

This instrument prepared by and upon recording return to:

Bradley Arant Boult Cummings LLP
1221 Broadway, Suite 2400
Nashville, TN 37203



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MCCLURE FARMS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR [_____] (“**Declaration**”) is made this [_____] day of [_____] 2024, by Brightland Homes of Tennessee, LLC, a Tennessee limited liability company (“**Declarant**”).

RECITALS:

A. WHEREAS, Declarant is the owner of that certain real property located in the City of Columbia, Maury County, Tennessee, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”); and

B. WHEREAS, the Declarant desires for the Property to be held, transferred, sold, conveyed, and occupied subject to certain covenants, conditions, restrictions, easements, equitable servitudes, charges, liens, and other provisions.

NOW, THEREFORE, IN CONSIDERATION of the covenants, conditions, and restrictions contained herein, the Declarant hereby grants, establishes, declares, and prescribes herein that the Property, including all Lots and Common Area thereon, shall hereafter be owned, held, transferred, and conveyed subject to the covenants, conditions, and restrictions hereinafter set forth which shall apply and be covenants running with the land and with title to the Property and shall be binding upon the owners of the Property or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and which shall inure for the benefit of the owners of the Property and the Lots, the Association, and, where specified, but not otherwise, the Declarant, its successors and assigns. Every Owner of a Lot or future owner of any Lot (including their respective heirs, personal representatives, successors, and assigns) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed of conveyance shall hereinafter be deemed to covenant to and to comply with, abide by, and be bound by all terms of this Declaration.

ARTICLE I. DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) “Association” shall mean and refer to McClure Farms Residential Community Association, Inc., a Tennessee nonprofit corporation, which has been established to own and/or otherwise be responsible for the Property, the Common Area, and certain other rights and duties as outlined in this Declaration, and its By-Laws and Articles of Incorporation.

(b) “Common Area” shall mean and refer to all real and/or personal property which the Association and/or the Declarant owns, leases, and/or maintains for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in

the vicinity of the Property which the Association and/or the Declarant have an interest in for the common use and enjoyment of the members of the Association. The use of the Common Area shall be restricted to landscaping, entry features, directional graphic systems, drainage/surface water management, landscape medians, security, safety, bicycle paths, parking (to the extent not owned or conveyed as part of a Lot or designated for the exclusive use of a particular Lot Owner to the exclusion of other Owners), project lighting and recreational purposes, or for any other use to which a majority of the membership of the Association may agree in accordance with this Declaration.

(c) “Declarant” shall mean and refer to Brightland Homes of Tennessee, LLC, and its successors and/or assigns if any such successor or assign acquires any undeveloped portion of the Property from the Declarant for the purpose of development and is designated as such by Declarant in an instrument recorded in the Register’s Office for Maury County, Tennessee.

(d) “Declaration” shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions for McClure Farms as recorded in the Register’s Office for Maury County, Tennessee, as the same may be amended from time to time.

(e) “Lot” shall mean and refer to any parcel of the Property, together with any and all improvements thereon and appurtenances thereto, whether or not platted in the Register’s Office for Maury County, Tennessee, that consists of or is intended for the construction of a dwelling designed for use and occupancy by a single household, or any other use expressly provided for in this Declaration.

(f) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot subject to this Declaration, including contract sellers (but not contract purchasers), but excluding those having an interest merely as security for the performance of an obligation; provided, however, that the holder of a security interest in all or any portion of a Lot shall be an Owner to the extent that such holder acquires title to such Lot as a result of a foreclosure proceeding or by a deed in lieu of foreclosure.

(g) “Property” shall mean and refer to that certain real property as described in Exhibit “A” attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

(h) “Sub-Association” shall mean and refer to any nonprofit corporation, which has been established as an affiliate and/or subsidiary of the Declarant and/or Association to own and/or otherwise be responsible for any portion of the Property, any portion of the Common Area, and certain other rights and duties as outlined in and subject to this Declaration, and any other covenants, restrictions, and conditions set forth in any declaration of covenants, conditions, and restrictions, by-laws, and articles of incorporation for such Sub-Association.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Columbia, Maury County, Tennessee, and more particularly described on Exhibit “A” attached hereto and incorporated herein, all of which real property shall be referred to as the “Property.”

Section 2. Platting and Subdivision Restrictions. The Declarant and its successors and assigns shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additions or Withdrawal of Property. The Declarant may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration as additional property any part or parcel of the real property located contiguous to the Property. Real property separated by public or private rights-of-way, water bodies, or open landscaped areas shall be deemed contiguous. Upon addition of any additional property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration in all material respects, and the addition or withdrawal of property shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the pro-rata share of the Association expenses payable by the Owners of the Property subject to this Declaration prior to such addition or remaining subject to this Declaration after such withdrawal. The addition or withdrawal of any property as aforesaid shall be made and evidenced by filing in the Register's Office for Maury County, Tennessee, supplementary declarations with respect to the property to be added or withdrawn.

ARTICLE III. PROPERTY RIGHTS

Section 1. Easement of Enjoyment. 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 the Lot owned by such Owner, subject to the following:

(a) the right of the Declarant or the Association, or any Sub-Association, whichever holds title to or is otherwise responsible for or has an interest in the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said Common Area and take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(b) the right of the Association, with the consent of the Declarant, or any Sub-Association, to dedicate or transfer all or any part of the Common Area owned by the Association or Sub-Association to any public agency, authority, or utility;

(c) all provisions of this Declaration, any zoning ordinance for the Property, any plat of all or any part of the Property, restrictions contained on any and all plats of all or any part of the Common Area or filed separately, any declarations of covenants, conditions, and restrictions for any Sub-Association, the Articles of Incorporation and By-Laws of the Association, and the by-laws and articles of incorporation of any Sub-Association;

(d) rules and regulations governing use and enjoyment of the Common Area adopted by the Association and any Sub-Association; and

(e) easements, restrictions, and other matters referenced in this Declaration.

ARTICLE IV. DELEGATION OF SERVICES/MANAGEMENT AND SUB-ASSOCIATIONS

Section 1. Delegation of Services/Management. The Association, Declarant, and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a third-party, private company, public agency, or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. Any such delegate shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the General Assessments set forth herein.

Section 2. Delegation to Sub-Associations. The Association, Declarant, and the Board shall be authorized to delegate any of the Association's duties and obligations under this Declaration to a Sub-Association or Sub-Associations which shall assume and be responsible for all such duties and obligations.

ARTICLE V. MEMBERSHIP AND VOTING

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Declarant as long as it owns any part of the Property, shall be a member of the Association, provided that any person or entity who holds such interest merely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to this Declaration.

Section 2. Voting. The Association shall have two classes of voting membership:

(a) Class A Members shall be all Owners of Lots, with the exception of the Declarant as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify, except that it may not cast its votes for the purpose of reacquiring control of the Association. Each Class A Member shall have one vote for each Lot owned by such member. For the purposes of this Article V, builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members.

(b) Class B Member. The Class B Member shall be the Declarant, who shall be entitled to ten (10) votes for each Lot owned by the Declarant. The Class B Membership shall cease and be converted to Class A Membership on the happening of the earliest of any of the following events (each a "**Turnover**"):

(1) Three months after ninety percent (90%) of the Lots have been conveyed to Owners other than the Declarant;

(2) In accordance with the turnover rules or requirements of the laws of the State of Tennessee; or

(3) Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

Section 3. Board of Directors. Once more than fifty percent (50%) of the Lots have been conveyed to persons or entities other than the Declarant, the Class A Members shall be entitled to elect at least one member of the Association's board of directors (the "Board"). All

votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. After Turnover, the Class A Members may vote to elect the members of the Board, provided, however, that for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant shall be entitled to elect one Director.

ARTICLE VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Personal Obligation for Assessments; Lien for Assessments. The Declarant and each Owner of any Lot hereby covenant and agree to pay to the Association: (1) annual general assessments set by the Association ("General Assessments") and (2) any special assessments for capital improvements, major repairs, or otherwise levied by the Association or against the Property ("Special Assessments" and together with the General Assessments referred to herein collectively as the "Assessments" or an "Assessment"); such Assessments to be fixed, established, and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon, and all costs of collection thereof (including attorneys' fees), shall be a charge on each Lot and shall be a continuing lien upon the Lot(s) against which each such Assessment is made and shall also be the personal obligation of the Owner(s) of such Lot(s). No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or by abandonment or otherwise. All General Assessments and Special Assessments shall be assessed at a uniform rate for each Lot.

Section 2. Purpose of Assessments. All General Assessments and Special Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Owners, improving and maintaining the Common Area and the Property at large, and providing common services for the benefit of the Owners, including, but not limited to, costs associated with detention or retention areas, lakes, ponds, surface water or stormwater management system maintenance and repairs, recreational facilities, security, street lighting, signage, reserves for future capital improvements, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association.

Section 3. Determining Amount of Assessments. The total anticipated General Assessments and Special Assessments for each calendar year shall be set forth in the budget prepared by the Association's Board as required under the Articles and By-Laws of the Association (the "**Budget**"). Each Lot shall be assessed its pro rata portion of the General Assessments and Special Assessments set forth in the Budget.

Section 4. Due and Payable Date of Assessments. The Board shall fix the due and payable date (which shall be the first day of a month) for the Assessments for each year at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the Property and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessments shall be sent to every Owner subject thereto not later than ten (10) days after fixing of the amount of Assessments and the due and payable date thereof. The Board may cooperate with any commercial or residential property owners' association or any Sub-Association in any area of the Property in the collection of Assessments. The Assessments provided for herein may be collected for and remitted to the Association by any such other association or Sub-Association as the Board of Directors may, in

its discretion, deem expedient and appropriate. The General Assessments may be paid in advance or, only if so determined by the Board in writing, in periodic installments.

Section 5. Special Assessments. In addition to the General Assessments authorized by Article VI, the Association, upon consent of a majority of the Board, may levy in any year a Special Assessment applicable to that year only, for the following purposes:

(a) Construction, reconstruction, repair, and/or or replacement of capital improvements upon the Common Area, including necessary fixtures, landscaping, signage, and personal property related thereto;

(b) Additions to the Common Area, including, but not limited to, installation of capital improvements;

(c) To provide for necessary services, facilities, and equipment to offer the services authorized herein;

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein, whether such loan shall be made in the year of such Assessment or any prior year; and

(e) Any other purpose contemplated by this Declaration to the extent not covered as a General Assessment.

Section 6. Effect of Non-Payment of Assessments; Remedies of Association. The Association shall have a lien upon any Lot for the non-payment of any Assessments or other charges which shall be effective from and after recording in the Register's Office for Maury County, Tennessee, a claim of lien stating the description of the Lot, or legally definable portion thereof encumbered thereby, the name of the Owner, the amount due, and the date when due and payable. Such lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes, and prior encumbrances and interest thereon. Such lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

If any Assessment is not paid within thirty (30) days after the date set by the Board, such Assessment shall bear interest from the date due at the maximum rate permissible by law and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) or legally definable portion thereof, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of preparing and filing the complaint in such action, including all reasonable attorneys' fees, and, in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees together with the costs of action.

Section 7. Subordination of the Lien to Mortgages. Any lien for the Assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage on the Property. Such subordination shall apply only to the Assessments

which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. The written opinion of either the Declarant or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 8. Exempt Property. The Board shall have the right to exempt any Lot subject to this Declaration from the Assessments and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) As Common Area; and/or
- (c) As property exempted from ad valorem taxation by the laws of the State of Tennessee.

Section 9. Allocation and Apportionment. The Board shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among the Owners, nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration. The judgment of the Board as to the expenditure of said funds shall be final.

ARTICLE VII. ARCHITECTURAL CONTROL

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Declarant, no structure or improvement, nor any addition to or change or alteration thereof, shall be made until the plans, specifications, and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography, and conformance with architectural planning criteria, as established by the Board from time to time. The approval or disapproval of the Association of any such plans, specifications, and locations of the same shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. All Owners shall be required to obtain ARB (as defined below) or Board approval, if applicable, for the aforementioned structures or improvements prior to submitting plans for such structures or improvements to the City of Columbia or any other applicable governmental agency.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by an architectural review board ("**ARB**"), which shall consist of three (3) persons who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot. Members of the ARB not appointed by Declarant shall be appointed by and serve at the pleasure of the Board. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy

occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board; provided, however, that the Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by the Declarant.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend to the Board modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria shall be consistent with the provisions of this Declaration, including, without limitation, Section 5 of this Article VII, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting.

(b) To require submission to the ARB of at least one complete set of all plans and specifications for any improvement or structure of any kind, signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on the Property and may require such additional information as may reasonably be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria.

(c) To approve or disapprove any improvement or structure of any kind, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. The ARB shall have forty-five (45) days from receipt of a complete set of plans and specifications, as set forth more fully in subsection (b) above, to either approve, deny, or require changes to the plans and specifications before granting approval thereof. If the ARB does not provide written notice of approval, denial, or requirement for changes to the plans and specifications within said 45-day period, the plans and specifications shall automatically be deemed denied. All decisions of the ARB shall be submitted in writing to the Board, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within forty-five (45) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval or denial.

(d) To approve or disapprove any change, modification, or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification, or alteration is based, prior to commencement of construction of such change, modification, or alteration. If any improvement or structure as aforesaid shall be changed, modified, or altered without prior approval of the ARB of such change, modification, or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications originally approved by the ARB and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, and all costs and reasonable attorneys' fees of the ARB.

Section 4. Limited Liability. In connection with all reviews, inspections, permissions, consents, denials, or approvals by or from the Association or the ARB contemplated under this

Article VII, neither the Association nor the ARB shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, inspections, permissions, consents, denials, or approvals, whether given, granted or withheld by the Association or the ARB.

Section 5. Exterior Materials. The front façade surface of any dwelling unit constructed on the Property, excluding doors and windows, shall be constructed of 100% brick, stone/faux stone, approved fiber cement board, approved concrete masonry board or drivet. Vinyl and aluminum are acceptable for use in trim, soffits, fascia, gutter board, vents, shutters, and architectural accents. The use of aluminum or vinyl as the primary exterior material is expressly prohibited by this Declaration. Architectural shingles on any dwelling unit constructed on the Property shall have a minimum twenty-five (25) year useful life. The exterior of all structural additions or exterior remodeling to any dwelling unit constructed on the Property shall be constructed of materials matching as closely as possible to the materials used in the initial construction of such dwelling unit. No dwelling unit to be constructed on the Property shall be constructed on a Lot next to a Lot where an existing dwelling unit has identical exterior materials and/or color appearance. Any additions or modifications to the external materials of a dwelling unit must be approved by the Association or ARB, as applicable, pursuant to this Article VII and the other covenants, conditions, and restrictions of this Declaration.

ARTICLE VIII. USE RESTRICTIONS

Section 1. Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration, specifically this Article VIII, or with any rules and regulations promulgated by the Association, shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of this Declaration or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such legal fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot with the same force and effect as a lien for Assessments as provided for herein.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests, or invitees to use the Common Area; may suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than sixty (60) days; and may levy reasonable fines against any Owner or any Owner's tenants, guests, or invitees for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with this Declaration or any rules and regulations promulgated by the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least ten (10) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the

spouse, parent, child, brother or sister of an officer, and/or director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

(b) Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than ten (10) days after said meeting.

(c) Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

(d) Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

(e) Access. Suspension of use rights to Property of the Association shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from such Lot, including, but not limited to, the right to park.

Section 2. Residential Use. It is the intention that the Lots be occupied for residential use only. In the event an entity owns a Lot, the entity shall notify the Association in writing with the names of the persons who shall occupy the Lot. No commercial occupation or activity may be carried on at the Property except as such occupation or activity is permitted to be carried on under this Declaration or after written approval by the Board.

Section 3. Nuisances. No obnoxious or offensive activity, nor any loud noises or noxious odors, shall be permitted or carried on or about the Lots or in or about any portion of the Common Area or the Property, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. No use or practice shall be allowed in or around the Property which is a source of annoyance to Owners or occupants of the Lots or which interferes with the peaceful possession or proper use of the Lots, or the surrounding areas.

Section 4. Parking and Vehicular Restrictions. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot. Parking in community roadways shall be subject to regulations of the Association and the City of Columbia, Tennessee. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Lot) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire, and other public safety vehicles), trailer, recreational vehicle, boat, or boat trailer may be parked or stored on the Property except in the garage located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Property unless they are licensed, registered and insured. Specifically, any motorcycle, moped, or motorized scooter used in the Property may only be driven by a licensed driver and must be registered and insured in accordance with Tennessee law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Tennessee Code Annotated Section 55-53-101, provided that such equipment may not be operated in a manner that creates a traffic hazard or which poses a threat of harm to the user of such equipment.

Section 5. No Improper Use. No improper, offensive, hazardous, or unlawful use shall be made of any Lot nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes, and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes, or other requirements of any governmental agency having jurisdiction thereover relating to any Lot shall be corrected by, and at the sole expense of, the Owner of said Lot.

Section 6. Leases. No portion of a Lot (other than the entirety of the Lot) may be rented. All leases must be in writing and shall have a term of no less than one year. No Owner may lease his or her Lot more than one time in any 12-month period, even if a tenant defaults on a lease or abandons the Lot before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said one year, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by Declarant. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, applicable rules and regulations, or of any other agreement, document, or instrument governing the Lots, Common Area, and Property. The Owner of a leased Lot shall be jointly and severally liable with such tenant for compliance with this Declaration and for payment of any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association or the Lot, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established under Tennessee law, until the Owner's account is current. All leases

entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

Notwithstanding anything to the contrary in this Article VIII, Section 6, the provisions of Article VIII, Section 6 shall not apply to any leases involving a Sub-Association as the lessee.

Section 7. Animals and Pets. Each Lot is permitted to have two (2) domestic household pets (i.e., dogs and/or cats) without obtaining the prior written approval of the Board. No other animals, livestock, horses, reptiles, or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as may be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Lot or fenced-in area. No pet shall be kept tied up outside of a Lot or in any screened porch or patio, unless someone is present at the Lot. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association property damaged by such Owner's pet. Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 8. Additions and Alterations. No structure on any Lot shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any addition or alteration to the exterior of such structure, including, without limitation, the painting, staining or varnishing of the exterior of such structure, including doors, garage doors, driveways and walkways, unless being painted, stained, or varnished using the same color as originally installed, or if replacing the roof, garage door, or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the ARB as set forth in Article VII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 9. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 10. Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the ARB. No Owner may alter the slopes, contours, or cross-sections of the retention areas or littoral zones, or chemically, mechanically, or manually remove, damage, or destroy any plants in any littoral zones.

Section 11. Signs. No signs, flags (other than one portable, removable United States flag displayed in a respectful manner, and one portable, removable official flag displayed in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures, or materials of any kind shall be displayed and/or placed upon any Lot. Notwithstanding the foregoing, one sign used solely in connection with the marketing of the Lot for sale or lease shall be permitted to be displayed on that Lot, but only after Declarant is no longer selling any Lot within the Property in the ordinary course of business and only after such sign has first been approved by the ARB. The ARB shall have the authority to adopt rules and regulations regarding the appearance, size, display, and any other details regarding for sale signs and/or for rent signs. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation, or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on the Property, other than those permitted under other sections of this Declaration. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation, or advertising structures or materials of any kind (other than the one sign used in connection with the marketing of the Lot for sale or lease after Declarant is no longer selling any Unit within the Property in the ordinary course of business) shall be displayed and/or placed in the interior of any structure on any Lot so that it is visible from the exterior of that structure. Declarant and/or the Association may enter upon any Lot and remove and destroy any object which violates this Article VIII, Section 11. This Article VIII, Section 11 shall not apply to Declarant or to any builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures and/or materials prior to installing any structures and/or materials, such approval to be granted or denied by Declarant in Declarant's sole discretion.

Section 12. Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Lot or Property or any portion thereof unsanitary, offensive, detrimental, or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No stripped vehicles, lumber, or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 13. Solar Heating Equipment Solar heating equipment of any type may not be installed, placed, built, constructed, and/or mounted without the prior written consent of the ARB. In addition, no solar heating equipment will be permitted on the ground, and no solar heating equipment will be permitted on any roof areas that constitute part of the front elevation of a Lot and/or a side elevation of a Lot that is readily visible from any adjacent street or any other Lot.

Section 14. Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers, and port-o-lets to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service, and sale of the Property or any portion thereof, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home, or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 15. Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 16. Water Supply; Irrigation. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system. Each Owner shall maintain and repair all portions of the irrigation water lines which are located within, or which serve, the Lot(s) owned by such Owner(s), as connected to the master irrigation system as part of the Common Area. No well for irrigation purposes shall be permitted on any Lot without the prior written consent of the Association. Owners shall abide by all irrigation restrictions and requirements of all governmental bodies having jurisdiction thereover and in accordance with such rules and regulations as may be promulgated from time to time by the Board.

Section 17. Lake Maintenance and Use. The right to pump or otherwise remove any water from the lakes and ponds now existing or which may hereafter be constructed either within the Property or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes shall require the written consent of the Declarant. The Declarant shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish, and fungi in and on such lakes. After the Declarant turns over control of the Association, the Association shall have the rights set forth in the preceding two sentences. Community lakes and ponds shall be part of the Common Area and shall be owned and maintained by the Association.

Section 18. Restrictions, Covenants Running with the Land. The agreements, covenants, conditions, and restrictions set forth in this Article VIII shall constitute a servitude in and upon the Property and every part thereof and shall run with the Property and shall inure to the benefit of and be enforceable by the Declarant and/or the Association and/or the Owners. Failure to enforce any restrictions, covenants, conditions, restrictions, obligations, reservations, rights, powers, or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give

rise to any liability on the part of the Declarant and/or the Association with respect to parties aggrieved by such failure.

Section 19. Remedies for Violation. Violation or breach of any covenant, condition, and/or restriction contained in this Article VIII shall give the Declarant and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said covenants, conditions, and/or restrictions and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then violating Owner or Owners, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by the Declarant and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the fees. Assessments against such Owner shall be enforceable as a lien upon the Lot of such Owner in accordance with the provisions of Article VI of this Declaration. The invalidation by any court of any of the covenants, conditions, or restrictions contained in this Article VIII shall in no way affect any of the other covenants, conditions, and restrictions, which shall remain in full force and effect.

Section 20. Fences. Any fence placed upon any Lot must be approved by the ARB, as provided in Article VII hereof, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy, or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (e.g., a utility provider or any governmental authority or entity), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required by Article VI hereof.

Section 21. Antennae. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes, or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location, and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible

from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the ARB to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae.

Section 22. Improvements. No improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights, and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the ARB, including, but not limited to, painting any structure on a Lot in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 23. Garages. No garage, storage sheds, or other accessory structures shall be erected which is separate from residential structure. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 24. Declarant Exemption. Declarant plans to undertake the work of marketing, selling, and constructing structures and improvements upon the Property and may undertake the work of marketing, selling, and constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental, and other transfer of Lots by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARB shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the marketing, selling, or constructing of structures and improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental, and/or other transfer of Lots by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as any Lot even after the same has

been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's marketing, sale, development, and construction of the Property.

ARTICLE IX. PLANNED DEVELOPMENT

Section 1. No Re-subdividing or Rezoning. No Owner shall be permitted to plat, re-plat, subdivide, seek a modification to any local government development order, or apply for a rezoning of any portion of the Property without the prior written consent of the Declarant (if prior to Turnover) or the Association (if after Turnover).

Section 2. Declarant Rights. The Declarant shall have the right to request or apply for the modification of any local government development order, zoning, and future land use designation of any portion of the Property still under its ownership.

ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANT

Section 1. Utilities. Declarant reserves for itself, its successors, assigns, and designees, a right-of-way and easement to erect, maintain, and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, or other public conveniences or utilities on, in, and over any area constituting a private street or right-of-way within the Property.

Section 2. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety, and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes, or shrubbery, to make any grading of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement area designated on the plat, in this Declaration, or in a separate recorded document. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3. Future Easements. The Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Property owned by the Declarant. In addition, the Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 4. Easements for Maintenance Purposes. The Declarant reserves for itself, its agents, employees, successors, and assigns an easement, in, on, over, and upon the Property, each Lot, and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining, or improving such areas, the maintenance of which is to be performed by the Declarant or the Association.

Section 5. Community Systems and Services. Declarant reserves for itself, its successors, and assignees, and the Association (after Declarant has turned over control to the Association), the exclusive and perpetual right to provide and operate, and/or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone, and other systems for receiving, distributing, and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the “**Community Systems and Services**”) on a reasonably competitive basis, as Declarant (and/or the Association, if applicable), in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Declarant may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots as a General Assessment. If particular services or benefits are provided to particular Owners, service areas, and/or Lots at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Section 6. Model Homes. Declarant hereby reserves the right to construct and/or operate a “model row(s)” at the Property. The “model row(s)” may contain model homes for the Property, as Declarant and/or any of Declarant’s affiliates may so determine, in their sole discretion. The “model row(s)” may also contain parking, landscaping, and fencing across the roads within the Property as Declarant may determine, in its sole discretion.

Section 7. Irrigation Services. All irrigation systems shall be connected with the master irrigation system which comprises a portion of the Common Area.

Section 8. Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any property line or easement area, the Declarant reserves for itself the right to release the Lot from the restriction from which it violated and to grant an exception to permit the encroachment by the structure over the property line, or in the easement area, so long as the Declarant agrees and determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots, and the overall appearance of the Property.

ARTICLE XI. GENERAL PROVISIONS

Section 1. Duration. This Declaration and the covenants, conditions, and restrictions herein shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, the Declarant, or the Owner of any portion of the Property, their respective legal

representatives, heirs, successors, and assigns, through [____], 2074. The term hereof shall be automatically extended for consecutive terms of ten (10) years unless seventy-five percent (75%) of the then-Owners of Lots within the Property (and the Declarant to the extent of provisions benefitting such party) shall consent to termination of this Declaration. Termination shall be evidenced by an instrument executed by not less than seventy-five percent (75%) of the then-Owners of Lots within the Property and shall be recorded in the Register's Office for Maury County, Tennessee.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Dispute Resolution. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES, OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "**BOUND PARTY**"), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION, OR COMMUNITY OF WHICH THE PROPERTY IS A PART, THE SALE OF THE PROPERTY BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY (EACH A "**DISPUTE**"), SHALL BE ARBITRATED PURSUANT OT THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

a. THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT INCLUDING, WITHOUT LIMITATION, WAIVER, ESTOPPEL OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

b. IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("**JAMS**") IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON

UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

c. This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant, and Declarant's affiliates and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers, and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such parties as Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

d. In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, conditions, or restrictions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorneys' fees, accounting and engineering fees, and any other professional fees resulting therefrom as awarded by court or arbitrator.

e. The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in Maury County, Tennessee.

f. To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

g. The participation by any part in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

h. Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorneys' fees and expert witness costs, if any.

i. The arbitrator appointed to serve shall be a neutral and impartial individual.

j. The venue of the arbitration shall be in Maury County, Tennessee unless the parties agree in writing to another location.

k. If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

l. The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

m. Any and all Disputes between Declarant and the Association arising from or related to the Property, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

n. For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights expressly provided under Tennessee Code Annotated 66-36-103 ("Chapter 66-36 Notice of Claim") as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms Chapter 66-36 Notice of Claim or related provisions under the laws of the State of Tennessee, then Chapter 66-36 Notice of Claim shall supersede and control to the extent of such conflict.

o. The Association and all Owners agree to provide Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 66-36 Notice of Claim, the Association and all Owners must comply with and are hereby advised of the following:

ANY CLAIMS OF CONSTRUCTION DEFECTS ARE SUBJECT TO THE
NOTICE AND CURE PROVISIONS OF TCA SECTION 66-36-103.

p. The Association and each Owner agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair, and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER, DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION – ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

Section 5. No Liability for Acts of Others. Owners, their family members, tenants, guests, agents, invitees, employees, contractors, subcontractors, visitors, licensees, and any occupants of Lots, are responsible for their own personal safety and for their property in and/or on the Property. The Association may, but is not obligated to, maintain or support certain activities within the Property which are intended to promote or enhance safety or security within the Property; provided, however, the Association, the Board, and Declarant shall not in any way be considered insurers and/or guarantors of safety or security within the Property, nor shall they be held liable for any loss, damage, personal injury, and/or death by reason of failure to provide adequate security or ineffectiveness of any security measures that may be undertaken.

Section 6. Security. No representation or warranty is made that any systems or measures cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, agrees, and shall be responsible for informing such Owner's family members, tenants, guests, invitees, agents, employees, contractors, subcontractors, and all occupants of that Owner's Lot that the Association, the Board, and its committees and Declarant are not insurers and/or guarantors of security or safety and that each person within the Property has voluntarily assumed all risks of personal injury, death, and loss or damage to property, including Lots and the contents of Lots resulting from acts of others. Any gate, barrier, video camera, and/or other mechanism or system for limiting access to the Property, if any, are solely intended to regulate vehicle access, and are not intended and/or designed to be a security feature, a safety feature, provide protection to persons and/or property, a warranty of

personal safety, a guarantee of personal safety, a warranty of the safety of personal property, and/or a guarantee of the safety of personal property.

Section 7. View Impairment. Neither Declarant nor the Association guarantee or represent that any view over, through, and/or across the Lots, any open space or any other portion of the Property within the Property will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Declarant (with respect to the portions of the Property other than Lots owned by an Owner other than Declarant) have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed.

Section 8. Construction Activities. All Owners, occupants, tenants, and users of Lots are hereby placed on notice that Declarant, builders, and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Owners, occupants, tenants, and users of Lots or the Property generally acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, nor noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry); (c) that Declarant, builders, and all of their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 9. Natural Conditions. The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot, and every person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury, and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury, and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 9 may also contain ponds, lakes, retention ponds, dry detention areas, detention ponds, intermittent pools of water, muddy areas, and/or buffer areas, among other things, all of which are important to the

ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors, or any other person acting on that Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

Section 10. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

Section 11. Effective Date. This Declaration shall become effective upon its recordation in the Register's Office for Maury County, Tennessee.

Section 12. Amendment. This Declaration may be amended at any time and from to time upon the execution and recordation of an instrument executed by the Board, provided that so long as Declarant is the owner of any Lot or any Property affected by this Declaration, or amendment hereto, no amendment will be effective without Declarant's express written joinder and consent; and further provided, however, that so long as Declarant is the owner of any Lot or any Property affected by this Declaration, or amendment hereto, Declarant has the express power to unilaterally amend this Declaration pursuant to Article II hereof without the consent or joinder of any party.

Section 13. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay Assessments or lien therefor, shall constitute a defect, encumbrance, lien, or cloud upon the title of any property other than the real property as described on **Exhibit "A"** attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the Register's Office for Maury County, Tennessee as provided in Article II hereof. Nothing contained herein shall be deemed to require the Declarant to include any property not included within the Property described on **Exhibit "A"** within this Declaration or subject to any such property to administration by the Association and such inclusion shall be at the option of Declarant.

Section 14. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Declarant or the Association contemplated under this Declaration, neither the Declarant nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents, or required approvals, whether given, granted, or withheld.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed as of the day and year first above written.

DECLARANT:

BRIGHTLAND HOMES OF TENNESSEE,
LLC, a Tennessee limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be the _____ of Brightland Homes of Tennessee, LLC, the within named bargainer, and that she/he as such _____ of Brightland Homes of Tennessee, LLC, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself/himself as such _____.

WITNESS my hand and seal at office in _____,
_____, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Exhibit "A"

Legal Description of the Property

Situated in the Third (3rd) Civil District of Maury County, Tennessee, bounded on the north by Anderson Place, Section 2 (Plat Book 12, Page 382, in the Register's Office of Maury County, Tennessee (R.O.M.C., TN)), Dean & Julie Norton (Book 1154, Page 540, R.O.M.C.,TN), and on the north, east, & south by Tiger Eye Investment Trust (Book R2352, Page 1427, R.O.M.C.,TN), being also bounded on the south by Grove Park Phase, Section 4, (Plat Book 21, Page 282,R.O.M.C.,TN), Section 5 (Plat Book 21, Page 396, R.O.M.C.,TN), & Section 6 (Plat Book 21, Page 471, R.O.M.C.,TN), and on the west by the easterly margin of Nashville Highway (U.S. Highway 31), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron pin found in concrete, lying in the easterly margin of Nashville Highway, US-31 (150' right of way), being the northwest corner of the herein described tract; thence with a woven wire fence, South 83 degrees 41 minutes 34 seconds East a distance of 333.70 feet to an iron pin set; thence continuing with said fence, South 83 degrees 27 minutes 15 seconds East a distance of 184.60 feet to an iron pin set; thence leaving said fence, North 06 degrees 08 minutes 44 seconds East a distance of 303.82 feet to an iron pin set in a woven wire fence in the south line of Anderson Place, Section 2; thence continuing with south line of Anderson Place and said woven wire fence, South 85 degrees 58 minutes 29 seconds East a distance of 356.24 feet to a 5/8-inch iron pin found with cap (RLS #596); thence continuing with the south line of Anderson Place and said woven wire fence, South 86 degrees 06 minutes 46 seconds East a distance of 227.57 feet to a disturbed 5/8-inch iron pin; thence leaving the south line of Anderson Place and continuing with said fence and the south line of Dean & Julie Norton for the next three (3) calls:

- 1.) thence South 86 degrees 01 minutes 04 seconds East a distance of 1595.43 feet to a 1.5-inch iron pipe found in concrete;
- 2.) thence North 19 degrees 01 minutes 33 seconds East a distance of 548.80 feet to a 1.5-inch iron pipe found in concrete;
- 3.) thence North 50 degrees 38 minutes 27 seconds East a distance of 194.40 feet to a 1.5-inch iron pipe found in concrete;

thence leaving the south line of Dean & Julie Norton and continuing with the line of the Tiger Eye Investment Trust for the next six (6) calls:

- 1.) thence South 54 degrees 48 minutes 43 seconds East a distance of 1002.57 feet to a ½-inch iron pin found in a woven wire fence;
- 2.) thence South 07 degrees 22 minutes 52 seconds West a distance of 923.64 feet to a ½-inch iron pin set at a fence post in a woven wire fence;
- 3.) thence North 82 degrees 08 minutes 08 seconds West a distance of 558.59 feet to a ½-inch iron pin set in a woven wire fence;
- 4.) thence North 82 degrees 22 minutes 09 seconds West a distance of 409.53 feet to a ½-inch iron pin set in a woven wire fence;

- 5.) thence North 82 degrees 48 minutes 08 seconds West a distance of 423.70 feet to a 5/8-inch iron pin with cap (O'Leary RLS #1987) found at the intersection of two wire fences;
- 6.) thence leaving said woven wire fence and continuing with a barbed wire fence, South 06 degrees 59 minutes 47 seconds West a distance of 763.05 feet to a 1/2-inch iron pipe found at a fence post;

thence leaving the westerly line of the Tiger Eye Investment Trust and continuing with the north line of Grove Park Subdivision, Sections 4-6 for the next three (3) calls:

- 1.) thence with the aforementioned barbed wire fence, North 83 degrees 02 minutes 51 seconds West a distance of 893.52 feet to an iron pin set;
- 2.) thence continuing with said fence North 83 degrees 24 minutes 25 seconds West, leaving said fence line at approximately 510± feet for a total distance of 584.01 feet to a 5/8-inch iron pin found with cap (O'Leary RLS #1987), being approximately 2.6± feet northeast of a sanitary sewer manhole;
- 3.) thence North 38 degrees 51 minutes 00 seconds West for a distance of 212.66 feet to an iron pin set;

thence leaving the north line of the Grove Park Subdivision, and continuing with the north & west lines of Christ Our Savior ELC Lutheran Church for the next three (3) calls:

- 1.) thence with the west line of said church North 33 degrees 17 minutes 45 seconds West for a distance of 243.16 feet, passing through a pond to a 5/8-inch iron pin with cap (O'Leary RLS #1987) found at the corner of a barbed wire fence;
- 2.) thence continuing with the barbed wire fence and the westerly line of church, North 08 degrees 51 minutes 41 seconds East for a distance of 218.24 feet to a 1-inch iron pipe;
- 3.) thence continuing with said fence and the north line of the church, North 81 degrees 13 minutes 21 seconds West for a distance of 702.94 feet to the **POINT OF BEGINNING** having an area of 4,150,954.16± square feet, or 95.29± acres more or less.

Being a portion of the same property conveyed to Columbia Nashville Highway, LLC by virtue of Special Warranty Deed from Tennessee Rural Health Improvement Association, recorded January 18, 2022 in Book R2808, Page 1467, and Quitclaim Deed recorded January 18, 2022 in Book R2808, Page 1461, Register's Office of Maury County, Tennessee.

This description was prepared by W&A Engineering, under the supervision of Adam Bledsoe, a Registered Land Surveyor in the State of Tennessee, License Number 3099, on December 16, 2021 and is based on information taken from an ALTA/NSPS survey performed by W&A Engineering dated October 08, 2021.