

Prepared by
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
PINE CREEK ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "This Declaration") made and published on or as of the date hereinafter set forth, by and between **PINE CREEK GENERAL PARTNERSHIP** (the "Developer"), and any and all other persons, firms, or corporations hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Developer is the present owner of the property described in Exhibit "A" attached hereto (the "Property") on which Pine Creek Estates is to be constructed; and

WHEREAS, Developer desires to create thereon a residential subdivision with single family residential components located on tracts within the Property; and

WHEREAS, the Developer desires to set forth certain restrictions for the benefit of all Lot Owners in the single family residential portion of the Property; and WHEREAS, the Developer desires to grant and establish certain easements upon the Property for the benefit of all Lot Owners in the Property; and

WHEREAS, it is in the best interest of the Developer, and each and every other person or entity hereafter acquiring any of said property that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use, development and maintenance of said Property be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the landscaping, maintenance and operation of certain common area within the Property; and

WHEREAS, the Developer deems it desirable to fulfill the foregoing objects, purposes and requirements, to create entities to which should be delegated and assigned the powers of maintaining and administering the respective common areas and enforcing the covenants and restrictions, and collecting

the disbursements and assessments and charges hereafter created in each of the components in the development;; and

WHEREAS, the Developer desires to hereafter designate a certain portion of said property presently owned by the Developer to be common areas to be landscaped and maintained for the mutual benefit of each and every person or entity hereafter acquiring any of said Property; and

WHEREAS, the Developer desires to maintain a sign for the identification of the single family residential section or sections of said Property; and

WHEREAS, the Developer has caused or will cause to be incorporated under the laws of the State of Tennessee, non-profit corporation for the purpose of exercising the aforementioned functions for each of the designated portions of the Property:

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the Property, including the Common Area; as defined hereinafter, shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of each owner thereof. Every person or entity hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

All definitions hereafter set forth shall apply to that portion of the Property to which the article references, except where a reading of these Declarations as a whole requires a different interpretation.

The Plat of Pine Creek Estates shall be recorded with all necessary dedications of public roadways, utilities and drainage features serving the Property and not located specifically within one of the areas as set forth in the Articles set forth hereafter.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

1. EXISTING PROPERTY. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of Lots 1 through 29, of the Pine Creek Estates, Phase 1 as shown on the Plat recorded in Plat Book 28, Page ~~5~~15 in the Register's Office for Wilson County, Tennessee (collectively the "Residential Property") as further described in **Exhibit "Article I-A"**, attached hereto. The subject property is a portion of the property conveyed to the Declarant by deed of record in Deed Book 1226, Page 1501 in said Register's Office. The real property is further subject to all restrictions, easements, minimum building setback lines, etc., as are shown on the recorded plat.

ARTICLE II

DEFINITIONS

1. **"Architectural Control Committee"** shall mean the persons appointed by Declarant or elected as members pursuant to Article VII herein below.

2. **"Association"** shall mean Pine Creek Estates Homeowners' Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot subject to assessment as hereinafter provided. The Bylaws of the Association are attached hereto as **Exhibit "Article III"** and are incorporated herein by reference.

2. **"Declarant"** or **"Developer"** shall mean **PINE CREEK GENERAL PARTNERSHIP**, its successors and assigns.

3. **"Lot or Lots"** shall mean and refer to the respective numerically designated parcels of land shown upon the recorded plats of the properties, with the exception of any Common Area.

4. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

5. **“Residential Properties”** shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be added.

6. **“Plans and specifications”** shall consist of any drawings, architectural renderings, structural drawings, artistic renderings, specifications of materials, descriptions of construction technique or applications of materials, or any other written document describing or showing any proposed structure to be built on a Lot or Lots.

ARTICLE III

GENERAL PROPERTY RIGHTS

1. OWNER’S EASEMENT OF ENJOYMENT. Every Lot 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 every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of any Lot Owner (i) for any period during which any assessment against his Lot remains unpaid; and (ii) for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. At the time of any such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(c) The right of the Association to impose regulations for the use and enjoyment of the Common Area, and improvements thereon, which regulations may further restrict the use of the Common Area.

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. MEMBERSHIP. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. CLASS MEMBERSHIP. The Association shall have two classes of voting membership.

(a) Class A members shall be all Lot Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. The Class B member shall be entitled to four (4) votes for each Lot owned. The Class B membership shall be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

3. VOTING BY PROXY. Any Member may exercise its voting rights by proxy. Any proxy designation must be signed by the Owner, must include the lot number of the property for which the vote by proxy is being exercised, and the original proxy designation must be presented at the meeting wherein such vote is exercised.

ARTICLE V

COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

1. CREATION FOR THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS. The Developer, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment is the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of the Lot Owner unless expressly assumed by the successor in title although the lien for assessments shall remain in full force and effect.

2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Common Area (including, but not limited to drainage facilities, lawn maintenance, including water charges for the irrigation system, walkways, landscaping, entrance signs, recreational facilities, etc.).

3. MAXIMUM ANNUAL ASSESSMENT. (a) The initial annual assessment rate shall be set by the Developer.

(b) The initial annual assessment for the year in which the Declaration is effective shall be prorated as set forth in Section 7 hereunder.

(c) At the time the initial assessment shall commence as to any Lot, a Working Capital assessment of \$250 shall be made by Owner to the HOA or Developer for the benefit of the HOA. After the initial transfer from the Declarant, each subsequent transfer shall be subject to the Working Capital Assessment and an administrative transfer fee to be established by Declarant or the Board, from time to

time. The Working Capital assessment and any administrative fee shall payable by Owner at the closing in which he acquires an interest in a Lot.

(d) The Board of Directors of the Association may adjust the annual assessment by a two-thirds (2/3) majority vote of the Board. Except as set forth in Section 4 hereunder, the annual assessment may not be increased more than ten (10%) above the assessment for the previous year without a majority vote of the Owners.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of both Class A and B members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, which shall be thirty (30%) percent. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly basis, or on any other such basis as the Board may from time to time deem appropriate.

7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENT. Annual assessments shall commence as to each Lot twelve months from the the sale or transfer of such Lot from Developer to a home

builder ("Builder") or from Builder to any third party, whichever shall first occur, and shall be pro-rated for the year of such initial sale. Annual assessments shall be due and payable quarterly, in advance, on the first day of each quarter of the calendar year. Lot Owners shall pay a portion of the annual assessment for the calendar year in which their Lot is purchased beginning with the month following the date of purchase. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance. No Lot in the hands of Developer shall be subject to assessment for a period of three (3) years from the date of completion of infrastructure improvements serving the Lot. Developer shall be entitled to a credit against any such assessment for all documented expenses it incurs for maintenance of Common Area otherwise the responsibility of the HOA.

8. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof shall extinguish the lien of such

assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such former Lot Owner from personal liability for any assessments due or from the lien thereof.

ARTICLE VI

INSURANCE

1. COMMON AREA. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

2. LOTS. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot shall be the responsibility of the individual Lot Owners.

3. OTHER INSURANCE. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officers of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association or a member of a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the same constitutes gross negligence or willful misconduct. If an unpaid Director or officer of the Association prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the director or officer all his reasonable legal fees.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot

number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable:

(b) Any delinquency in the payment of assessments or charges owed by a Lot Owner of a Lot subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days:

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association:

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE VII

ARCHITECTURAL CONTROL

1. ARCHITECTURAL CONTROL. No residence, building, or other structure, including material changes in the landscaping of each Lot, shall be commenced, erected, or maintained upon the Residential Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. For any proposed construction on a Lot or Lots, two (2) sets of plans shall be submitted. Plans shall include proposed landscaping. Upon approval, one set will be signed and returned and the second set held to assure construction will be in conformity with the approved plans and specifications. The Architectural Control Committee shall initially consist of the following: **PINE CREEK GENERAL PARTNERSHIP**. Any vacancy on this Committee shall be filled by Declarant until the sale of ninety (90%) percent of the lots is completed; thereafter, the duty to fill such vacancy shall be delegated to the Owners. In the event the Declarant or the Committee fails to approve or disapprove such design and location within twenty (20) days after said plans and specifications have been submitted to it, approval will not be required, and construction in accordance with such submitted plans will be deemed approved.

2. In order to provide an orderly plan of construction and protect the common interest of the Lot Owners of Pine Creek Estates, Phase I, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the Declarant and all subsequent owners of any Lot within Pine Creek Estates, Phase I thereof, in any capacity whatsoever:

(a) No Lot shall be used except for residential purposes.

(b) No residential structure on any Lot shall be designed, constructed, or used as a duplex, apartment house, or for more than one (1) family.

(c) No Lot or Lots shall be subdivided, altered or changed so as to produce less area than is established by the recorded Plat unless approved by Declarant so long as Declarant shall own a Lot, or thereafter by the Architectural Control Committee. No more than one (1) residential building may be constructed or maintained on any one (1) Lot. This, however, is not intended to prohibit a lot owner from combining two or more lots, or a lot with a portion of another for the purpose of construction of a residence on a larger lot.

(d) No noxious or offensive operations shall be conducted or maintained on any Lot, and nothing shall be done on any Lot which may constitute a nuisance or unreasonable annoyance to the neighborhood.

(e) No poultry, livestock or animals shall be allowed or maintained on any Lot at any time; provided, however, this shall not preclude the keeping of dogs, cats, or other household pets, as such; provided further, however, that nothing shall permit the keeping or raising of dogs, cats or other animals for commercial purposes. All animals shall be restrained from running loose. Doghouses, dog runs shall be allowable so long as they are behind a privacy fence with a minimum of five feet in height.

(f) No trailer, modular home, manufactured home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted. Further, no boat, house trailer, or similar vehicle shall be stored on the premises, unless kept inside of a garage. Boats may be temporarily stored on the exterior of the premises for maintenance, repair or winterizing for a period not to exceed five (5) days, provided Owner shall notify the ACC of same. No vacation trailer, camper, boat, or similar vehicle can be used as a residence, temporarily or permanently, nor can it be parked on the public street for more than one twenty-four hour period. No automobile shall be continuously or habitually parked on any street or public right-of-way. Temporary construction trailers will not be prohibited by this provision. Declarant has the right to designate a lot to be used temporarily for placement of a construction trailer for the benefit of Pine Creek Estates.

(g) No building shall be constructed or maintained on any Lot other than inside the minimum building setback lines, as shown on the recorded plat. The Declarant expressly reserves the right, with the approval of the Wilson County Planning Commission, to amend or alter the plat.

(h) A perpetual easement is reserved for each Lot, as shown on the recorded plat, for the construction and maintenance of utilities, such as electricity, gas, water, drainage, sanitary sewers, sidewalks etc., and no structure of any kind shall be erected or maintained upon or over said easement. No such easement may be modified or obstructed without the consent and approval of the Wilson County engineer and the Architectural Control Committee.

(i) All wires and cables of public utilities, such as electric, telephone, cable, etc., shall be installed underground from the public service line to the structure.

(j) Drainage easements as shown on the recorded plat shall be for the purpose of constructing, connecting, maintaining, opening or widening storm drains, and open ditches.

(k) The right is expressly reserved to the Declarant and the Owners of this subdivision, their representatives, heirs, successors and assigns, to construct all streets, sidewalks, roads or other public ways as now, or thereafter may be shown on the plat of record, at such grades of elevation as they, in their sole discretion, may deem proper and to dedicate same for public use, subject to all applicable governmental approvals and permits.

(l) No outbuildings of any nature may be erected on any Lot except a detached garage and/or a detached storage building which shall be constructed of the same materials as are used on the residential structure. The garage or storage building shall be constructed as a permanent structure with a permanent foundation and built to the rear of the residence. The garage doors shall not face Mires Road, except for detached garages or carriage-style garages as approved by the ACC. Any such outbuilding shall be approved by the Declarant and/or the Architectural Control Committee and shall be located on the Lot so that it does not encroach upon the minimum building setback lines or any easements. No portable outbuilding shall be placed on any Lot.

(m) No fence or wall may be erected on any Lot except along the rear Lot line and along the side Lot lines up to a point even with the rear of the residence constructed thereon. Any fence shall extend no further forward than the rear of the principal structure. Prior to installation or construction, all fences must be approved in writing by the Declarant and/or the Architectural Control Committee. A Lot owner desiring to construct a partial fence to be used as a privacy screen must also obtain written approval from the Declarant and/or the Architectural Control Committee. Storm wire fences, wire mesh fences, or chain link fences are expressly prohibited. No ornamental yard objects, such as but not limited to statuary or sculptures, shall be placed on a Lot unless approved in writing by the Declarant and/or the Architectural Control Committee.

(n) All residential structures shall have a minimum of 1,500 square feet of heated living space plus a full-size, two-car garage. Garages, finished basements and open porches are not included in computing floor area. Construction of the residential structure must begin within twenty four months of the initial lot purchase unless the Declarant and/or the Architectural Control Committee grant a written waiver and extends said date, for good cause shown.

(o) After the construction of a residence, an Owner shall immediately install within sixty (60) days of the completion of the construction of the residence, or cause to be installed, foundation landscaping in keeping with the character of the surrounding Lots. Unless otherwise approved the ACC, Owner shall be required to plant two trees(at least four inches in diameter) in the front yard of the Lot, and where the Lot is a corner lot, one such tree shall be planted in the side street yard, in compliance with the landscaping plans approved by ACC. No hedge shall be planted on any lot unless the Declarant approves its design and planting in writing. Each Owner shall construct the driveway of exposed concrete aggregate or stamped concrete and shall also concrete all aprons of the driveway (subject to approval by the Wilson County Road Commission) and any turn-round area and install sidewalks on said Lot at the time of completion of the principal structure, weather permitting, but not later than three (3) months after completion of a principal structure. Any alterations or modifications of approved landscaping shall require prior approval of the ACC.

(p) Any residence constructed on any Lot shall have a concrete or masonry foundation. The exterior of the residence shall be constructed of brick, stone, stone veneer or a combination of same and the same shall extend to grade so that no concrete blocks or other foundation material is visible. In the event that the Owner of a Lot desires to utilize other materials for the exterior of a residence, the Lot Owner may apply in writing to the Declarant and/or the Architectural Control Committee for a waiver of this requirement. This application shall include information describing the material to be used. The Declarant and/or the Architectural Control Committee shall then determine, in its discretion, if the use of the requested material will be permitted. Any waiver of the restriction for a particular Lot shall not constitute a waiver for any other Lot. Mail boxes shall be constructed of the same exterior masonry materials used on the residence with a round top design. Further, any residence constructed on any Lot shall have a primary roof pitch shall not be less than a plane of six (6) inches vertical for every plane of twelve (12) inches horizontal unless otherwise approved by the Declarant and/or the Architectural Control Committee in writing. The minimum roofing shingle for any residence constructed on any Lot shall be a 30-year dimensional product. The General Declarant imposes said restriction with the purpose of requiring a high quality of construction. Any waiver must be in writing and approved by the Declarant.

(q) No sign for advertising or for any other purpose shall be displayed on any Lot, building, or a structure on any Lot except one small sign of the customary type for advertising the sale thereof; provided; however, that Declarant shall have the right to erect larger signs when advertising the development. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations. The Board shall promulgate rules for the display of temporary signs by Owners (e.g. garage sales, election signs, etc.)

(r) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary conditions. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected nor placed on any Lot. Every Lot Owner shall be required to keep his Lot clean and mowed.

(s) Every Lot, upon the completion of the construction of a house, shall be graded and grass seed sown or sodded and appropriate shrubs, bushes and/or trees planted to make the Lot appear attractive and in keeping with the neighborhood and in compliance with the approved landscaping plan. The Board shall have the right, but not the obligation, to provide supplemental landscaping or landscape maintenance, and to provide garbage and trash collection and disposal, if needed, to supplement that provided by public authority. Any funds expended by the HOA to provide supplemental landscaping or landscape maintenance in order to bring the Lot into compliance with this section may be charged to the Lot Owner as a Special Assessment.

(t) No junk, inoperable, or unlicensed vehicles shall be allowed to remain on any Lot.

(u) No above ground swimming pools shall be installed.

(v) All principal structures shall be heated and cooled by central heating and air units. No window type heating and air units will be installed or allowed in any structure. All central heating and air units shall be screened using the same brick or stone material as is on the residence.

(w) Each Lot Owner shall connect to the public sanitary sewer system and the public water service available to the Lot at the cost of the Owner.

(x) No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property or on the exterior of any residence without the prior written approval of the Declarant and/or the Architectural Control Committee.

(y) No lot owner shall permit any fence, wall, hedge or shrubbery to be placed on any Lot in such a way that it is or will become an obstruction to visibility along streets.

(z) Any residence constructed upon any Lot must be completed within twelve (12) months from the date the construction begins.

(aa) Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE VIII

DUTIES OF THE PINE CREEK ESTATES HOMEOWNERS' ASSOCIATION

1. MAINTENANCE OF THE COMMON AREAS. The Pine Creek Estates Homeowners' Association shall be responsible for maintaining all of the areas designated as the Common Area. Maintenance shall include landscaping the area, keeping the area mowed and all shrubbery trimmed, keeping the area clean of debris, maintaining all fixtures and equipment of the Common Area in good working order.

ARTICLE IX
GENERAL PROVISIONS

1. ENFORCEMENT. The Developer, the Association, the Architectural Control Committee, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. These rights shall include the right to prevent a Lot Owner from violating the provisions of this Declaration or to recover damages for such violations. Failure by the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall remain in full force and effect.

3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by Declarant or its assign without the necessity of any consent or joinder of any other party, so long as Declarant owns 50% or more of the Lots (including for calculation purposes the maximum number of Lots not yet developed in additional phases but which may be added pursuant to Article IX(4) herein below); and during the first twenty (20) year period by an instrument signed by persons or firms representing not less than sixty-six percent (66%) of the Owners of Lots, and thereafter by an instrument signed by not less than fifty-one percent (51%) of the Owners of Lots. Declarant's right to amend shall include the right to amend the applicable restrictive covenants under Article VII as to any phase added pursuant to Article IX(4) herein below

Provided, however, during the initial ten (10) years of the term of the Declarations under this Article III any amendment or modification shall be approved by the Wilson County Planning Commission. Any amendment must be recorded in the Register's Office for Wilson County, Tennessee.

4. ADDITIONAL PROPERTY. Additional residential property and Common Area may be added to the Properties at the discretion of the Declarant, including, but not limited to any property which reverts to Declarant from any prior conveyance.

5. FNMA/FHLMC APPROVAL. Notwithstanding anything to the contrary contained in this Declaration of Covenants, Conditions, and Restrictions, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC") and Federal National Mortgage Association ("FNMA:") pertaining to developments of the nature described herein are hereby incorporated as terms and conditions of the Declaration of Covenants, Conditions, and Restrictions, and such shall be governing upon the Properties, and Declarant, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed this instrument this 22nd day of December, 2015.

DECLARANT:

PINE CREEK GENERAL PARTNERSHIP

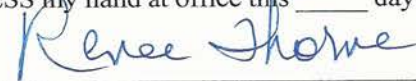
BY:


STEPHEN ELSSMANN
General Partner

STATE OF TENNESSEE)
COUNTY OF WILSON)

Personally appeared before me, the undersigned authority, a notary public of the state and county aforesaid, Stephen Elssmann, with whom I am personally acquainted and who acknowledged that he executed the within instrument as General Partner of PINE CREEK GENERAL PARTNERSHIP for the purposes therein.

WITNESS my hand at office this 22nd day of December, 2015.


NOTARY PUBLIC

My Commission Expires: 3-28-16

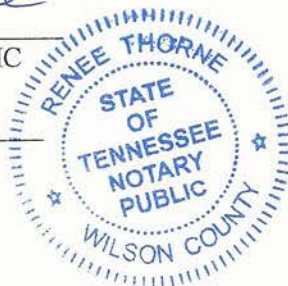


EXHIBIT A
LEGAL DESCRIPTION OF PINE CREEK ESTATES, PHASE I PROPERTY

Being Lots 1 through 29, together with all easements and open spaces as more particularly shown on that certain plat entitled "Final Plat Pine Creek Estates, Phase 1", said plat of record at Plat Book 28, Page 515 in the Register's Office for Wilson County, Tennessee.

**EXHIBIT ARTICLE III
PLAT/LEGAL DESCRIPTION
OF
PINE CREEK ESTATES PARCEL**

COUNTY ENGINEER/STORM WATER OFFICIAL'S CERTIFICATE

I HEREBY CERTIFY THAT THE SUBMITTAL DRAINAGE PLANS HAVE BEEN SUBMITTED AND APPROVED FOR RECORD. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.

DATE: 11-16-2015

COUNTY ENGINEER/DESIGNATED STORM WATER OFFICIAL

CERTIFICATION OF PROPERTY NUMBERS AND STREET NAMES

I HEREBY CERTIFY THAT THE PROPERTY NUMBERS ASSIGNED HEREON ARE CORRECT AND ACCORDING TO THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.

DATE: 11-17-2015



VICINITY MAP
(N.T.S.)

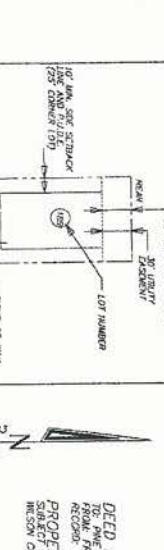


UTILITY NOTE:
THE ENGINEER HAS NOT INVESTIGATED THE UNDERGROUND UTILITIES. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.

NOTES:
1. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.

STORMWATER DRAINAGE NOTES:
1. DRAINAGE EXISTENCE, DRAINAGE DEPARTED RIGHT OF WAY ARE NOT THE RESPONSIBILITY OF THE ENGINEER. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.

DEED REFERENCE:
THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT. THE ENGINEER HAS REVIEWED THE PLANS AND HAS DETERMINED THAT THE PLANS COMPLY WITH THE REQUIREMENTS OF THE TENNESSEE WATERWAYS ACT AND THE TENNESSEE WATERWAYS ACT.



TYPICAL LOT SETBACKS (R-1 CLUSTER)

IN SPC NAD 83

GRAPHIC SCALE: 1" = 300'

AREA SUMMARY:

560.185 SQ. FT. ± OR 12.90 ACRES

433,047 SQ. FT. ± OR 10.40 ACRES

1,013,232 SQ. FT. ± OR 23.30 ACRES ±

TOTAL:

OWNER/DEVELOPER:

ENGINEER:

SURVEYOR:

DATE: 11-18-2015

NAME & TITLE:

CERTIFICATE OF ACKNOWLEDGMENT

CERTIFICATE FOR APPROVAL FOR RECORDING

FINAL PLAT

PINE CREEK ESTATES, PHASE 1

A CLUSTER LOT DEVELOPMENT

MIRAS ROAD, TWENTY-FOURTH CIVIL DISTRICT,

WILSON COUNTY, TENNESSEE

CCDC JOB NO. 13-095

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:

REVISIONS:



TN SPC NAD B3

MAP 118, PAR. 02150
JERRY McDONALD
BOOK 388, PAGE 541 R.O.W.C., TX.
PLAT BOOK 19, PAGE 675, R.O.W.C., TX.



CERTIFICATE OF ACCURACY



REGISTERED SURVIVOR:

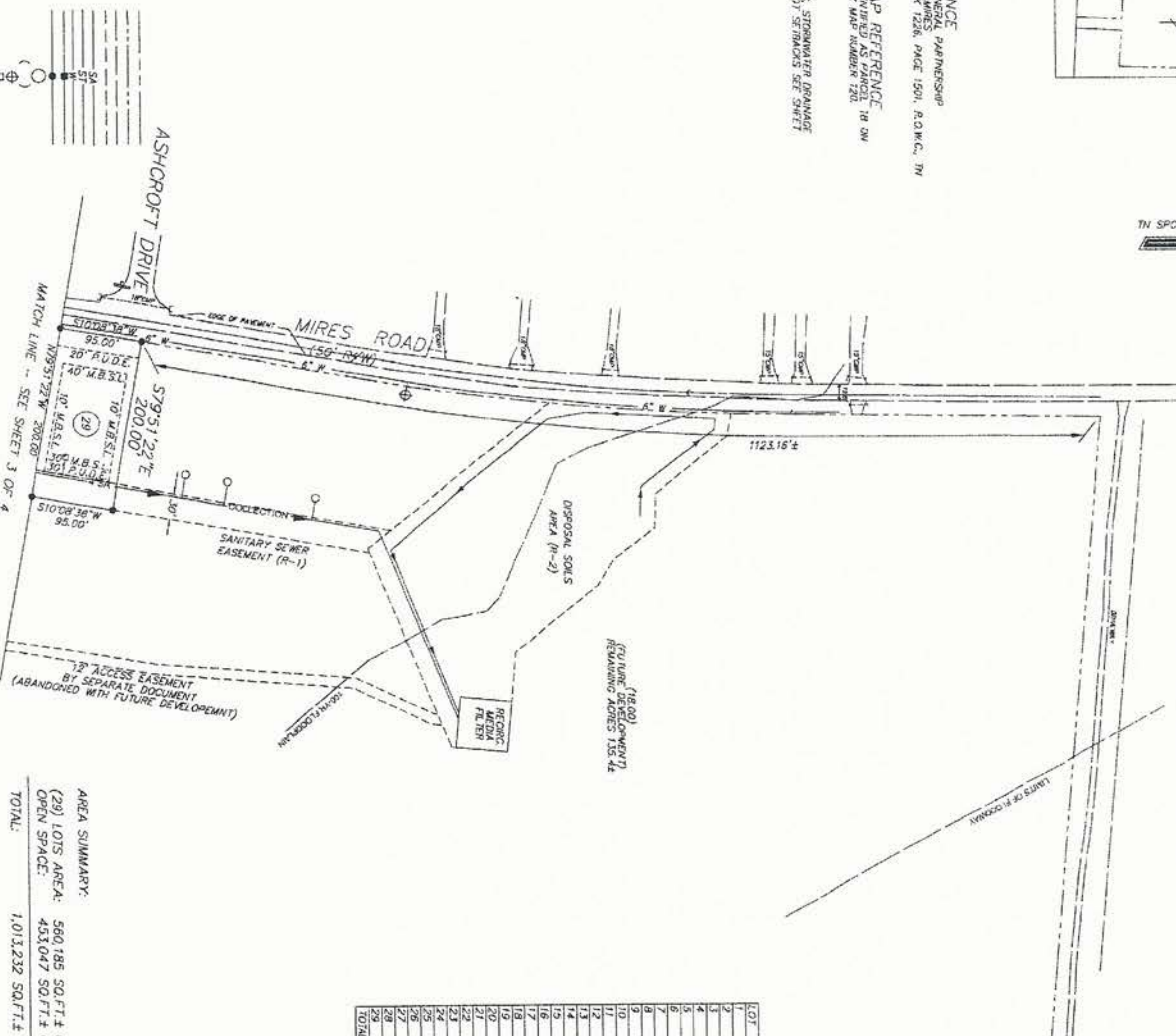
DEED REFERENCE
TO: PAPE GREEK GENERAL PARTNERSHIP
FROM: FRANCES H. MOSES
RECORDED: DEED BOOK 1226, PAGE 1501, R.O.W.C., TN

PROPERTY MAP REFERENCE
SUBJECT SITE IS IDENTIFIED AS PARCEL 18 ON
MILSON COUNTY TAX MAP NUMBER 120.

NOTE:
FOR GENERAL NOTES, STORMWATER DRAINAGE
NOTES & TYPICAL LOT SETBACKS SEE SHEET
1 OF 4.

LEGEND

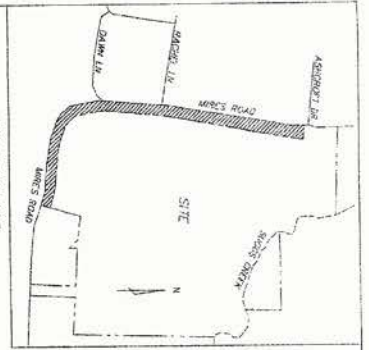
PROPERTY OWNERSHIP BOUNDARY
LOT LINE
BUILDING SET-BACK LINE
EASEMENT
SAVANNAH SEMER LINE
STORE SEMER
WATER LINE
REY ADJACENT
NEW ARCH ROAD
LOT NUMBER
PROPERTY MAP PARCEL NUMBER
WIRE HYDRANT
WATER VALVE
SEWER MAIN/HOLE
PUBLIC UTILITY & DRAINAGE EASE
ADJACENT BUILDING SET-BACK LINE

LOT TABLE

OT	Standard	FEI	ACRIS
1	24.25%	0.51%	
2	18.59%	0.44%	
3	18.59%	0.44%	
4	18.59%	0.44%	
5	18.59%	0.44%	
6	18.59%	0.44%	
7	18.59%	0.44%	
8	18.59%	0.44%	
9	18.59%	0.44%	
10	18.59%	0.44%	
11	18.59%	0.44%	
12	18.59%	0.44%	
13	18.59%	0.44%	
14	18.59%	0.44%	
15	18.59%	0.44%	
16	18.59%	0.44%	
17	18.59%	0.44%	
18	18.59%	0.44%	
19	18.59%	0.44%	
20	18.59%	0.44%	
21	18.59%	0.44%	
22	18.59%	0.44%	
23	18.59%	0.44%	
24	18.59%	0.44%	
25	18.59%	0.44%	
26	18.59%	0.44%	
27	18.59%	0.44%	
28	18.59%	0.44%	
29	18.59%	0.44%	
30	18.59%	0.44%	
Total	560.75%	7.50%	

FINAL PLAT
PINE CREEK ESTATES,
PHASE 1
A CLUSTER LOT DEVELOPMENT
MIRRES ROAD, TWENTY-FOURTH CIVIL DISTRICT,
SOUTHWEST COUNTY, TOWNSHIP

12-27-2013
 REWSED: 1-14-14
 REWSED: 12-18-14
 REWSED: 5-6-15
 REWSED: 7-9-15
 REWSED: 4-17-15
 REWSED: 5-8-15
 REWSED: 9-24-15
 REWSED: 11-3-15



VICINITY MAP
(M.T.S.)



AREA SUMMARY:
(29) LOTS AREA 560,185 SQ. FT. ± OR 12.90 ACRES-
OPEN SPACE: 453,047 SQ. FT. ± OR 10.40 ACRES-
TOTAL: 1,013,232 SQ. FT. ± OR 23.30 ACRES-±

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AND THAT THE ACCURACY HAS BEEN PLACED AS SHOWN HEREON TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT I AM A LICENSED SURVEYOR OF THE STATE OF TENNESSEE.



REGISTERED SURVEYOR

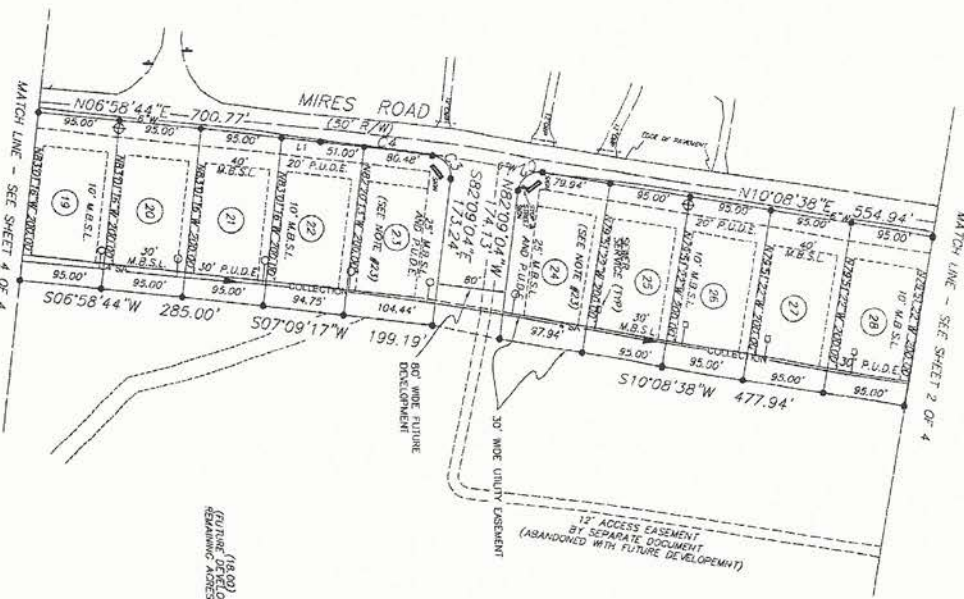
DEED REFERENCE
TO: PARCELS DEED BOOK 1226, PAGE 1501, R.D.W.C. IN
RECORD: DEED BOOK 1226, PAGE 1501, R.D.W.C. IN
PROPERTY MAP REFERENCE
SHEETS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20
IN WILSON COUNTY TAX MAP NUMBER 120.

NOTE:
FOR GENERAL NOTES, STORMWATER DRAINAGE
NOTES & TYPICAL LOT SETBACKS SEE SHEET
1 OF 4.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N06°58'44"E	46.15
L2	N14°32'19"W	51.80
L3	N14°32'19"W	56.82
L4	N05°01'12"W	75.60
L5	N05°01'12"W	75.60
L6	N05°01'12"W	75.60
L7	N05°01'12"W	75.60
L8	N05°01'12"W	75.60
L9	N05°01'12"W	75.60
L10	N05°01'12"W	75.60
L11	N05°01'12"W	75.60
L12	N05°01'12"W	75.60
L13	N05°01'12"W	75.60
L14	N05°01'12"W	75.60
L15	N05°01'12"W	75.60
L16	N05°01'12"W	75.60
L17	N05°01'12"W	75.60
L18	N05°01'12"W	75.60

CURVE	RADIUS	ARC	DELTA ANGLE	CH BEARING	CH DIST
C1	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C2	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C3	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C4	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C5	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C6	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C7	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C8	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C9	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C10	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C11	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C12	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'
C13	25.00'	40.37'	89°17'42"	S58°00'17"E	36.08'



LOT	AREA	PERCENT
1	582,090.47	0.44%
2	18,999.2	0.44%
3	18,999.2	0.44%
4	18,999.2	0.44%
5	18,999.2	0.44%
6	18,999.2	0.44%
7	18,999.2	0.44%
8	18,999.2	0.44%
9	18,999.2	0.44%
10	18,999.2	0.44%
11	18,999.2	0.44%
12	18,999.2	0.44%
13	18,999.2	0.44%
14	18,999.2	0.44%
15	18,999.2	0.44%
16	18,999.2	0.44%
17	18,999.2	0.44%
18	18,999.2	0.44%
19	18,999.2	0.44%
20	18,999.2	0.44%
21	18,999.2	0.44%
22	18,999.2	0.44%
23	18,999.2	0.44%
24	18,999.2	0.44%
25	18,999.2	0.44%
26	18,999.2	0.44%
27	18,999.2	0.44%
28	18,999.2	0.44%
29	18,999.2	0.44%
TOTAL	560,185.4	12.90%

FINAL PLAT
PINE CREEK ESTATES,
PHASE 1

A CLUSTER LOT DEVELOPMENT
MIRE ROAD, TWENTY-FOURTH CIVIL DISTRICT,
WILSON COUNTY, TENNESSEE

12-27-2013
REVISED: 1-14-14
REVISED: 1-18-14
REVISED: 5-6-15
REVISED: 7-9-15

OWNER/DEVELOPER
STEPHEN ELSMANN
PINE CREEK GENERAL PARTNERSHIP
6500 HUNTERMAN DRIVE
BIRMINGHAM, AL 35227
(913) 252-2861 FAX (913) 383-8871

SURVEYOR
CARLSON & CUMMINS, P.C.
1325 21ST AVE SOUTH
NASHVILLE, TN 37203
FAX (615) 281-9575

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE WISCON COUNTY TENNESSEE PLANNING COMMISSION AND THAT THE MOVEMENTS HAVE BEEN PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS.

EXHIBIT ARTICLE III
BY-LAWS
OF
PINE CREEK ESTATES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

Section 11. "Plat" shall have the meaning given it in the Declaration.

Section 12. "Property" shall have the meaning given it in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Pine Creek Estates Residential District Homeowners' Association, Inc. The principal office of the Association shall be located at the _____. Meetings of members and directors may be held at such places within the State of Tennessee, County of Wilson, as may be designated by the Board of Directors.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within ninety (90) days of that date which Declarant has conveyed more than 50% of all Lots, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at a time and place designated by the Board of Directors.

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

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

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of three (3) persons.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, at each annual meeting the Members shall elect directors for a term of three years for the vacancies that are to be filled.

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

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

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

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

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

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

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

ARTICLE VII POWERS AND DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Cause the Common Area to be maintained and kept clean of debris,

ARTICLE VIII
OFFICERS AND THEIR DUTIES

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

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

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

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

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

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

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

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

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

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

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

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of completion of each fiscal year; and shall prepare an annual budget and a statement of income and

expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

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

ARTICLE X BOOKS AND RECORDS

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

ARTICLE XI ASSESSMENTS

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

ARTICLE XII AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person, or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

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

ARTICLE XIII
MISCELLANEOUS

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

IN WITNESS WHEREOF, we, being all of the directors of Pine Creek Estates Residential District Homeowners' Association, have hereunto set our hands this _____ day of _____, 2015.

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Pine Creek Estates Residential District Homeowners' Association, Inc., a Tennessee not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the _____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2015.

SECRETARY

BK/PG: 1675/1567-1599

15569880

	33 PGS:AL-RESTRICTIVE COVENANTS	
	JILL BATCH: 331090	
	12/22/2015 - 01:02 PM	
	VALUE	0.00
	MORTGAGE TAX	0.00
	TRANSFER TAX	0.00
	RECORDING FEE	165.00
	DP FEE	2.00
	REGISTER'S FEE	0.00
	TOTAL AMOUNT	167.00

STATE OF TENNESSEE, WILSON COUNTY
JOHN B SPICKARD
REGISTER OF DEEDS