.
<b>Bylaws</b> (Recorded with Declaration)	Governs the Association's internal affairs, such as elections, meetings, etc.
<b>Design Guidelines</b> (if adopted, not recorded)	Governs the design and architectural standards for the construction of Lot Improvements and modifications thereto. The decision to adopt Design Guidelines is entirely discretionary to Declarant.
<b>Rules and Regulations</b> (if adopted, not recorded)	Regulates the use of property, activities and conduct within the Development Property.
<b>Board Resolutions</b> (adopted by the Board of the Association)	Establishes rules, policies and procedures for the Development Property, Owners, and the Association.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed as of the date first set forth above.

**DEVELOPER:**

**SPRING CREEK FARMS PARTNERS, LLC**, a  
Tennessee limited liability company

By: [Signature]  
Name: Thomas S Atkins  
Its: Owner

STATE OF TENNESSEE )

COUNTY OF Williamson

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Dianne Chadwell, the within named bargainer, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and seal at office this 2<sup>nd</sup> day of March, 2020.

Dianne Chadwell  
Notary Public

My Commission Expires: 8-22-21



## EXHIBIT A

### Development Property

- 11) LEAVING THE LINE OF SAID GILLESPIE TRACT AND WITH THE MARGIN OF EAGLEVILLE PIKE, S 84°13'31" E A DISTANCE OF 31.83' TO A POINT, THENCE
- 12) CONTINUING, N 86°37'29" E A DISTANCE OF 349.32' TO A POINT, THENCE
- 13) CONTINUING, N 86°04'13" E A DISTANCE OF 14.92' TO A POINT, THENCE
- 14) CONTINUING, N 66°03'27" E A DISTANCE OF 131.74' TO A POINT, THENCE
- 15) CONTINUING, N 64°46'13" E A DISTANCE OF 119.04' TO A POINT, THENCE
- 16) CONTINUING, N16°39'21" W A DISTANCE OF 15.16' TO A POINT, THENCE
- 17) CONTINUING, WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 790.08' (CENTRAL ANGLE OF 15°05'01", CHORD BEARING N 60°55'04" E, AND CHORD DISTANCE OF 207.39") A DISTANCE OF 207.99' TO THE POINT OF BEGINNING AND CONTAINING 2,382,242.88 SQUARE FEET OR 54.69 ACRES MORE OR LESS.

INCLUDED IN THE ABOVE DESCRIPTION IS A SEPTIC FIELD EASEMENT DEDICATED TO THE BLACKWOOD TRACT, AS EVIDENCED IN DEED BOOK 261, PAGE 497, R.O.M.C., TN

INCLUDED IN THE ABOVE DESCRIPTION IS A 50' INGRESS AND EGRESS BASEMENT AS EVIDENCED ON THE FINAL PLAT OF GILLESPIE STORAGE SUBDIVISION, AS EVIDENCED ON PLAT CABINET E, PAGE 36B, R.O.M.C., TN.

ALSO INCLUDED WITH THE PROPERTY is the transfer of fifty (50) water taps and fifty (50) sewer taps awarded to the sellers by a judicial finding of the Court of Appeals of Tennessee at Nashville; February 19, 2014, Session No. 2013-01335-COA-R3-CV-Filed April 15, 2014 and further evidenced by the Agreement from the town of Chapel Hill and Greenbay dated December 14, 2010 whereby the fifty (50) water taps and fifty (50) sewer taps were transferred in their entirety to the sellers.

BEING THE SAME PROPERTY CONVEYED SPRING CREEK FARMS PARTNERS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, FROM JAMES MICHAEL MOOREHEAD AND WIFE, NANCY K. MOOREHEAD, WILLIAM MICHAEL MOOREHEAD AND MATTHEW MOOREHEAD BY DEED OF RECORD IN RECORD BOOK 734, PAGE 788, REGISTER'S OFFICE FOR MARSHALL COUNTY, TENNESSEE.



EXHIBIT A-1

Single Family Parcel

TRACT I

LAND LYING IN THE 1ST CIVIL DISTRICT OF MARSHALL COUNTY, TOWN OF CHAPEL HILL, TENNESSEE, BOUNDED ON THE EAST BY STEVENS ROAD (50' ROW); ON THE SOUTH, WEST, AND NORTH BY SPRING CREEK FARM PARTNERS AS OF RECORD IN DEED BOOK 734, PAGE 788 IN THE REGISTER'S OFFICE OF MARSHALL COUNTY, TENNESSEE (ROMCTN), AND ALSO ON THE NORTH BY ELBERT BLACKWOOD ETUX AS OF RECORD IN DEED BOOK 308, PAGE 375, ROMCTN, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWEST CORNER OF LOT 130 AS OF RECORD IN THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS, SAID POINT ALSO HAVING A TN STATE PLANE COORDINATE OF NORTH 476852.1636 EAST 1766896.0824;

THENCE, WITH THE EXTERIOR BOUNDARY OF THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS, THE FOLLOWING CALLS:

N 6°34'53" E, FOR A DISTANCE OF 395.96 FEET TO AN IRON PIN;  
N 83°25'7" W, FOR A DISTANCE OF 2.00 FEET TO AN IRON PIN;  
N 6°34'53" E, FOR A DISTANCE OF 166.00 FEET TO AN IRON PIN;  
N 83°25'7" W, FOR A DISTANCE OF 307.88 FEET TO AN IRON PIN;  
N 6°34'53" E, FOR A DISTANCE OF 148.22 FEET TO AN IRON PIN;  
N 83°25'7" W, FOR A DISTANCE OF 164.99 FEET TO AN IRON PIN;  
N 6°34'53" E, FOR A DISTANCE OF 21.29 FEET TO AN IRON PIN;  
ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 47.77 FEET, A DELTA ANGLE OF 109° 29' 07", A CHORD BEARING OF N 48°9'40" W, AND A CHORD DISTANCE OF 40.83 FEET TO AN IRON PIN;  
N 12°54'14" W, FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN;  
N 77°5'46" E, FOR A DISTANCE OF 42.07 FEET TO AN IRON PIN;  
N 12°51'28" W, FOR A DISTANCE OF 114.81 FEET TO AN IRON PIN;  
N 77°8'32" E, FOR A DISTANCE OF 532.11 FEET TO AN IRON PIN AT THE SOUTHWEST CORNER OF BLACKWOOD;

THENCE, WITH THE SOUTH BOUNDARY OF BLACKWOOD, S 85°49'39" E, FOR A DISTANCE OF 457.07 FEET TO AN IRON PIN IN THE WEST ROW OF STEVENS ROAD;

THENCE, WITH THE WEST ROW OF STEVENS ROAD, THE FOLLOWING CALLS:

S 8°23'5" W, FOR A DISTANCE OF 301.93 FEET TO AN IRON PIN;  
S 8°23'5" W, FOR A DISTANCE OF 771.78 FEET TO AN IRON PIN;

THENCE, LEAVING THE WEST ROW OF STEVENS ROAD, WITH A NEW LINE ACROSS THE LANDS OF SPRING CREEK FARM PARTNERS, RUNNING CONGRUENT WITH THE EXTERIOR BOUNDARY OF THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS, THE FOLLOWING CALLS:

ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 77.89 FEET, A DELTA ANGLE OF 89° 15' 12", A CHORD BEARING OF N 36°14'31" W, AND A CHORD DISTANCE OF 70.25 FEET TO AN IRON PIN;  
N 80°52'7" W, FOR A DISTANCE OF 33.38 FEET TO AN IRON PIN;  
S 6°34'52" W, FOR A DISTANCE OF 150.62 FEET TO AN IRON PIN;  
N 83°25'7" W, FOR A DISTANCE OF 184.99 FEET TO AN IRON PIN;  
N 6°34'53" E, FOR A DISTANCE OF 50.01 FEET TO AN IRON PIN;  
N 83°25'7" W, FOR A DISTANCE OF 135.14 FEET TO THE POINT OF BEGINNING CONTAINING 667,519.9 SQ.FT. OR 15.324 ACRES MORE OR LESS BASED ON ELECTRONIC FILES FURNISHED TO WILSON & ASSOCIATES, FEBRUARY 25, 2020.

BEING A PORTION OF THE PROPERTY CONVEYED TO SPRING CREEK FARM PARTNERS BY WARRANTY DEED FROM JAMES MICHAEL MOOREHEAD ETUX NANCY, WILLIAM MICHAEL MOOREHEAD, AND MATTHEW MOOREHEAD, AS OR RECORD IN DEED BOOK 734, PAGE 788 IN THE REGISTER'S OFFICE OF MARSHALL COUNTY, TENNESSEE.

#### TRACT II

LAND LYING IN THE 1ST CIVIL DISTRICT OF MARSHALL COUNTY, TOWN OF CHAPEL HILL, TENNESSEE, BOUNDED ON THE NORTH BY HIGHWAY 99 (ROW VARIES), JOHN WILLIAM GILLESPIE ETUX AS OF RECORD IN DEED BOOK 533, PAGE 436 & BY THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS AS OR RECORD IN PLAT BOOK F, PAGE 140A IN THE REGISTER'S OFFICE OF MARSHALL COUNTY, TENNESSEE (ROMCTN); ON THE EAST BY THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS AS OF RECORD IN PLAT BOOK F, PAGE 140A, ROMCTN & STEVENS ROAD (50' ROW); ON THE SOUTH BY AUDRA E MACKENZIE & ROBERT PAUL ETVIR AS OF RECORD IN DEED BOOK 698, PAGE 938, & JAMES ANTHONY VAUGHN AS OF RECORD IN DEED BOOK 263, PAGE 719, ROMCTN; AND ON THE WEST BY JAMES ANTHONY VAUGHN AS OF RECORD IN DEED BOOK 263, PAGE 719, ROMCTN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE WEST ROW OF STEVENS ROAD, SAID POINT HAVING A TN STATE PLANE COORDINATE OF NORTH 476853.4611 EAST 1767300.1195;

THENCE, WITH THE WEST ROW OF STEVENS ROAD, S 8°23'5" W, FOR A DISTANCE OF 784.54 FEET TO A POINT IN THE NORTHEAST CORNER OF MACKENZIE;

THENCE, WITH THE NORTH AND EAST BOUNDARY OF MACKENZIE, THE FOLLOWING CALLS:

N 85°28'18" W, FOR A DISTANCE OF 406.59 FEET TO A POINT;  
N 5°15'51" E, FOR A DISTANCE OF 473.24 FEET TO A POINT;  
N 83°25'11" W, FOR A DISTANCE OF 650.39 FEET TO A POINT IN THE NORTHEAST CORNER OF VAUGHN;

THENCE, WITH HE NORTH AND EAST BOUNDARY OF VAUGHN, THE FOLLOWING CALLS:

N 83°55'34" W, FOR A DISTANCE OF 390.10 TO A POINT;  
N 4°22'15" E, FOR A DISTANCE OF 865.82 FEET TO A POINT AT THE SOUTHWEST CORNER OF GILLESPIE;

THENCE, WITH THE SOUTH AND EAST BOUNDARY OF GILLESPIE THE FOLLOWING CALLS:

N 86°48'47" E, FOR A DISTANCE OF 180.98 FEET TO A POINT;  
N 3°13'41" E, FOR A DISTANCE OF 559.24 FEET TO A POINT IN THE NORTHWEST CORNER OF SPRING CREEK FARM PARTNERS;

THENCE, WITH THE WEST AND SOUTH BOUNDARY OF SPRING CREEK FARM PARTNERS, THE FOLLOWING CALLS:

S 21°24'20" E, FOR A DISTANCE OF 386.60 FEET TO A POINT;  
N 77°8'32" E, FOR A DISTANCE OF 280.00 FEET TO AN IRON PIN THE NORTHEAST CORNER OF LOT 25 IN THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS;

THENCE, WITH THE EXTERIOR BOUNDARY OF THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS, THE FOLLOWING CALLS:

S 12°51'28" E, FOR A DISTANCE OF 114.81 FEET TO AN IRON PIN;  
S 77°5'46" W, FOR A DISTANCE OF 42.07 FEET TO AN IRON PIN;  
S 12°54'14" E, FOR A DISTANCE OF 50.00 FEET TO AN IRON PIN;  
ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 47.77 FEET, A DELTA ANGLE OF 109° 29' 07", A CHORD BEARING OF S 48°9'40" E, AND A CHORD DISTANCE OF 40.83 FEET TO AN IRON PIN;  
S 6°34'53" W, FOR A DISTANCE OF 21.29 FEET TO AN IRON PIN;  
S 83°25'7" E, FOR A DISTANCE OF 164.99 FEET TO AN IRON PIN;  
S 6°34'53" W, FOR A DISTANCE OF 148.22 FEET TO AN IRON PIN;  
S 83°25'7" E, FOR A DISTANCE OF 307.88 FEET TO AN IRON PIN;  
S 6°34'53" W, FOR A DISTANCE OF 166.00 FEET TO AN IRON PIN;  
S 83°25'7" E, FOR A DISTANCE OF 2.00 FEET TO AN IRON PIN;

S 6°34'53" W, FOR A DISTANCE OF 395.96 FEET TO AN IRON PIN;  
S 83°25'7" E, FOR A DISTANCE OF 135.14 FEET TO AN IRON PIN;  
S 6°34'53" W, FOR A DISTANCE OF 50.01 FEET TO AN IRON PIN;  
S 83°25'7" E, FOR A DISTANCE OF 184.99 FEET TO AN IRON PIN;  
N 6°34'52" E, FOR A DISTANCE OF 150.62 FEET TO AN IRON PIN;  
S 80°52'7" E, FOR A DISTANCE OF 33.38 FEET TO AN IRON PIN;  
ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC  
LENGTH OF 77.89 FEET, A DELTA ANGLE OF 89° 15' 12", A CHORD BEARING OF S  
36°14'31" E, AND A CHORD DISTANCE OF 70.25 FEET TO THE POINT OF BEGINNING,  
CONTAINING 1,420,922.2 SQ.FT. OR 32.620 ACRES MORE OR LESS BASED ON  
ELECTRONIC FILES FURNISHED TO WILSON & ASSOCIATES, FEBRUARY 25, 2020.

BEING A PORTION OF THE PROPERTY CONVEYED TO SPRING CREEK FARM  
PARTNERS BY WARRANTY DEED FROM JAMES MICHAEL MOOREHEAD ETUX  
NANCY, WILLIAM MICHAEL MOOREHEAD, AND MATTHEW MOOREHEAD, AS OR  
RECORD IN DEED BOOK 734, PAGE 788 IN THE REGISTER'S OFFICE OF MARSHALL  
COUNTY, TENNESSEE.

EXHIBIT A-2

Townhome Parcel

LAND LYING IN THE 1ST CIVIL DISTRICT OF MARSHALL COUNTY, TOWN OF CHAPEL HILL, TENNESSEE, BOUNDED ON THE NORTH BY HIGHWAY 99 (ROW VARIES); ON THE EAST BY ELBERT BLACKWOOD, ETUX AS OF RECORD IN DEED BOOK 308, PAGE 375, IN THE REGISTER'S OFFICE OF MARSHALL COUNTY, TENNESSEE (ROMCTN); ON THE SOUTH BY THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS AS OR RECORD IN PLAT BOOK F, PAGE 140A, ROMCTN, AND SPRING CREEK FARM PARTNERS AS OF RECORD IN DEED BOOK 734, PAGE 788, ROMCTN; AND ON THE WEST BY SPRING CREEK FARM PARTNERS AS OF RECORD IN DEED BOOK 734, PAGE 788, ROMCTN AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH ROW OF HIGHWAY 99 ALSO BEING THE NORTHEAST CORNER OF GILLESPIE AS OF RECORD IN DEED BOOK 533, PAGE 436, ROMCTN, AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND HAVING A TN STATE PLANE COORDINATE OF NORTH 478128.1644 EAST 1766067.9808;

THENCE, WITH THE SOUTH ROW OF HIGHWAY 99, THE FOLLOWING CALLS:

S 84°13'31" E, FOR A DISTANCE OF 31.83 FEET ;  
N 86°37'29" E, FOR A DISTANCE OF 349.32 FEET ;  
N 86°4'13" E, FOR A DISTANCE OF 14.92 FEET ;  
N 66°3'27" E, FOR A DISTANCE OF 131.74 FEET ;  
N 64°46'13" E, FOR A DISTANCE OF 119.04 FEET ;  
N 16°39'21" W, FOR A DISTANCE OF 15.16 FEET ;  
ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 790.08 FEET, AN ARC LENGTH OF 208.00 FEET, A DELTA ANGLE OF 15° 05' 01", A CHORD BEARING OF N 60°55'3" E, AND A CHORD DISTANCE OF 207.40 FEET TO A POINT;  
S 17°37'57" E, FOR A DISTANCE OF 437.70 FEET TO AN IRON PIN THE NORTHWEST CORNER OF LOT 18 OF THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS;

THENCE, WITH THE EXTERIOR BOUNDARY OF SPRING CREEK FARMS, S 77°8'32" W, FOR A DISTANCE OF 532.11 FEET TO AN IRON PIN IN THE NORTHWEST CORNER OF LOT 25 OF THE AMENDED FINAL PLAT OF PHASE 1, SPRING CREEK FARMS;

THENCE LEAVING THE EXTERIOR BOUNDARY OF SPRING CREEK FARMS WITH A NEW LINE ACROSS THE LANDS OF SPRING CREEK FARM PARTNERS, THE FOLLOWING CALLS:

S 77°8'32" W, FOR A DISTANCE OF 280.00 FEET ;

N 21°24'20" W, FOR A DISTANCE OF 386.60 FEET TO THE POINT OF BEGINNING,  
CONTAINING 293,784.2 SQ.FT. OR 6.744 ACRES MORE OR LESS BASED ON  
ELECTRONIC FILES FURNISHED TO WILSON & ASSOCIATES, FEBRUARY 25, 2020.

BEING A PORTION OF THE PROPERTY CONVEYED TO SPRING CREEK FARM  
PARTNERS BY WARRANTY DEED FROM JAMES MICHAEL MOOREHEAD ETUX  
NANCY, WILLIAM MICHAEL MOOREHEAD, AND MATTHEW MOOREHEAD, AS OR  
RECORD IN DEED BOOK 734, PAGE 788 IN THE REGISTER'S OFFICE OF MARSHALL  
COUNTY, TENNESSEE.

EXHIBIT B

Bylaws

[See Attached]

**BYLAWS FOR**  
**SPRING CREEK FARMS HOMEOWNERS ASSOCIATION, INC.**

Effective Date of Bylaws: \_\_\_\_\_, 2020

**ARTICLE I**  
**NAME**

The following provisions shall constitute the Bylaws of Spring Creek Farms Homeowners Association, Inc. (the "Bylaws"), a Tennessee not-for-profit corporation (the "Association") which shall, along with the provisions of the Charter of the Association (the "Charter"), the Declaration of Covenants, Conditions, and Restrictions for Spring Creek Farms, as may be amended from time to time (the "Declaration") and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of Spring Creek Farms, a residential development located in Marshall County, Tennessee (the "Development Property") and the real property in the Development Property owned by the Association (the "Common Areas"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development Property.

**ARTICLE II**  
**OFFICES**

The principal office of the Association shall be located at 7175 Nolensville Rd, Ste 202, Nolensville, TN 37135, or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

**ARTICLE III**  
**PURPOSES**

The purposes of this Association shall be to provide for the establishment of a residents' association for the government of the Development Property in the manner provided by the Charter, the Declaration and these Bylaws and to foster the ideals of the Development Property as set forth in the Preface of the Declaration. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter, the Declaration, or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986, as amended, and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All present or future owners or tenants, or their employees, or any other person who might use the facilities in the Development Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws, as amended, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.



#### **ARTICLE IV** **ASSOCIATION**

4.01 Membership. Declarant and every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest of any Lot which is subject to the Declaration shall be a "Member" of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Member upon the conveyance of any Lot and recording of the deed of conveyance in the Office of the Register of Deeds of Marshall County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

#### 4.02 Voting Rights.

(a) Except as hereinafter provided in Section 4.02(b), Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-Owners signs a proxy or purports to vote for his or her co-Owners, such vote shall be counted unless one or more of the other co-Owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-Owners disagree as to the vote, each co-Owner will be entitled to a fractional vote equal to his fraction of ownership.

(b) Declarant shall be entitled to three (3) votes for each Lot owned by the Declarant.

#### **ARTICLE V** **THE BOARD OF DIRECTORS**

5.01 Board of Directors. Subject to Section 5.02 of this Article hereinbelow, the administration of the Declarant and Common Areas on behalf of the Association shall be conducted by a Board of Directors (the "Board") which shall consist of three (3) natural persons of legal age, each of whom, except as set forth herein, at all times during membership on the Board, shall be a Member, a member of the household of an Member, or the nominee of an entity, other than a natural person, which is a Member. To the extent permitted by applicable law, only one (1) individual per household is permitted to serve on the Board at any given time.

#### 5.02 Declarant Performs Functions.

(a) The rights, duties and functions of the Board shall be solely exercised by Declarant. Declarant may, in its sole discretion, designate all individuals to serve on the Board on behalf of the Declarant during the period that the Declarant is performing the functions of the Board. Such individuals designated by the Declarant need not be Members, and may be removed and replaced by the Declarant at will.

(b) Prior to calling the meeting of the Association to determine the individuals designated as the Board, the Declarant may execute and record in the Office of the Register of Deeds of Marshall County, Tennessee a document stating that the Declarant reserves unto itself, its successors, or assigns, the rights given to the Board in the Declaration pertaining to architectural control of the Development Property, and stating that said reservation, notice of which is thus provided, shall survive the election of a Board to succeed the Declarant. Thereafter, the Declarant may continue to exercise the rights thus reserved to it until such time as it has sold all of the Lots in the Development Property (or such earlier time as it may be required to do so pursuant to the Declaration). No later than twenty-five (25) years from the date the first Lot is sold, or at such earlier time as the Declarant determines to relinquish its rights it has reserved to itself, the Declarant shall execute and record in the Office of the Register of Deeds of Marshall County, Tennessee a document assigning those rights to the Board.

5.03 Successor Board Members. The Board shall be self-perpetuating and, in the event a member of the Board desires to resign, such member shall nominate a successor, who must be approved by the remaining Board members.

5.04 Term. Members of the Board shall serve for a term of two (2) years; provided, however, that at the meeting to elect the first Board after the Appointment Period, when all three (3) Board positions shall be open for election, one (1) member elected to such first Board shall be designated to serve a term of one (1) year, one (1) member elected to such first Board shall be designated to serve a term of two (2) years, and one (1) member elected to such first Board shall be designated to serve a term of three (3) years. The purpose of this section imposing staggered terms is to promote continuity of the Board. The members of the Board shall serve until their respective successors are duly approved by the remaining members of the Board, or until their death, resignation or removal.

5.05 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President or the remaining Board members. Any member of the Board may be removed from membership on the Board by the approval of sixty-seven percent (67%) of the votes of those Members of the Association who are in attendance or represented at any annual or special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a Board member, the disability of a Board member which, in the opinion of a majority of the members of the Board, renders such Board member incapable of performing Board duties, or in the event a Board member shall cease to be an Member. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve for the unexpired term.

5.06 Compensation. The members of the Board shall receive no compensation for their services unless expressly authorized for by the Members of the Association, but they shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.07 Powers and Authority of the Board. The Board, for the benefit of the Members of the Association, shall enforce the provisions of the Declaration, these Bylaws, and the Rules and Regulations governing the Common Areas. Subject to any provision herein, the

Board shall have the power and authority to acquire and pay for the Common Expenses of the Association, as described in the Declaration. The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made a Common Expense. The provision shall not be construed to prohibit the Board from delegating such authority to the Property Manager as it deems proper.

5.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Property as may be necessary or convenient in the operation and management of the Property, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Members and as such shall manage, maintain and improve the Property and also collect, conserve, allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and any Rules and Regulations.

5.09 Meetings of the Board. Meetings of the Board shall be held at such places within or without the State of Tennessee as the Board shall determine. A majority of the members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

5.10 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these Bylaws, or the Rules and Regulations (if any) or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

5.11 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two (2) Board members.

5.12 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.13 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute

a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.14 Notice of Election. After the election of the Board to succeed the first Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.15 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

5.16 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, each committee to consist of two (2) or more Members appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. The Declarant shall perform the functions of all Special Committees until such time as provided in Section 5.02 hereof. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Members to fill vacancies on Special Committees. The Board shall also have an Architectural Review Committee, as described in Section 8.1 of the Declaration.

5.17 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Property and setting forth restrictions on, and requirements respecting the use and maintenance of the Property. Copies of the Rules and Regulations shall be furnished to each Member prior to the time the same shall become effective.

5.18 Limitation on Capital Additions, Etc. The Board shall authorize no structural alterations, capital additions to, or capital improvements of the Property, any of which require an expenditure in excess of Fifteen Thousand Dollars (\$15,000.00) without approval of a majority of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; or in excess of Twenty Five Thousand Dollars (\$25,000.00) without approval of sixty-seven percent (67%) of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Property as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held. Furthermore, each of the dollar amount limits described in this Section 5.18 shall be deemed to increase by five percent (5%) each year after the year in which in this Declaration is recorded.

**ARTICLE VI**  
**THE ASSOCIATION; MEETINGS, OFFICERS, ETC.**

6.01 Quorum. The presence in person or by proxy at any meeting of the Association of thirty percent (30%) of the Members, in response to notice to all Members properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. If a quorum is not present at any meeting when initially called, then the meeting may be adjourned and reconvened at the Board's discretion within thirty (30) days after the date originally called, in which event the quorum requirement upon such reconvening shall be reduced to twenty percent (20%) of the Members. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of Members entitled to cast a majority of the votes which are represented at such meeting. Proxy vote representation shall be recognized and counted, and should Members who have submitted a proxy not expressly designate thereon their voting intention, then a vote "For" the recommendation of the Board will be assumed.

6.02 Annual Meeting. There shall be an annual meeting of the Association as designated by written notice by the Board and delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. Such notice shall also provide the reasonable place of such annual meeting, which shall be at or within ten (10) miles of Development Property. At or prior to the annual meeting, the Board shall furnish to the Members: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Member; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Member. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Members who were not present at the annual meeting if not previously provided.

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Members, or for any other reasonable purpose. Special meetings may be called by a majority of the Board, or by at least ten percent (10%) of the Members by written notice, delivered to all Members not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered, including specific notice if the purpose of the special meeting is to amend the Declaration (with descriptions of the proposed terms of the amendment(s)).

6.04 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers. The officers of the Association shall be the President, Secretary, and Treasurer (who shall also act as the Vice-President). Declarant may, in its sole discretion, designate individuals to fill these positions during the period that the Declarant is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Declarant

need not be Members, and may be removed and replaced by the Declarant at will. The Declarant shall determine the scope of the authority of each such designated officer.

Once the Declarant has turned over authority to a successor Board pursuant to Section 5.03 hereof, the following provisions shall become applicable: Each officer shall be required to be a Member, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be a Member, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) President. The President shall be the chief operating officer of the Association and shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

(b) Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

(c) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Property Manager and accounting to accountants selected by the Board. The Treasurer shall also act as the Vice-President who, in the absence or inability of the President, shall perform the functions of the President.

## **ARTICLE VII**

### **LIABILITY AND INDEMNIFICATION**

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to an Member or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Members in their capacity as such; (iii) have no personal liability in tort to an Member or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Common Areas as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Members, who shall promptly give written notice thereof to the Board, and shall be defended by such Members at their expense.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by Declarant, prior to the election of the first Board to succeed the Declarant, and thereafter by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars

which are required to be contained herein by the laws of the State of Tennessee. At any such meeting the Declarant shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, unless required by law, any amendment shall not be required to be recorded with the Recorder's office but must be kept on file with Declarant or the Secretary and available to all Members upon written request.

8.03 Notices. Any notice required to be sent to any Member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing. Notice to one of two or more co-Owners of a Lot shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

7175 Nolensville Rd  
Suite 202  
Nolensville, TN 37135  
Attn: Spring Creek Farms Homeowners Association, Inc.

8.04 Conflict. In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their heirs, successors and assigns.

8.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.



EXHIBIT C

Charter

[See Attached]



**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

Spring Creek Farms Homeowners Association, Inc  
STE 202  
7175 NOLENSVILLE RD  
NOLENSVILLE, TN 37135-9656

March 2, 2020

### Filing Acknowledgment

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

<b>SOS Control # :</b>	<b>001083462</b>	<b>Formation Locale:</b>	<b>TENNESSEE</b>
<b>Filing Type:</b>	<b>Nonprofit Corporation - Domestic</b>	<b>Date Formed:</b>	<b>03/02/2020</b>
<b>Filing Date:</b>	<b>03/02/2020 2:46 PM</b>	<b>Fiscal Year Close:</b>	<b>12</b>
<b>Status:</b>	<b>Active</b>	<b>Annual Report Due:</b>	<b>04/01/2021</b>
<b>Duration Term:</b>	<b>Perpetual</b>	<b>Image # :</b>	<b>B0780-7841</b>
<b>Public/Mutual Benefit:</b>	<b>Mutual</b>		
<b>Business County:</b>	<b>DAVIDSON COUNTY</b>		

### Document Receipt

Receipt # : 005330658	Filing Fee:	\$100.00
Payment-Check/MO - CAPITAL FILING SERVICE INC, NASHVILLE, TN		\$100.00

**Registered Agent Address:**  
DESIREE SIMONETTI  
STE 202  
7175 NOLENSVILLE RD  
NOLENSVILLE, TN 37135-9656

**Principal Address:**  
STE 202  
7175 NOLENSVILLE RD  
NOLENSVILLE, TN 37135-9656

Congratulations on the successful filing of your **Charter** for **Spring Creek Farms 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](http://www.tn.gov/revenue)) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

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

Tre Hargett  
Secretary of State

Processed By: Carol Dickerson

CHARTER OF**FILED**SPRING CREEK FARMS HOMEOWNERS ASSOCIATION, INC.

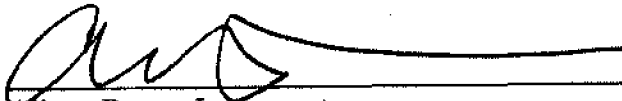
In accordance with the provisions of Section 48-52-102 of the Tennessee Nonprofit Corporation Act, the undersigned hereby files the following Charter:

1. Name. The name of the corporation is:  
  
Spring Creek Farms Homeowners Association, Inc
2. Mutual Benefit. This corporation is a mutual benefit corporation.
3. Registered Office. The location of the initial registered office of the corporation is 7175 Nolensville Rd, Ste 202, Nolensville, TN 37135, and the name of the initial registered agent at that address is Ms. Desiree Simonetti.
4. The incorporator of the corporation is Alison Boyer, whose address is Miller & Martin PLLC, 832 Georgia Avenue, Suite 1200, Chattanooga, Hamilton County, Tennessee 37402.
5. Principal Office. The principal office of the corporation is 7175 Nolensville Road, Ste 202, Nolensville, TN 37135.
6. Nonprofit. The corporation is not for profit.
7. Members. The corporation will have members. The members shall be such persons who are authorized to be members of the corporation under the Declaration. Spring Creek Farms Homeowners Association, Inc. located in Marshall County, Tennessee, and filed or to be filed of record in the Register's Office of Marshall County, Tennessee (the "Declaration").
8. Purpose. The corporation is organized and is to be operated to carry on any and all of the exempt functions of a homeowner association organized as a not for profit corporation under the Act, including, without limitation, to provide for the acquisition, construction, management, maintenance and care of the property of a subdivision.
9. Indemnification and Advancement of Expenses. To the fullest extent permitted by the Act, as in effect on the date hereof and as hereafter amended from time to time, a director of the corporation shall not be liable to the corporation or its members for monetary damages for breach of a fiduciary duty as a director. If the Act is amended or any successor statute is amended after adoption of this provision to authorize action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended from time to time, or such successor statute. Any repeal or modification of this paragraph shall not adversely affect any right or protection of a director of the

corporation existing at the time of such repeal or modification or with respect to events occurring prior to such time.

8. No Private Inurement. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons. However, the corporation shall be authorized and empowered to pay reasonable compensation for services rendered to it or on its behalf, pay reimbursements for expenses incurred on its behalf, and make payments and distributions in furtherance of the corporation's purposes.
9. Dissolution. In the event of liquidation, dissolution or winding up of the corporation, whether voluntary, involuntary or by operation of law, the residual assets of the corporation shall be distributed to the members in accordance with their respective interests in the corporation.

The undersigned, being the incorporator, for the purpose of forming a corporation pursuant to the Act, does make this certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 2<sup>nd</sup> day of March, 2020.

  
Alison Boyer, Incorporator

## True Copy Certification

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

Lucretia Albert  
Signature

State of Tennessee

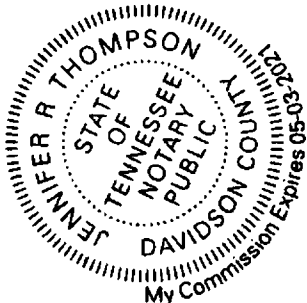
County of Davidson

Personally appeared before me, Jennifer Thompson, a notary public for this county and state, Lucretia Albert who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jennifer Thompson  
Notary's Signature

My Commission expires: 5/3/21

Notary's Seal (if on paper)



D.W. Weaver, Register  
Marshall County Tennessee  
Rec #: 184630      Instrument #: 214299  
Rec'd: 305.00      Recorded  
State: 0.00      3/3/2020 at 2:51 PM  
Clerk: 0.00      in Record Book  
Other: 2.00      798  
Total: 307.00  
Pages 841-901