

This instrument prepared by and upon recording return to:

Bradley Arant Boult Cummings LLP
1600 Division Street, Suite 700
Nashville, TN 37203

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR THE RIDGE AT CARTERS STATION**

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54 PGS:AL-RESTRICTIONS	
BECKY BATCH: 283606	07/13/2022 - 09:25 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	270.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	272.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RIDGE AT CARTERS STATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RIDGE AT CARTERS STATION (“**Declaration**”) is made this 21 day of JUNE, 2022 by RICHMOND AMERICAN HOMES OF TENNESSEE, INC., a Colorado corporation (“**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 the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

IN CONSIDERATION of the covenants contained herein, the Declarant hereby establishes, declares and prescribes herein that the Property shall hereafter be owned, held, transferred and conveyed subject to the covenants, conditions and restrictions hereinafter set forth which shall apply, as to covenants and restrictions, and be covenants running with title to the Property and shall be binding upon the owners of the Property, their respective heirs, personal representatives, successors and assigns for the benefit of the owners of the Property, The Ridge at Carters Station Homeowners Association, Inc., a Tennessee not-for-profit corporation, and where specified, but not otherwise, the Declarant, its successors and assigns. Every owner of the Property, present and future, or any part thereof (by acceptance of a deed therefore, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereinafter be deemed to covenant and to comply with, abide by and be bound by the 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 The Ridge at Carters Station Homeowners Association, Inc., a Tennessee not-for-profit corporation, the By-Laws and the Articles of Incorporation of which are attached hereto and incorporated herein as Exhibits “B” and “C”, respectively. This is the Declaration of Covenants, Conditions and Restrictions for The Ridge at Carters Station to which the Articles of Incorporation and By-Laws of the Association make reference. These documents are sometimes referred to collectively herein as the “**Governing Documents**”.

(b) “Common Area” shall mean and refer to all real and/or personal property which the Association and/or the Declarant owns 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 for the common use and enjoyment of the members of the Association, including without limitation, a right of use (such as but not limited to, easements for surface water collection and retention). The use of the Common Area shall be restricted to landscaping, entry features, directional graphic system, drainage/surface water management, landscape medians, security, safety, bicycle paths, parking, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede. Notwithstanding the forgoing, the Declarant shall have the absolute right, at its sole discretion, to modify any of aforementioned improvements located on Lots in their ownership.

(c) “Declarant” shall mean and refer to Richmond American Homes of Tennessee, a Colorado corporation, or its successors 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 The Ridge at Carters Station 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 in The Ridge at Carters Station, together with any and all improvements thereon, whether or not platted in the Register’s Office for Maury County, Tennessee on which a Single-Family Unit could be constructed, whether or not one has been constructed.

(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 which is a part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and the Declarant.

(g) “Single-Family Unit” shall mean and refer to any improvements located upon the Property intended for use and designed to accommodate a single-family dwelling, including, without limitation, any single-family detached dwelling, for which a certificate of occupancy has been obtained or any such Single-Family Unit planned to be constructed on the Property.

(h) “Surface Water or Stormwater Management System” means (and as used herein, to the extent developed and installed with respect to The Ridge at Carters Station) a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to applicable law

(i) “The Ridge at Carters Station” or “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.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

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 is legally described on Exhibit "A" attached hereto, all of which real property shall hereinafter be referred to as the "Property."

Section 2. Platting and Subdivision Restrictions. The Declarant, 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 lands any part or parcel of the real property located contiguous to Property subjected to this Declaration (for purposes of this Declaration, property separated by public or private rights-of-way, water bodies or open landscaped areas shall be deemed contiguous).

The Declarant's right to so add or withdraw land shall be provided only that (a) upon addition of any lands to the scheme of this Declaration, the Owners of Property therein shall be and become subject to this Declaration, including assessment by the Association for their pro-rata share of the Association expenses, and (b) the addition or withdrawal of lands as aforesaid 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 hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Register's Office for Maury County, Tennessee supplementary declarations with respect to the lands to be added or withdrawn. The Declarant, its successors and assigns, reserves the right to so amend and supplement this Declaration, without the consent or joinder of the Association or of any Owner and/or mortgagee of Property in The Ridge at Carters Station. However, nothing herein shall be construed as restricting Declarant's right to use any land, described in this section, which has not yet been added, or which has been withdrawn from the scheme of this Declaration, for any lawful use whatsoever.

ARTICLE III. PROPERTY RIGHTS

Section 1. Owners' Easements 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 Property of such Owner, subject to the following:

(a) the right of the Declarant or the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

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

(d) 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, and the Articles and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements, restrictions and other matters referenced in Articles VIII and X hereof.

ARTICLE IV. THE RIDGE AT CARTERS STATION HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Declarant at all times as long as it owns all or any part of the Property which may become subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only 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 assessment.

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

(a) Class A Members shall be all Owners of Single-Family Units and/or 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). Each Class A Member shall have one (1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Member shall initially be Richmond American Homes of Tennessee, Inc., a Colorado corporation (the "**Declarant**"), who shall be entitled to eight (8) votes for each Lot and/or Single-Family Unit owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership for Single-Family Units on the happening of any of the following events: ("**Turnover**"):

(1) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

(2) In accordance with the turnover rules or requirements of the laws of the State of Tennessee (if sooner than (1) above); or

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

Once more than fifty percent (50%) of the Lots have been conveyed to members of the Association other than the Declarant, Class A Members other than the Declarant shall be entitled to elect at least one (1) 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 majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, 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 may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. The Declarant, for each Lot owned by it within The Ridge at Carters Station, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges (including assessments for reserves), (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon as provided in Article V, Section 3 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the 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. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose Of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of the Property within The Ridge at Carters Station and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of Owners of the Property, including, but not limited to, the cost of 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 and undertaken by it.

Section 3. Determining Amount of Assessments. The total anticipated operating expenses for each calendar year shall be set forth in the budget ("**Budget**") prepared by the Association's Board as required under the Articles and By-Laws of the Association. Each Lot shall be assessed its *pro rata* portion of the total anticipated operating expenses and reserves, which shall be the "Individual Assessment" as to each Lot. Notwithstanding anything in the Articles and/or By-Laws of the Association to the contrary, any Assessment for legal fees incurred by the

Association for lawsuits shall be deemed an operating expense which is properly the subject of Special Assessment and not the subject of an Individual Assessment so long as approved pursuant to Section 6 of Article V, except the legal fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to this Declaration, the Articles and By-Laws of the Association or the enforcement of the use and occupancy restrictions contained in this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 4. Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each Lot.

Section 5. Date Of Commencement Of Annual Assessments: Due Dates. The annual assessments provided for herein on the date (which shall be the first day of a month) fixed by the Board shall be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties Of The Board Of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period 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 assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any commercial or residential property owners' 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 as the Board of Directors may, in its discretion, deem expedient and appropriate. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Article V, Section 3 hereof, the Board may levy in any assessment year a special assessment applicable to that year only, for the following purposes:

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

(b) For additions to the Common Areas, including but not limited to installation of capital improvements such as security card gates systems and master graphics and signage for The Ridge at Carters Station;

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

(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.

Such special assessment before being charged must have received the consent of a majority of the Board of Directors of the Association.

Section 8. Effect Of Non-Payment Of Assessment: The Lien; Remedies of Association. The lien of the Association upon a Lot 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 and the date when due. Such claim of 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, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the 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 a reasonable attorneys' fee to be fixed by the court, together with the costs of action.

Section 9. Assessments Payable by Declarant; Declarant Subsidies. Each Owner acknowledges and agrees that because Individual Assessments and Special Assessments are allocated based on the formula set forth in Article V, Section 3 above, it is possible that the Association may collect more or less than the amount budgeted for operating expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Assessments for the Lots owned by Declarant in the same manner as other Owners, (ii) subsidize the Budget of the Association as provided below by making voluntary contributions or loans in amounts determined by Declarant, in Declarant's sole discretion, and/or (iii) to be excused from payment of its share of assessments related to its Lots if Declarant elects to deficit fund the amount of Individual Lot Assessments as provided in Section 10 of this Article V below.

During the period of time that Declarant is offering Single-Family Units for sale in The Ridge at Carters Station and/or based on the number of Single-Family Units owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by either: (i) subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant, or (ii) lending money to the Association in amounts determined by Declarant. The amount of any such voluntary contributions or loan may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, to lend money to the Association, the amount of any such

voluntary contribution or loan, the discontinuance and/or recommencement of any such voluntary contributions or loan shall all be made by Declarant, in Declarant's sole discretion, and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions or loan. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget or loans and thus lower the Assessments payable by the Owners that would otherwise be higher based on the operating expenses of the Association.

Section 10. Declarant's Option to Fund Budget Deficits. To the extent permitted by Tennessee law, until the Association turnover date ("**Turnover Date**"), Declarant, its successors or assigns, may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, and excluding Special Assessments arising as a result of any unusual loss or liability.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Association Turnover Date, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner.

Section 11. Subordination of the Lien To Mortgages. The lien of the assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage. 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 12. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge 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, as defined in Article I hereof; and
- (c) As property exempted from ad valorem taxation by the laws of the State of Tennessee, to the extent agreed to by the Association.

Section 13. Allocation and Apportionment. The Board of Directors of the Association shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom

between or among owners of the Property, 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. The funds collected may be expended for the mutual benefit of the Members of the Association at the discretion of the Board of Directors of the Association.

ARTICLE VI. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, at the option of the Board of Directors, provide certain routine exterior maintenance upon any Lot to maintain a uniform high quality appearance of the Property and to preserve the value, quality and beauty of the Property, including maintenance of trees, shrubs, grass, yards and other similar items.

Section 2. Assessment of Cost. The cost of maintenance performed by the Association as provided in Section 1 above shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lot(s) involved by the Board of Directors, as they shall deem appropriate. The exterior maintenance assessments shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 3. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

Section 4. Delegation. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep and repair of any of the Common Areas, Maintenance Areas or any other property which the Association has the obligation to maintain, upkeep and repair under this Declaration. Declarant shall have the authority to require that the Association engage a property management agent to manage the Property and all financial accounts related to the Association. Notwithstanding the foregoing, Declarant reserves the right to assume all property management responsibilities for the Property and to reject any bid for services, both at its sole discretion.

ARTICLE VII. THE RIDGE AT CARTERS STATION ARCHITECTURAL CONTROL

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Declarant, no structure or improvement, including without limitation, landscaping

and landscaping devices, buildings, fences, walls, signs, site paving, grading, parking and building additions, alterations, screen enclosures, decorative building features, viewing piers, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration thereof 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 of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the By-Laws of the Association. The approval or disapproval of the Association 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 Architectural Review Board approval (or Board approval, if applicable) for the aforementioned structures and improvements prior to submitting plans for such structures and improvements to the City of Columbia or other applicable governmental agency.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of three (3) members 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 in The Ridge at Carters Station. Members of the ARB not appointed by Declarant shall be appointed by and serve at the pleasure of the Board of Directors of the Association. 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 of Directors; 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, from time to time, to the Board of Directors of the Association 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, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

(b) To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property 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 Board 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, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property 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 complete sets 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. 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 of Directors of the Association, 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 of Directors of the Association, 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 costs and reasonable attorneys' fees of the ARB.

(e) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant, the Association or the ARB contemplated under this Article, neither the Declarant, the ARB 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 related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarant, the Association or the ARB.

ARTICLE VIII. USE RESTRICTIONS

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article VIII, Section 30 below:

Section 1. Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration, the Articles or By-Laws of the Association 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, the Articles or By-Laws of the Association 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 operating expenses.

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 of the Association and facilities; may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with this Declaration, the Articles or By-Laws of 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 fourteen (14) 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, 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 twenty-one (21) 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) Failure to Pay Assessments. Notice and hearing as provided in subparagraphs (a) and (b) above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

(f) 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. The Single-Family Units shall be for residential use only. No commercial occupation or activity may be carried on in The Ridge at Carters Station except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A residence is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. Homes Owned by Entities or Unrelated Persons. It is the intention that Single-Family Units be occupied for residential use. In the event an entity owns a Single-Family Unit, the entity shall notify the Association in writing with the names of the family members who shall occupy the Single-Family Unit. In the event the Owners of the Single-Family Unit are unrelated either through blood or marriage, they shall be permitted to occupy the Single-Family Unit provided they live as a single housekeeping unit. No Single-Family Unit may be used as a rooming house, hostel or hotel. Timesharing or other arrangements involving more than three (3) ownership interests in a Lot (including ownership by more than three (3) persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) months' duration, are prohibited.

Section 4. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Single-Family Units, or on any portion of The Ridge at Carters Station nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Property which is a source of annoyance to Owners or occupants of Single-Family Units or which interferes with the peaceful possession or proper use of the Single-Family Units, or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Single-Family Units, or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. 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 Single-Family Unit with the garage door closed) 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 of a Single-Family Unit 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. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

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 Ridge at Carters Station 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 6. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Single-Family Unit 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 Single-Family Unit or Lot shall be corrected by, and at the sole expense of the Owner of said Single-Family Unit and/or Lot.

Section 7. Leases. No portion of a Single-Family Unit (other than an entire Single-Family Unit) may be rented. All leases must be in writing and shall have a term of no less than seven (7) months. No Owner may lease his or her Single-Family Unit more than one (1) time in any 12-month period, even if a tenant defaults on a lease or abandons the Single-Family Unit 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 seven (7) months, 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 Single-Family Units owned or leased by Declarant, its affiliates or persons Declarant approves, in connection with their development, construction or sale of property in The Ridge at Carters Station. 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, the Articles, the By-Laws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Single-Family Units. The Owner of a leased Single-Family Unit shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles and the By-Laws and to the Association to pay 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 Single-Family Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Single-Family Unit 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 Single-Family Unit 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 Single-Family Unit 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.

Section 8. Animals and Pets. Each Single-Family Unit is permitted to have three (3) domestic household pets (i.e., dogs and cats) without the prior written approval of the Board. The restriction on the number of pets shall not apply to birds and fish. 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 shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Single-Family Unit or fenced-in area. No pet shall be kept tied up outside of a Single-Family Unit or in any screened porch or patio, unless someone is present in the Single-Family Unit. 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.

No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property

and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose.

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 9. Additions and Alterations. No Single-Family Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Single-Family Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Single-Family Unit, 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 10. 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 11. 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 12. Signs. No signs, flags (other than those in this Article VIII, Section 12 of this Declaration), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Single-Family Unit. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Single-Family Unit for sale or lease shall be permitted to be displayed on that Lot, but only after Declarant is no longer selling any Lot and/or Single-Family Unit within the Property in the ordinary course of business and 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 (1) 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 as described in this Article VIII, Section 12) shall be

displayed and/or placed in the interior of any Single-Family Unit so that it is visible from the exterior of that Single-Family Unit (as an illustration, but not a limitation, placing a sign in the window of the Single Family Unit so that it is visible from the sidewalks, streets or adjacent Lots within the Property). Declarant and/or the Association may enter upon any Single-Family Unit and remove and destroy any object which violates this Article VIII, Section 12. This Article VIII, Section 12 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. This provision may not be amended without the prior written consent of Declarant.

Section 13. Trash and Other Materials. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Lots and/or Property of the Association, 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 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 clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Property of the Association or another Lot. 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 14. 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 15. 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 Ridge at Carters Station or other communities, 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 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. 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 18. 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 19. 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 Ridge at Carters Station 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 20. RESERVED.

Section 21. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article 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, 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 22. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article 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 conditions, restrictions or covenants 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 of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. 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. Annual assessment against such Owner shall be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, which shall remain in full force and effect.

Section 23. 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. Black aluminum fencing materials shall be exclusive materials utilized for the installation of fences on a Lot (assuming such installation is approved by the ARB).

Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Single-Family Unit on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

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., utility provider or the City), 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 VII hereof.

Section 24. 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. This Article VIII, Section 24 shall not apply to Declarant.

Section 25. 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 the Single-Family Unit 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 26. Flags. An Owner may display one (1) portable, removable United States flag in a respectful manner, and one (1) portable, removable official flag 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, or a POW-MIA flag.

Section 27. Garages. No garage, storage sheds or other accessory structures shall be erected which is separate from the Single-Family Unit. 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 28. RESERVED.

Section 29. Declarant Exemption. Declarant plans to undertake the work of marketing, selling and constructing Single-Family Units 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 Single-Family Units 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 Single-Family Units 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 Single-Family Units 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 a 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 Ridge at Carters Station and the Single-Family Units therein.

In general, the restrictions and limitations set forth in this Article VIII shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for marketing, development, construction, sale, lease or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article VIII in addition to whatever remedies at law to which it might be entitled.

ARTICLE IX. PLANNED DEVELOPMENT

Section 1. No Re-subdividing or Rezoning. No Owner shall be permitted to plat, replat, 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. Notwithstanding the foregoing, if at any time the Declarant under this Declaration, any such reservation under this Article X, Section 3 shall also cease.

Section 4. Easements for Maintenance Purposes. The Declarant reserves for itself, its agents, employees, successors or 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 marsh areas, lakes, hammocks, wildlife preserves or other 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 of 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 Common Expense. 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)” in The Ridge at Carters Station. The “model row(s)” may contain model homes for The Ridge at Carters Station or other communities, 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 Ridge at Carters Station as Declarant may determine, in its sole discretion. In the event that Declarant and/or any of

Declarant's affiliates constructs a "model row(s)" in The Ridge at Carters Station, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determines necessary, in its sole judgment. Declarant may use any model home(s) for a sales office and/or a construction office. By the Owner's acceptance of a deed for a Lot in The Ridge at Carters Station, such Owner agrees and acknowledges that (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)"; (ii) Declarant or any of its affiliates have an easement over the The Ridge at Carters Station for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in The Ridge at Carters Station or other communities being developed by Declarant and/or its affiliates, as long as such "model row(s)" exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of its affiliates, including the carrying of signs or other types of demonstrations in The Ridge at Carters Station or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of The Ridge at Carters Station by other Owners, are detrimental to the value of Single-Family Units within The Ridge at Carters Station, and interfere with Declarant's ability to conduct its business.

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. RIGHTS GRANTED BY DECLARANT

Section 1. The Ridge at Carters Station Parking Areas. Certain parking facilities within The Ridge at Carters Station, 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, may constitute Common Area if so designated by Declarant.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration 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 December 31, 2062. The term hereof shall be automatically extended for consecutive terms of ten (10) years unless seventy-five percent (75%) of the then-Owners of The Ridge at Carters Station (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 The Ridge at Carters Station and the Declarant and 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 INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF TENNESSEE LAW, (f) THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, ANY LOT OR PARCEL OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES, OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (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. The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

d. 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 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.

e. 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, agreements or provisions 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 attorney and paralegals’ fees, accounting and engineering fees, and any other professional fees resulting therefrom as awarded by court or arbitrator.

f. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

g. 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.

h. 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.

i. The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, 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.

j. 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 attorney fees and expert witness costs.

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

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

m. 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.

n. 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.

o. Any and all Disputes between Declarant and the Association arising from or related to The Ridge at Carters Station, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

p. Pre-Arbitration Dispute Resolution Provision: 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.

q. Notification. 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.

r. Cooperation; Access; Repair. 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 (ARTICLE 13 OF THIS DECLARATION) ENTITLED, "DISPUTE RESOLUTION – ARBITRATION" 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. 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, including, without limitation, fire protection, burglar alarm, video cameras, or other security monitoring systems, (or if there is any gate, barrier and/or other mechanism or system for limiting access to the Property), 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 that 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, Single-Family Units and the contents of Lots and/or Single-Family Units 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. Any gate, barrier, video camera and/or other mechanism or system for limiting access to the Property may, at Declarant's discretion, be left open and/or unattended, from time to time or at any time, to facilitate access by contractors, subcontractors, inspectors, brokers, salespersons and any others to any sales office, Lots that are under construction and/or for sale.

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. Notices and Disclaimers as to Signal Reception. In recognition of the fact that interruptions in cable television, radio and/or satellite television will occur from time to time, neither Declarant nor the Association shall in any manner be liable for, and no Owner shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

Section 9. 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 acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or 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, such as at night, a holiday or otherwise during non-working hours); (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 10. 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, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, 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 10 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 11. 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 12. Effective Date. This Declaration shall become effective upon its recordation in the Register's Office for Maury County, Tennessee.

Section 13. Delegation of Services/Management. The Association 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 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. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided the services for which assessments are made and set forth in this Declaration and to administer all activities of the Association. Any such manager 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 annual assessments set forth herein.

Section 14. 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 of Directors of the Association, provided that so long as Declarant is the owner of any Lot or any Property affected by this Declaration, or amendment hereto, or Appoints a Director of the Association, no amendment will be effective without Declarant's mutual, 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 15. 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 16. 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.

Section 17. Consent of Declarant. If consent of the Declarant is required by this Declaration, such consent must be granted by Declarant, or its respective successors or assigns.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in their respective names by the undersigned, duly authorized officers, the day and year first above written.

DECLARANT:

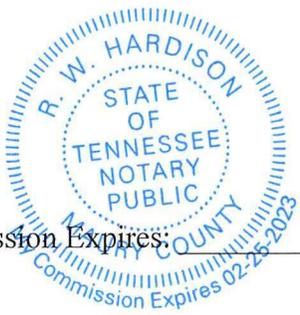
RICHMOND AMERICAN HOMES OF TENNESSEE, INC., a Colorado corporation

By: [Signature]
Name: MICHAEL A ZAKOWSKI
Its: VP OPERATIONS

STATE OF TN)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Michael A Zakowski, 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 VP Operations of RICHMOND AMERICAN HOMES OF TENNESSEE, INC., a Colorado corporation, the within named bargainor, and that she/he as such Officer of RICHMOND AMERICAN HOMES OF TENNESSEE, INC., 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 Officer.

WITNESS my hand and seal at office in Franklin, Tennessee, this the 29th day of June, 2022.



[Signature]
Notary Public

My Commission Expires: _____

Exhibit "A"

Legal Description of the Property

TRACT I

A tract of land lying in the 3rd Civil District of Maury County, Tennessee, generally located north of Carters Creek Station Road, west of Revised Carters Station Subdivision, Section 1, recorded in Plat Book 6, Page 404B in the Register's Office for Maury County, Tennessee, (R.O.M.C.T.), and south of The Overlook at Carters Creek Station Subdivision recorded in Plat Book P17, Page 271, (R.O.M.C.T.), and being more particularly described as follows;

BEGINNING at a point on the northern right-of-way of Carters Creek Station Road at the southeastern corner of Ralph Alexander property shown on Tax Map 42 as Parcel 3.08 of record in Deed Book R2265, Page 987, (R.O.M.C.T.);

1. Thence, North $06^{\circ} 51' 17''$ East for a distance of 800.02 feet along the eastern line of Ralph Alexander to a point at the southeastern corner of Ralph Alexander property shown on Tax Map 42 as Parcel 3.06 of record in Deed Book R1685, Page 210, (R.O.M.C.T.);
2. Thence, North $06^{\circ} 51' 45''$ East for a distance of 695.10 feet to the northeastern corner of Ralph Alexander;
3. Thence, North $85^{\circ} 33' 43''$ West for a distance of 583.61 feet along the northern line of Ralph Alexander to a point at the southeastern corner of FP TCI CCS LLC property shown on Tax Map 41 as Parcel 15 and recorded in Deed Book 2403, Page 324, (R.O.M.C.T.);
4. Thence, North $03^{\circ} 15' 30''$ East for a distance of 1050.05 feet along the eastern line of FP TCI CCS LLC to the southwestern corner of The Overlook at Carters Creek Station Subdivision;
5. Thence, South $76^{\circ} 33' 10''$ East for a distance of 454.10 feet along the southern line of The Overlook at Carters Creek Station Subdivision to a point;
6. Thence, South $82^{\circ} 16' 50''$ East for a distance of 759.88 feet along the southern line of The Overlook at Carters Creek Station Subdivision to a point on the western line of Revised Carters Station Subdivision, Section 1;
7. Thence, along the western line of Revised Carters Station Subdivision, Section 1, for the next five calls, South $06^{\circ} 37' 40''$ West for a distance of 947.54 feet to a point;
8. Thence, South $10^{\circ} 33' 20''$ West for a distance of 250.83 feet to a point;
9. Thence, South $06^{\circ} 50' 20''$ West for a distance of 497.83 feet to a point on the northern right-of way of Berkeley Drive;
10. Thence, South $06^{\circ} 53' 37''$ West for a distance of 50.09 feet to a point on the southern right-of way of Berkeley Drive;
11. Thence, South $06^{\circ} 52' 05''$ West for a distance of 254.03 feet to a point at the northeast corner of Cromer Jackson property shown on Tax Map 42 as Parcel 3.05 and recorded in Deed Book 627, Page 32, (R.O.M.C.T.);
12. Thence, North $88^{\circ} 10' 36''$ West for a distance of 301.00 feet along the northern line of Cromer Jackson to a point on the eastern line of John D. Ring and Janice W. Ring property shown on Tax Map 42 as Parcel 3.13 and recorded in Deed Book R2152, Page 952, (R.O.M.C.T.);

13. Thence, North $06^{\circ} 55' 46''$ East for a distance of 26.38 feet to a point on the northeastern corner of John D. Ring and Janice W. Ring;
14. Thence, North $86^{\circ} 44' 29''$ West for a distance of 200.15 feet along the northern line of John D. Ring and Janice W. Ring to a point;
15. Thence, South $06^{\circ} 51' 23''$ West for a distance of 417.5 feet to a point;
16. Thence, along a curve to the left having an interior angle of $89^{\circ} 58' 58''$, a radius of 25.00 feet, an arc length of 39.26 feet and being subtended by a chord of South $38^{\circ} 11' 58''$ East for a distance of 35.35 feet to a point on the northern right-of-way of Carters Creek Station Road;
17. Thence, North $83^{\circ} 11' 33''$ West for a distance of 75.08 feet to the POINT OF BEGINNING.

TRACT 2

Land in Maury County, Tennessee, being a 2.05 acre tract shown on the Minor Plat of Survey (Tract 9A), of record in Book P19, Page 144 in the Register's Office for Maury County, Tennessee to which plat reference is hereby made for a more complete and accurate description.

Being the same property conveyed to the Declarant hereunder by instrument of record at Book R2744, page 763, Register's Office for Maury County, Tennessee.

Exhibit "B"

**BY-LAWS
OF
THE RIDGE AT CARTERS STATION HOMEOWNERS ASSOCIATION, INC.**

Bylaws

of

The Ridge at Carters Station Homeowners Association, Inc.

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Ridge at Carters Station (the “*Declaration*”) to which these By-laws are annexed and attached, Richmond American Homes of Tennessee, Inc., a Colorado corporation (herein, the “*Declarant*”), has subjected the Property (as defined in the Declaration) to the terms, covenants and conditions of the Declaration; and

WHEREAS, Declarant has incorporated a nonprofit corporation as the homeowners’ association for the Property, known as The Ridge at Carters Station Homeowners Association, Inc.; and

WHEREAS, the Declarant has adopted the following By-laws for the HOA; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant, acting in accordance with the terms and provisions of the Declaration and in accordance with the Tennessee Nonprofit Corporation Act, hereby adopts the following By-laws as the by-laws governing the operation of the HOA.

ARTICLE 1

Applicability of Bylaws

These Bylaws are for THE RIDGE AT CARTERS STATION HOMEOWNERS ASSOCIATION, INC., a Tennessee not for profit corporation (the “**HOA**”).

ARTICLE 2

Definitions

Unless otherwise defined in these Bylaws, or apparent from the context, words or phrases defined in the Declaration for the HOA shall have the same meanings in these Bylaws.

ARTICLE 3

Meetings of Owners

Section 3.1. Membership. Membership in the HOA is set forth in Article IV of the Declaration.

Section 3.2. Annual Meetings. The first annual meeting of Owners shall be held within twelve (12) months from the date of closing on the first Lot to be conveyed to an Owner from a home builder.

Section 3.3. Special Meetings. Special meetings of Owners may be called at any time by (a) the President, (b) the Board, (c) Declarant (during the period from the recording of the Declaration until Turnover), or (d) upon written request of Owners representing at least one-third (1/3) of the votes entitled to be cast by all Owners.

Section 3.4. Notice of Meetings. Written notice of each meeting of Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting at least ten (10) days but not more than ninety (90) days before such meeting to each Owner entitled to vote thereat. Notice shall be given pursuant to this Section 3.4 when it is (i) personally delivered to an Owner, (ii) mailed to or left at the Owner's address as it last appears on the records of the HOA, (iii) transmitted to the Owner by electronic mail to any electronic mail address of the Owner or by any other electronic means, or (iv) delivered by any other means allowed under applicable law. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. Such notice shall specify the time, date, and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. All meetings of the Owners shall be held at places and times convenient to the greatest practicable number of Owners.

Section 3.5. Quorum. At any meeting of the HOA at which a vote is to be taken, the presence of Owners representing, or of proxies representing, at least twenty percent (20%) of the total votes entitled to be cast by all Owners shall constitute a quorum for any action by the Owners of the HOA, except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, Owners entitled to vote thereat shall have the 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 3.6. Voting. The total number of votes in the HOA shall be equal to the total number of Lots and each Lot shall be allocated one (1) vote in the HOA, subject, however, to the special voting rights of the Class B Member prior to Turnover. At any meeting of the Owners for which a vote is to be taken, the Owners who are Class A Members shall have the right to cast one (1) vote for each Lot owned by such Owner on each issue, and the Class B Member shall be entitled to cast eight (8) votes for each Lot owned by the Class B Member. Notwithstanding the foregoing, no Owner of Lots, other than the Declarant, shall have more than ten (10) votes regardless of the number of Lots owned by such Owner. The vote of Owners representing at least fifty-one percent (51%) of the total votes of all Owners represented at the meeting, in person or by proxy, shall be necessary to decide any issue to be voted upon, unless the issue is one upon which, by the express provision of law or the Declaration, a different vote is required, in which case such express provision shall govern and control. The vote for any Lot that is owned by multiple Owners may be exercised by any of the co-Owners present at any meeting

unless any objection or protest by any other co-Owner is noted at such meeting. If all of the co-Owners of any Lot who are present at any meeting of the Owners are unable to agree on the manner in which the vote for such Lot shall be cast on any particular issue, then such vote shall not be counted for purposes of deciding that issue. If any Lot is owned by a corporation, then the vote for such Lot shall be cast by a person designated in a certificate signed by the president or any vice president of such corporation and attested by the secretary or an assistant secretary of such corporation and filed with the Secretary of the HOA, prior to or during the meeting. The vote of any Lot that is owned by a trust, partnership, limited liability company or other legal entity may be exercised by any trustee, partner, or manager or authorized member thereof, as the case may be and, unless any objection or protest by any other such trustee, partner, manager or member is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Owner shall be eligible to vote, either in person or by proxy, or serve on the Board of Directors, who is shown on the books or management accounts of the HOA to be more than sixty (60) days delinquent in any payment due to the HOA.

Section 3.7. Absentee Ballots. Any unsigned absentee ballot, to be valid, shall be received in a signed, sealed envelope bearing the identification of the Lot and Owner on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 3.8. Proxies. At all meetings of Owners for which a vote is to be taken, each Owner may vote in person or by proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner of its Lot. No proxy shall be valid after eleven (11) months from its date, unless otherwise provided in the proxy. All proxies shall be in writing in such form as is approved by the Board of Directors, which approval may not be unreasonably withheld, and shall be filed with the Secretary of the HOA before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of the State of Tennessee shall be deemed to be satisfactory and approved as to form by the Board of Directors. A nondirected proxy may be counted toward a quorum and may vote on matters of business, unless otherwise provided by applicable law.

ARTICLE 4

Board of Directors; Appointment

Section 4.1. Number and Qualifications.

(a) Until the Board is otherwise appointed pursuant to Section 4.2 below, the affairs of the HOA shall be managed by a Board of Directors consisting of either three (3) or five (5) Directors (the number to be determined from time to time by the Declarant) who shall be appointed by and serve at the pleasure of the Declarant. The names of the three (3) initial Directors of the HOA appointed by the Declarant are set forth in the Articles of Incorporation. To qualify for appointment to the Board of Directors, a Director appointed by the Declarant shall be a representative or designee of the Declarant. Upon the earlier of (i) sixty (60) days after Turnover, or (ii) the express written termination by the Declarant of its

right to appoint members of the Board of Directors (the "**Board Transition Date**"), the Board of Directors shall be elected by the Owners in accordance with Section 4.2 below.

(b) Notwithstanding Section 4.1(a), prior to the Board Transition Date and the election of Directors as set forth in Section 4.2, the Declarant may call for one or more elections of some or all Directors by the Owners including, without limitation, convening one or more election meetings for seats on the Board to be elected by Owners other than the Declarant. If the Declarant exercises such right to call an election, the Owners shall elect such Director(s) to seats on the Board as designated by the Declarant and at the time for election as determined by the Declarant. Any Director elected prior to the Board Transition Date in accordance with this Section 4.1(b) shall serve a term of two (2) years or until a successor is otherwise elected or appointed pursuant to these Bylaws.

Section 4.2. Directors Elections. Commencing with the Board Transition Date, the Board shall consist of three (3) of five (5) Directors elected by the Owners, with the specific number of Directors determined from time to time by the Owners. To qualify for a seat on the Board of Directors, a Director shall be an Owner or a representative or designee of the Declarant. Notwithstanding any provision of these Bylaws to the contrary, a candidate receiving a plurality of votes in any Director election shall be elected to the Board without any minimum quorum requirement for such Director election.

Section 4.3. Term and Removal. Except for Directors appointed by the Declarant prior to the Board Transition Date who shall serve at the pleasure of the Declarant (and may be removed and replaced by the Declarant prior to the Board Transition Date), all Directors elected by the Owners shall serve for terms of two (2) years and until a successor is elected and qualifies, provided, however, that the Owners may at the time of the election of any Director(s) determine that any seat on the Board to be elected shall be for a term longer or shorter than two (2) years in order to adjust elections so that they occur once per year at the annual meeting of Owners or to stagger the terms of Directors so that approximately one-half of the Board is elected each year. Any Director elected by the Owners may be removed from the Board, with or without cause, by the vote of Owners holding at least a majority of the total number of votes in the HOA, or as provided in Section 6.1(d) below. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 4.4. Compensation. No Director shall receive compensation for any service rendered to the HOA. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

ARTICLE 5

Meetings of Directors

Section 5.1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only (i) upon regularly scheduled and established dates or periods and at such time and place as shall have been made known to all Owners in writing in a community newsletter, electronic bulletin board, community website, by regular or electronic mail, or by other means which the Board of Directors determines will be

reasonably effective in providing such notice to all Owners, or (ii) after written notice of a Board meeting is given to all Owners by any of the means listed in Section 3.4 of these Bylaws not less than seventy-two (72) hours nor more than ninety (90) days prior to the date of the meeting. Such notice may be waived upon the declaration of an emergency by the person calling the meeting. All such meetings shall be open to all Owners and their respective agents, and shall be held at places and times convenient to the greatest practicable number of Owners. Meetings of the Board of Directors may be held in closed session only in accordance with Section 3.10 of these Bylaws.

Section 5.2. Quorum. A majority of the total number of Directors shall constitute a quorum for the transaction of business. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than three (3) nor more than thirty (30) days from the date of the original meeting. At the adjourned meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Unless a greater number is expressly required under the Declaration or applicable law, every act or decision done or made by a majority of the total number of Directors shall be regarded as the act of the Board.

Section 5.3. Rights of Mortgagees. Any Mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary of the HOA to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such Mortgagee and the name of the person to whom notice of the regular and special meetings of the Board of Directors should be addressed. The Secretary of the HOA shall maintain a roster of all Mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting of the Board of Directors to each such Mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the Owners. Any such Mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon request made to the Chairman in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary of the HOA.

Section 5.4. 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 and by filing such approval with the minutes of the proceedings of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 6

Powers and Duties of the Board of Directors

Section 6.1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations of the HOA including, without limitation, HOA Codes, Design Guidelines, maintenance standards, and rules and regulations relating to the use of Lots and the Common Area, and the personal conduct of the Owners and their guests thereon, and to establish penalties for violations of such rules and regulations;

(b) Suspend an Owner's voting rights and rights to use the Common Area for any period during which any Assessment against the Owner's Lot remains unpaid;

(c) Suspend an Owner's right to use the Common Area for any infraction of the Declaration, provided that such Owner is given reasonable notice of the violation and an opportunity for a hearing;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors, in which case the remaining Directors shall elect a replacement Director to serve the remaining term of the Director that was removed;

(e) Employ a management agent, an independent contractor, and such other employees as the Board deems necessary, and to prescribe their duties;

(f) Impose fines for violations of the Declaration;

(g) Contract for services that benefit The Ridge at Carters Station; and

(h) Exercise for the HOA all powers, duties and authority vested in or delegated to the HOA and not expressly reserved to the Owners by other provisions of the Declaration.

Section 6.2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a record of all its material acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the HOA, or at any special meeting when such statement is requested in writing by Owners holding at least fifty-one percent (51%) of the total votes in the HOA;

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

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

(i) Fix the amount of Assessments payable with respect to each Lot;

(ii) Send written notice of Assessments to every Owner subject thereto prior to the commencement date of the new Assessments; and

(iii) Foreclose the lien against any Lot for which Assessments are not paid when due or bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any Owner or other interested party, a certificate setting forth whether or not any Assessment has been paid or any other certificate or report concerning the HOA. A reasonable charge may be imposed by the Board for the issuance of these certificates. If a duly issued certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the HOA and other insurance required under the Declaration or that the Board may deem appropriate. The HOA may periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the HOA;

(f) Cause all officers or employees of the HOA having fiscal responsibilities to be bonded or insured;

(g) Cause the Common Area to be maintained and maintain any other property which is the responsibility of the HOA pursuant to the Declaration or the direction of any governmental agency or agreement or which is appurtenant to or serves and benefits any portion of The Ridge at Carter's Station;

(h) Otherwise perform or cause to be performed the functions and obligations of the Board of Directors and the HOA as provided for in the Declaration, including, without limitation, collection of Assessments.

Section 6.3. Management Agent. The Board of Directors shall employ a management agent in accordance with Article XII, Section 13 of the Declaration.

ARTICLE 7

Officers and Their Duties

Section 7.1. Enumeration of Officers. The officers of the HOA shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create, all of which officers are to be elected by the Board of Directors. The President and the Vice President shall at all times be members of the Board of Directors; the other officers may, but need not, be members of the Board of Directors.

Section 7.2. 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 HOA or such other time as may be determined by the Board of Directors, provided that the initial Board of Directors shall elect the first group of officers at its first organizational meeting.

Section 7.3. Term. Each officer of the HOA shall be elected annually by the Board and each officer shall hold office for one (1) year or until his or her successor is duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the HOA 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 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. 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 or she replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person and the offices of Vice President and assistant secretary may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity if such instrument is required by law or the Declaration to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 7.4 of this Article and except as otherwise provided in this Section 7.7.

Section 7.8. Duties. The duties of the officers are as follows (any of which may be assigned, in whole or in part, by the Board of Directors to the HOA's management agent):

(a) **President:** The President shall be the chief executive officer of the HOA and shall preside at all meetings of the Board of Directors. The President shall see that orders and resolutions of the Board of Directors are carried out and may sign and execute, on behalf of the Board of Directors, all authorized instruments and shall co-sign all checks and promissory notes. The President shall perform such other duties as are from time to time assigned to the President by the Board of Directors.

(b) **Vice President:** The Vice President, at the request of the President, or in the absence of the President or during the President's inability or refusal to act, shall perform the duties and exercise the functions of the President, and when so acting shall have the powers of the President. The Vice President shall have such other powers and perform such other duties as are from time to time assigned to the Vice President by the Board of Directors or the President.

(c) **Secretary:** The Secretary shall ensure that minutes of the meetings and proceedings of the Board of Directors and of any subcommittees thereto are produced and maintained in the HOA's records. The Secretary (i) shall see that all notices by the HOA are duly given in accordance with the provisions of these Bylaws or as required by law; (ii) shall be custodian of the records of the HOA; (iii) may witness any document on behalf of the HOA, the execution of which is duly authorized; and (iv) shall perform all such other duties as are from time to time assigned to the Secretary by the Board of Directors or the President.

(d) **Treasurer:** The Treasurer (i) shall oversee the receipt and deposit in appropriate bank accounts of all moneys of the HOA and the disbursement of such funds as directed by resolution of the Board of Directors; (ii) shall sign all checks and promissory notes authorized by the Board of Directors; (iii) shall cause to be maintained proper books of account of the Board of Directors and the HOA; (iv) shall cause to be prepared an annual statement of income and expenditures for the HOA to be presented to the Board of Directors; and (v) shall perform such other duties as are from time to time assigned to the Treasurer by the Board of Directors or the President.

Section 7.9. Compensation. No officer shall receive compensation for any service rendered to the HOA. However, any officer may be reimbursed for actual expenses incurred in the performance of such officer's duties.

ARTICLE 8

Liability and Indemnification of Officers and Directors; Insurance

Section 8.1. Liability and Indemnification. The HOA shall indemnify every officer and Director of the HOA against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the HOA) to which such officer or Director may be made a party by reason of being or having been an officer or Director of the HOA, whether or not such person is an officer or Director at the time such expenses are incurred. No officer or Director of the HOA shall be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual gross negligence, willful misconduct or fraud. The officers and Directors of the HOA shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the HOA and the HOA shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the HOA or former officer or Director of the HOA may be entitled.

Section 8.2. Directors and Officers Insurance. The HOA shall maintain liability insurance for Directors and officers of the HOA as required pursuant to Section 10.3 of the Declaration.

Section 8.3. Committee Members. The provisions of this Article 8 or provisions elsewhere in the Declaration relating to liability, indemnification and insurance of Directors and officers shall also apply to any member of a committee of the HOA.

ARTICLE 9

Committees

Subject to the terms of the Declaration, the Board of Directors may from time to time appoint the Architectural Review Board, covenants committee, and such other committees as it

deems appropriate in carrying out its purposes. All committees appointed by the Board of Directors shall hold meetings in accordance with Section 3.10 and Section 5.1 of these Bylaws.

ARTICLE 10

Books and Records/Fiscal Management

Section 10.1. Fiscal Year. The fiscal year of the HOA shall begin on the first day of January every year or such other day as the Board of Directors may determine. The commencement date of the HOA's established fiscal year shall be subject to change by the Board of Directors.

Section 10.2. Principal Office - Change of Same. The initial principal office of the HOA shall be as set forth in the Articles of Incorporation for the HOA, as such may be amended, but meetings of Owners and Directors may be held at such places within or outside the State of Tennessee as may be designated by the Board of Directors. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the HOA from time to time.

Section 10.3. Books and Accounts. Books and accounts of the HOA shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the HOA and its administration and shall specify the operation, maintenance and repair expenses of the Common Area, services required or provided with respect to the same and any other expenses incurred by the HOA.

Section 10.4. Auditing. At the close of each fiscal year and at the election of the Board of Directors, the books and records of the HOA may be audited by an independent Public Accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, if prepared, the HOA shall furnish the Owners and any Mortgagee requesting the same with an annual financial statement, including the income and disbursements of the HOA, within one hundred twenty (120) days following the end of each fiscal year.

Section 10.5. Inspection of Books. The books and accounts of the HOA, vouchers accrediting the entries made thereupon and all other records maintained by the HOA shall be available for examination by Owners and their duly authorized agents or attorneys, and to the institutional holder of any First Mortgage on any Unit and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration shall be available for inspection by any Owner at the principal office of the HOA, where copies may be purchased at reasonable cost.

Section 10.6. Declarant's Delivery of Records. The Declarant shall deliver to the Board of Directors those records of the HOA that are required to be delivered, pursuant to applicable law, within thirty (30) days from the date of the Board Transition Date.

ARTICLE 11
Assessments

As more fully provided in the Declaration, each Owner is obligated to pay Assessments to the HOA which are secured by a continuing lien upon its Lot. No Owner may waive or otherwise escape liability for any Assessments by non-use of the HOA Common Area or abandonment of a Lot.

ARTICLE 12
Corporate Seal

A corporate seal is not required pursuant to the laws of the State of Tennessee. However, if approved by the Board of Directors, the HOA may have a seal in circular form having within its circumference the words: THE RIDGE AT CARTERS STATION HOMEOWNERS ASSOCIATION, INC., a Tennessee corporation. Alternatively, the HOA may place the word "(SEAL)" adjacent to the signature of the person authorized to sign any document on behalf of the HOA if a corporate seal is required.

ARTICLE 13
Amendments

At all times prior to the Turnover Date, these Bylaws may be amended unilaterally by the Declarant and may not be amended without the Declarant's approval. From and after the Turnover date, amendment of these Bylaws shall occur only at a regular or special meeting of the Owners, by Owners entitled to vote at least fifty-one percent (51%) of the total votes of the HOA.

ARTICLE 14
Interpretation/Miscellaneous

Section 14.1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the HOA. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control, and in the event of any conflict between these Bylaws and the Articles of Incorporation of the HOA, the provisions of the Articles of Incorporation shall control.

Section 14.2. Notices. Unless another type of notice is specifically provided for elsewhere in these Bylaws, any and all notices called for in these Bylaws shall be given in writing and delivered in accordance with Section 13.23 of the Declaration.

Section 14.3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions of these Bylaws which can be given effect.

Section 14.4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 14.5. Captions and Gender. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction or interpretation of these Bylaws. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

[END OF BYLAWS]

Exhibit "C"

Articles of Incorporation

**CHARTER
OF
THE RIDGE AT CARTERS STATION HOMEOWNERS ASSOCIATION,
INC.**



The undersigned, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, as amended, adopts the following charter for such corporation:

1. The name of the Corporation is The Ridge at Carters Station Homeowners Association, Inc.
2. The Corporation is a nonprofit mutual benefit corporation. This corporation is not a religious corporation.
3. The complete address of the Corporation's initial registered office in Tennessee is C T Corporation System, 300 Montvue Road, Knoxville, Tennessee 37919.
4. The name and address of the incorporator of the Corporation is Michael A. Zakrzewski, 381 Mallory Station Road, Suite 210, Franklin, Tennessee 37067.
5. The complete address of the Corporation's principal office is c/o Richmond American Homes of Tennessee, Inc., 4350 S. Monaco Street, Suite 500, Denver, Colorado 80237. Business Email: paul.evans@mdch.com
6. The Corporation shall have members.
7. Without in any way limiting its powers and purposes, the Corporation shall act as a homeowner's association for owners of single family residences ("Homes") in that certain residential development known as The Ridge at Carters Station (the "Development"), shall own common areas in the Development as provided for in that certain Declaration of Covenants, Conditions and Restrictions for The Ridge at Carters Station (the "Declaration"), which has been or will be recorded in the Register's Office for Maury County, Tennessee, and to provide for the maintenance, control, and preservation of the Development and promote the health, safety, and welfare of the owners of Homes in the Development.
8. Capitalized terms not otherwise defined herein shall have the meaning ascribed to the same in the Declaration.
9. Every owner of a Home shall be deemed to have a membership in the Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Home in the Development, and the ownership of a Home shall be the sole qualification for such membership. In the event that legal and equitable fee title to a Home is transferred or otherwise conveyed, that membership in the Corporation which is appurtenant thereto shall automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to

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his transferee any certificates or other evidences of such membership. The foregoing is not intended to include mortgages or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate or otherwise affect an owner's membership in the Corporation.

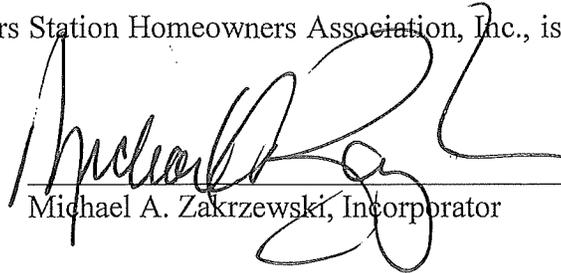
10. The Corporation shall not be dissolved, nor shall it dispose of any realty or facilities owned by it, sale or otherwise, except to an organization conceived and established to own and maintain such realty and facilities, and the conditions of any transfer shall conform to the approved site plan for such property approved by the governmental regulatory authority having jurisdiction.

11. At all times prior to the Turnover Date, these Articles may be amended unilaterally by the Declarant and may not be amended without the Declarant's approval. From and after the Turnover Date, amendment of these Articles shall require the approval of at least sixty-six and two-thirds percent (66 2/3 %) of the votes of the Owners.

12. The Corporation shall have no corporate seal.

13. A director of the Corporation shall not be liable to the Corporation for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (iii) for a distribution that is unlawful. If Tennessee law is amended or modified to authorize corporation action eliminating or further limiting the personal liability of directors, then the liability of a director of the Corporation shall thereupon be eliminated or limited, without the necessity of further amendment of this charter, to the fullest extent permitted by Tennessee law. Any repeal or modification of the provisions of this Article 13 shall not adversely affect any right of protection of a director of the Corporation existing at the time of such repeal or modification.

21st This charter of The Ridge at Carters Station Homeowners Association, Inc., is dated this day of June, 2022.



Michael A. Zakrzewski, Incorporator