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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

For

Woodland Farms Community

THIS Declaration of Covenants, Conditions and Restrictions for Woodland Farms Community. ("Declaration"), is made and entered into by IMER Development, LLC, a Tennessee limited liability company, hereinafter referred to as the "Declarant" (or "Developer" or "Declarant").

WITNESSETH:

WHEREAS, by Deed of record in Record Book V1544, Pages 2602-2605, the Declarant is the record owner and holder of the legal title in and to certain property situated in Dickson County, Tennessee, and more particularly described on Exhibit "A" attached (hereinafter referred to as the "Property"); and,

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees and other Persons hereafter having any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are established for the purpose of protecting the value and desirability of the Property, which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the described properties or any part therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declares as follows:

**ARTICLE I
DEFINITIONS**

Section 1. "Additional Properties" shall mean and refer to any property contiguous to the Development that may be brought within the Development by an amendment to this Declaration.

Section 2. "Assessments" shall mean and refer to the: (a) Annual Assessments; (b) Special Assessments; (c) Working Capital Fee; and, (d) Reimbursement Assessments described in Article IV of this Declaration.

Section 3. "Architectural Control Committee" or "ACC" means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot. As provided in Article V below, the Declarant acts as the ACC and the ACC is not a committee of the Association until the Declarant has assigned its right to appoint and remove all ACC members to the Association in a Recorded written instrument.

Section 4. "Association" shall mean and refer to Woodland Farms Community Homeowners Association, Inc., a Tennessee not-for-profit corporation.

Section 5. "Board" or "Board of Directors" means the Board of Directors for the Woodland Farms Community Homeowners Association, Inc., who shall be the Declarant until the period of developer control expires and control of the Association is turned over by the Developer to the Association.

Section 6. "Builder" shall mean and refer to any Person or entity who is in the business of constructing single-family and/or multifamily residences and who acquires any Lot within the Development Property for the purpose of constructing homes for sale to a third-party of the Builder.

Section 7. "By-Laws" shall mean the By-Laws of the Woodland Farms Community Homeowners Association, Inc., a Tennessee not-for-profit corporation, attached hereto as Exhibit "B" and made a part hereof. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall be deemed to be part of the By- Laws.

Section 8. "Common Elements" or "Common Area" or "Open Space" shall mean any areas shown on the recorded Plats as common elements or open space, all Property described in Exhibit "A" and/or all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Association and the Property owned by the Association including, without limitation, the entrance, mail kiosks (uncovered) and landscaping, irrigation and lighted related thereto and recreational areas. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners in the Association and their family members, tenants, occupants, invitees, agents and servants, subject to the conditions, restrictions and limitations imposed by this Declaration, the By-Laws, rules and regulations of the Association (collectively referred to as "Governing Documents") and all Governing Document amendments.

Section 9. "Community Association Manager" shall mean and refer to a person or entity hired by the Association for the purpose of carrying out the affairs of the Association at the direction of the Developer during the Period of Developer Control, and thereafter, the Association Board of Directors.

Section 10. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

Section 11. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Woodland Farms Community Homeowners Association, Inc. and recorded in the Office of the Register of Deeds for Dickson County, Tennessee.

Section 12. "Developer" or "Declarant" shall mean and refer to IMER Development, LLC, a Tennessee limited liability company, together with its designated successors and assigns.

Section 13. "House or Home" shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

Section 14. "Improvement". Shall mean any building, building addition, garage,

landscaping, driveway, parking area, walkway, wall, fence, swimming pool, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Property and/or Lot. It is intended that this definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of a Lot or the Common Areas.

Section 15. "Leasing". For purposes of this Declaration is defined as any lease for a term of one hundred and eighty (180) calendar days or longer, transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Home by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

Section 16. "Lot" shall mean and refer to any Lot of land within the Property permitted to be used for single-family residential purposes and so designated on the Plat.

Section 17. "Majority" shall mean the Owners of more than a combined Fifty (50%) percent of the Homes.

Section 18. "Member" shall mean every Owner as defined herein, who shall also be a Member of the Association, whether or not it shall be so expressly stated within such Owner's Deed.

Section 19. "Mortgagee" shall mean and refer to any holder of a first mortgage or deed of trust encumbering one or more Lots.

Section 20. "Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot within the Property, and of membership within the Association, but an Owner shall not mean the Mortgagee or Beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of any Lot. Unless specifically provided otherwise herein, Developer shall be deemed an Owner so long as it is the legal title holder of any Lot.

Section 21. "Period of Developer Control" means the period commencing upon the recording date of this Declaration and ending on the later of the following dates: (a) ten (10) years after the first conveyance of a Lot to a purchaser other than the Developer (or such earlier date as the Developer may elect by notice to all Owners), or (b) when one hundred percent (100%) of the Lots which may be developed have been conveyed to purchasers other than the Developer; provided, however, the period referenced shall be extended as provided in Article IX hereof, but, if necessary to comply with Federal Regulations applicable to Mortgages or Deeds of Trust, such

period shall end no later than the earlier of the dates prescribed in (a) and (b) above without such extension, or (c) any such earlier date as the Declarant, in its sole and absolute discretion, elects to terminate the Period of Developer Control by written notice to the Association and by recording such written notice executed by the Declarant in the Register of Deeds.

Section 22. "Plat" shall mean and refer to any Plat of record in the Register's Office for Dickson County, Tennessee which is, as of the date of this Declaration, a part of the Association and Property, or which may become a part of the Association and Property.

Section 23. "Property" shall mean and refer to that certain real property herein on Exhibit "A" and any and all recorded Plats, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 24. "Recreational Equipment". Means without limitation, playing apparatus such as swing sets and slides, sandboxes, poles for nets, picnic tables, lawn chairs, barbecue stands, and similar equipment or structures but not including tree houses, swimming pools, playhouses, or sheds utilized for storage of equipment.

Section 25. "Residence" or "Residential Use". Means the place where an Owner's habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. To determine whether a Home is being used as a Residence, the Board may consider the following criteria:

- Location of the person's occupation;
- Place of licensing or registration of the person's personal property;
- Place of payment of taxes which are governed by residence;
- Purpose for a person's presence in a particular place; or,
- Place of the person's licensing for activities such as driving.

Section 26. "Rules and Regulations" refer to the rules and regulations concerning the use of the Lots, Homes and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and By-Laws.

Section 27. "Short-term rental Unit" or "STR". Means a Unit that is rented wholly or partially for a fee for a period of one hundred eighty (180) calendar days or less.

Section 28. “Single-Family” shall mean an individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three (3) unrelated persons living together in a House. Servants and temporary nonpaying guests having common housekeeping facilities with a family are a part of the Single-Family.

Section 29. “Special Declarant Rights” shall mean the rights reserved to the Declarant (or Developer) as established by this Declaration (whether specifically titled or not specifically titled as such), including but not limited to the right to relocate, complete all improvements and buildings on the Property and/or indicated on the Plat filed with or subsequent to filing of this Declaration and the sole and absolute right to amend the Declaration and/or By-Laws of the Association at any time prior to the sale of all Lots which are a part of, or which may be brought into the Association as permitted by this Declaration.

Section 30. “Transient”. Means any right to use, occupy or possession, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.

Section 31. “Withdrawn Property”. Shall mean property which is subject to the terms and conditions of this Declaration and the By-Laws but which may, during the Period of Declarant Control, be reduced or withdrawn from the Property and removed and excluded from the burden of this Declaration and the jurisdiction of the Association, as more fully defined in Article IX, Section of this Declaration.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By- Laws, his right of enjoyment to the Common Elements and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Encroachments. If any portions of the Common Area shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Area, as the Common Areas and Lots are shown on recorded Plats, there shall be deemed to be mutual easements in favor of the Association as owner of the Common Areas and the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

Section 4. Additional Properties and Withdrawn Property. In accordance with Article IX herein, and without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject all or part of real property contiguous to the Property and Association (the "Additional Properties") to the restrictions set forth herein in order to extend the scheme of this Declaration to such Additional Properties to be developed as part of the Development and thereby to bring such Additional Properties within the jurisdiction of the Association. The Developer may likewise, withdraw land from the Property and from the terms and conditions of this Declaration and the By-Laws in accordance with Article IX, Section 3 herein.

Section 5. Supplementary Declarations. The additions herein authorized shall be made by filing of record one or more Supplementary Declarations in respect to the creation of additional Lots or the addition of other properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for its just share of the Association's expenses.

Section 6. Acceptance of Development. By the acceptance of a deed to a Lot, whether or not it shall be so expressed by such deed, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Property and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, landscaping, fences, and all other improvements as designated on the Plat and as

may be supplemented by additional Plats upon the extension of the Declaration to the Additional Properties.

Section 7. Security. Each Owner and occupant of a House, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Properties. The Developer and thereafter, the Association, may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association nor the Board, any officer, committee, the property manager or any agent of the Association shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such system or security measure undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Home that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Home and the contents of Home, resulting from acts of third parties.

ARTICLE III

MEMBERSHIP AND VOTING

Section 1. Every Owner who is subject to assessments described herein, shall also be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. In the event of a tie Vote concerning any matter coming before the Members, the President of the Association shall decide same.

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

Class "A". Class "A" members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned by such Owner. When more than one

person holds an interest in any Lot, all such persons shall be Members. The vote count for such Lot shall be exercised as they determine, but in no event shall additional votes above what are granted herein, be due to multiple Owners of individual Lots.

Class "B". The Class "B" member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of either of the following events, whichever occurs earlier:

- (a) Ten (10) years from the conveyance of the first Lot to an Owner, or
- (b) At the sole discretion of the Declarant.

Section 3. The Special Declarant Rights are all rights reserved to the Declarant as established by this Declaration (whether specifically titled or not specifically titled as such), including but not limited to the right to relocate improvements, complete all improvements and/or buildings on the Property and/or indicated on the Plat filed with or subsequent to filing of this Declaration and the sole and absolute right to amend this Declaration and/or By-Laws of the Association at any time prior to the conveyance of all Lots to Owners, without the consent or approval of the Class "A" members herein.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant shall not be liable for the payment of annual assessments or charges, or for the payment of special assessments for capital improvements. However, the Declarant may, but shall not be obligated to elect to contribute to the Association any budget shortfalls and expenses which may be incurred by the Association from time to time, as deemed necessary by the Declarant, until such time that Class B membership no longer exists in accordance with the provisions of Article III above; a "Subsidy Contribution" or "subsidy" A Subsidy Contribution by the Declarant to the Association may be treated, in the Declarant's sole discretion, as either a) voluntary contribution; b) an advance against future assessments; c) a loan by the by the Declarant to the Association.. A

Subsidy Contribution may be evidenced by one or more promissory notes from the Association in favor of Declarant or Declarant may cause the Association to borrow such amount from a commercial institution at the then prevailing rates for such a loan from the local area of the Property. Any Subsidy Contribution made by the Declarant shall be disclosed as a line item in the budget. The payment of a subsidy by the Declarant in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years. In the event Declarant expends any of their own funds for administrative functions, Declarant shall be entitled to reimbursement from the Association or a credit for such sums against any assessment that Declarant might be required to pay by virtue of being an Owner. Declarant will not be obligated to pay any operating fund deficiencies that are due to nonpayment of assessments of Owners other than Declarant, and nothing contained in this section shall be deemed to relieve or release any Owner from the obligation of that Owner's obligation to pay assessments. Each Owner (with the exception of the Declarant and Builder) by acceptance of a deed to any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: 1) annual assessments or charges, 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, 3) Working Capital Fund Fee, 4) Transfer Fee, 5) Reimbursement Assessment and, 6) fines imposed by the Association for violations of the Declaration, By-Laws or rules and regulations of the Association; and, 7) interest, late fees and fines as may be assessed by the Association from time to time for violations of any of the provisions of the Declaration, By-Laws or rules and regulations of the Association. The annual and special assessments, and fines, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the Lot and/or House against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot and/or House at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be

used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities of the Common Elements, and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to such Common Elements.

Section 3. Maximum Annual Assessment.

(a) From and after the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than Fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(b) From and after the year immediately following the conveyance of the first Lot to an Owner, the Declarant reserves the sole right to increase the annual assessments, as necessary to meet the actual expenses of the Association. Upon sale of all Lots to Owners, the maximum annual assessment may be increased above Fifteen (15%) percent by a vote of two-thirds (2/3) of the total allocated votes in the Association who are eligible to vote and who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement which is a part of the Common Elements, including fixtures and personal property related thereto. No such special assessment shall require a vote of the Owners, but the Board shall obtain no fewer than two (2) and no more than four (4) bids in writing from contractors for such construction, reconstruction, repair or replacement of a capital improvement. The Board shall approve the contractor to complete the capital improvement which in the Board's business judgment, is in the best interest of the Association, and shall maintain a copy of all such bids, whether chosen or not, in the business records of the Association.

Section 5. Transfer Fees. Each Owner of a Lot other than the Declarant or Builder, shall

pay a reasonable fee to be determined by the Declarant during the Period of Declarant Control and thereafter, by the Board of Directors, to be paid by all new Owners to the Association at the closing or other acquisition of title to any Lot, for the purpose of offsetting administrative costs incurred by the Association related to the creation of a new account in the new Owner's name.

Section 6. Reimbursement Assessment. Subject to the provisions hereof, the Declarant during the Period of Declarant Control, or thereafter, the Board, may levy an Assessment known as a "Reimbursement Assessment" against any Owner(s) to reimburse the Association for any loss sustained by reason of willful or neglect failure of such Owner(s) to comply with this Declaration, any Supplemental Declaration, rules and regulations or other duly adopted policies, which resulted in the expenditure of funds by the Association to remedy a problem or to cause such compliance. In addition to the other information required to be set forth in Assessment Notices, a Reimbursement Assessment notice shall state the reason(s) for assessment.

Section 7. Notice for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members (and eligible mortgage holders, if applicable) not less than thirty (30) calendar days nor more than sixty (60) calendar days in advance of the meeting.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and/or Homes. All such annual and special assessments to be collected on a monthly, quarterly or yearly basis in advance, at the option of the Board (or at any other reasonable basis as may from time to time, be established by the Board).

Section 9. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to each Lot on the day of the month of the conveyance to the Owner(s). For purposes of this Section, the Developer and/or Builder shall not be required to pay an annual assessment. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) business days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The

Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot or House have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or House is binding upon the Association as of the date of its issuance.

(a) Working Capital Fund. A Working Capital Fee, in an amount to be determined by the Declarant or Board, shall be charged anytime a Lot is conveyed to a new Owner, other than the Declarant or any Builder, to insure that the Association will have funds to meet initial or unforeseen expenditures; purchase additional equipment and/or secure services. Each Lot's share of the working capital fund shall be collected at the time of conveyance or closing of a Lot and/or House to an Owner. Neither the Declarant nor the Board may use any of the working capital fund to defray its expenses, fund reserve contributions, construction costs or to make up budget deficits. The working capital fund shall not be considered as advance payment of regular assessments and shall be maintained by the Association as a separate budget line item. Declarant may use working capital funds collected at closing to reimburse itself for the funds it previously paid on behalf of the Association for general Association expenses and expenses incurred in the maintenance of Common Elements but shall save a written and itemized copy of all such general Association expenses and expenses incurred in the maintenance of Common Elements in the official business records of the Association all of such official business records being transmitted electronically or otherwise provided in writing to the Association at such time that control of the Association is turned over by the Developer to the Association.

(b) Mortgage and Deed of Trust Protection. The lien for assessments payable by an Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Owner which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot and/or House encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot or House shall not affect the assessment lien. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

(c) Lien upon Foreclosure Proceeds. Upon the foreclosure of a first mortgage or deed of

trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall have a lien upon and be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Section 10. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association.

(a) Any assessment paid more than fifteen (15) calendar days after the due date shall be subject to and include a "late charge", as determined by the Association, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) calendar days after the due date shall bear interest at the rate of Ten (10%) Percent, per annum. Any and all delinquent assessments shall constitute a continuing lien against the Lot and/or House and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees, including appellate attorney's fees associated therewith. Assessments are independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements, abandonment of the Lot or House or any other reason.

(b) The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(c) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Area and the premises contained herein and the sum of One (\$1.00) Dollar, the receipt and sufficiency of which are hereby acknowledged, and rendering judicial foreclosure unnecessary, the Owners jointly and severally for themselves, their heirs, personal representatives, executors, administrators, successors and assigns (the "Trustors"), shall, by their acceptance of a deed to their Lot and/or House, be deemed to have transferred and conveyed unto W. Andrew Bobo, as trustee ("Trustee"), his successors in trust and assigns, their respective Lots and/or Homes and corresponding interests in the Common Elements respectively, together with the appurtenances, estate, title and interest thereto belonging, for the purpose of securing payment of their share of the common expenses and all other assessments thereon, whether common, annual or special, when due. If the Trustors shall pay their share of the common expenses and all other assessments, common, annual or special when due, then this trust conveyance shall be of no further force or effect. But if said indebtedness, or any part thereof, is not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Dickson County, Tennessee, to sell the respective Lots and/or Homes and corresponding interests in the Common Elements at the front door of the Courthouse in Dickson County to the highest bidder for cash at public outcry, free from the statutory or equitable right of redemption, homestead, dower, distributive share and all other rights or exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid and purchase at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of the respective Lot and/or House and shall only account for the net rents actually received by him. It is further agreed that, in the event the Trustee fails, before selling the respective Lot and/or House, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed therefore.

In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

First, to the payment of all costs, charges and expenses of executing this trust conveyance and enforcing said line as herein provided, including reasonable attorney's fees;

Second, to the payment of all unpaid taxes with respect to such Lot and/or House; and

Third, to the payment of all unpaid indebtedness herein secured. Any balance of proceeds remaining after the satisfaction of such charges, shall be paid to Trustors or their order.

The Association may, at any time and from time to time, by instrument in writing, substitute and appoint a successor or successors to the Trustee, which instrument executed, acknowledged and recorded in the Register's Office for Dickson County, Tennessee, shall be conclusive proof of the proper substitution and appointment of such successor Trustee. Said successor Trustee shall have all the right, title and estate, powers, duties and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor Trustee, and the Trustee shall have the right and power to postpone any such sale to a future date by announcement of such postponement and future date at the date scheduled for the sale, and without the requirement of re-publishing notice of such postponed sale.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall or other structure(s) shall be commenced, erected or maintained upon the properties, nor shall any exterior addition or improvements to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer, the Board of Directors of the Association, or by an Architectural Control Committee ("ACC") composed of three (3) or more representatives appointed by the Board. All matters submitted to the Board of Directors or the ACC shall be decided and announced in writing within forty-five (45) business days after submission by the Owner or Builder. Failure of the Board or ACC to approve or deny submissions in writing within forty-five (45) business days, shall be deemed a denial of such

submission and shall require that such request be resubmitted for consideration. (This Article shall not be intended to apply to improvements and/or construction made by Declarant under its development plan for the properties). In no event shall the ACC approve, by affirmative action or by failure to act within the 45-day period set forth above, any plans violating this Declaration, the By-Laws or Rules and Regulations. The ACC shall have full discretionary authority to approve or deny any submission without reason.

Section 2. Architectural Control Committee Membership. The Architectural Control Committee shall be composed of either three (3) or five (5) representatives appointed by the Board. The Developer shall serve as the ACC until control of the Association is turned over to the Association. Thereafter, the Board, at its discretion, may serve as the ACC.

The ACC shall have the right to disapprove any plans submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use thereof inharmonious with the structures located upon other Lots and improvements within the Association.

Section 3. Variance. The ACC may authorize variances from compliance with and of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, and (c) shall not estop the ACC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE VI INSURANCE

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage,

vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board shall also obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, a Five Hundred Thousand Dollar (\$500,000.00) minimum property damage limit, and a Fifty Thousand Dollar (\$50,000) policy of Cyber Coverage to protect the HOA with the managing agent also be named as an additional insured within the policy.

Premiums for all insurance required by this Article VI to be maintained by the Association shall be Common Expenses of the Association and shall be included in the annual assessment, as defined in Article IV herein. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by

A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

(b) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(c) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with

construction in the Dickson County, Tennessee, area.

(d) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;
- (ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;
- (iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;
- (iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or Mortgagee;
- (v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (vi) that no policy may be canceled or substantially modified without at least thirty (30) calendar days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) business days' prior written notice to the Association. The Board shall also obtain, as a Common Expense, a reasonably available face amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies with respect to Common Elements shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be

disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and/or House and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed a manner as may be determined by the Board.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at a Special Meeting called in accordance with the By-Laws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) calendar days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) calendar day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension period shall not exceed sixty (60) calendar days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged portions of the Common Elements shall

be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition, including appropriate landscaping, and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Lot and/or House

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Elements for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, use reserve or capital improvements account funds, or may levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Article VI to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

Section 6. Condemnation. In the event of a taking of part of the Common Area in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion, approves the repair and restoration of such Common Area, the Board shall arrange for the repair and restoration of such Common Areas and the Board shall disburse the proceeds of such awards to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) calendar days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on an equal basis to each record Owner (and any mortgagee having a security interest in said Lot).

Section 7. Owner Insurance. **OWNERS' INSURANCE UNDER THIS SUBSECTION SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION AND BY ACCEPTANCE OF A DEED TO A LOT OR HOME, EACH OWNER ACKNOWLEDGES THAT SUCH INSURANCE IS AND SHALL BE THE SOLE RESPONSIBILITY OF SAID OWNER.**

Section 8. Damage Due to Owner Negligence or Mistake. Each Owner shall use due care to avoid damaging any of the Common Elements or any other Lot or House, and each Owner shall be responsible for such Owner's (and such Owner's tenants, occupants, guests, invitees and agents) negligence, misuse or mistake which causes damage to any of the Common Elements, any Lot or House or which causes damage to any area or item which, in the absence of such negligence, misuse or mistake, is otherwise the Association's responsibility as identified in this Article VI.

ARTICLE VII CONSTRUCTION RESTRICTIONS

Section 1. Single Family Residential Construction. Only one residence may be constructed on each tract/lot.

Section 2. Minimum Square Footage within Improvements. All Homes shall be of high-quality workmanship and materials and shall have a minimum of one (1) story. The total floor living area of the main structure upon any Lot having a single-story Home, inclusive of open porches, patios, garages, and breezeways, shall be not less than one thousand (1,000 S/F) square feet of heated and cooled space. The total living area of the main structure upon any Lot having a two-story Home, inclusive of open porches, patios, garages, and breezeways, shall be not less than one thousand three hundred (1,300 S/F) square feet of heated and cooled space.

Section 3. Building Materials. All Homes shall be constructed with the following materials:

(a) Each Home shall be constructed with a minimum of four (4) sides of vinyl siding. The exterior facings of the Homes may be constructed from a combination of brick accents and/or stone accents, vinyl siding or other materials, but all such materials and combination of them in the construction of any House, shall first be approved in writing by the Developer or Board in accordance with Article V herein.

(b) If siding is to be used, all siding on front and sides of the House shall be cement fiber board or vinyl siding. The color, location, placement, design and materials for siding located on any other part of any Home shall be approved in writing by the ACC prior to and as a prerequisite to installation in accordance with the requirements of Article V herein.

(c) The roof of all Homes or other approved Improvements shall be constructed and covered with asphalt or composition type shingles.

(d) No Home shall have solar panels.

(e) Garages. All Homes shall have a minimum of one (1) attached garage. There shall not be any detached garages or other accessory buildings constructed upon any Lot without prior written request to and written approval by the ACC in accordance with Article V hereof.

Section 4. Improvement and Setback Restrictions.

(a) Minimum setback requirements are to be established by local Zoning Ordinance. It is intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Association reserves the right to approve the site plan and location of each House or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of and consistent with a Community-Wide Standard. No House, or any part thereof, shall be located on any Lot nearer to the front line nor to a side or rear line than the minimum setback lines shown on the recorded Plat or as specified in the restrictions. All Lots shall provide the minimum side yard required by the subdivision regulations adopted by local building code as the same may be amended from time to time.

(b) Before any House may be occupied, it must be completely finished and have a certificate of occupancy issued by local government.

(c) In the event that contiguous Lots are combined and re-subdivided, the limitations of living area provided herein shall not apply to such combined and re-subdivided Lots and the Association shall approve the Plans in writing for the improvements to such Lots in accordance with the provisions of Article V.

(d) Boundary walls for individual Lots may be erected, provided that the Association approves the same in writing prior to construction.

(e) Driveways. All driveways and turnaround areas shall be paved with concrete, asphalt or approved equal.

(f) In addition to the building restrictions recited in part 3, Building Materials above, each House shall be constructed in accordance with local zoning regulations and local building code as the same may be amended from time to time.

(g) **Swimming Pools.** Swimming Pools must be located in the rear of the home only and in accordance with local ordinances, zoning regulations and building code and shall require written approval prior to installation by the ARC in accordance with Article V herein and shall include a survey which shows the location of the swimming pool, the enclosed area for the location of swimming pool related equipment, the materials and color of such enclosure, pictures of the fence which will be installed with the specifications below, and name of swimming pool contractor who will install the swimming pool and related equipment. Swimming pools shall have a fence installed in accordance with local ordinances and building regulations. Prior to and as a prerequisite to the installation or construction of any swimming pool and/or swimming pool related amenities, infrastructure or equipment, all Owners shall submit written request to and obtain written approval from the ACC in accordance with Article V herein.

ARTICLE VIII USE RESTRICTIONS

In addition to the Architectural Standards and Controls recited in Article V, above, the following restrictions shall encumber the Property:

Section 1. Trash Containers and Recycling Bins. must be stored in one of the following locations:

- (a). INSIDE the Garage of a Single-Family Home
- (b). Behind the home concealed by a fence or concealed by landscaping so that the Trash Container/ Recycling Bin is not visible from any street, or adjacent lot. Trash containers and or recycling bins are only permitted in public view for 24-hour period.

Section 2. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction of Improvements upon such Lot, and then only for such length of time as is reasonably necessary for the construction of the Improvements then in progress.

Section 3. Outdoor television and dish antennas may be installed, if properly screened and with the prior written approval of the Board.

Section 4. No Owner shall excavate or extract earth from any of the Lots subject to this

Declaration for any purpose unless approved in writing by the Board. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the written consent of the Board is obtained.

Section 5. Outside clothesline and clothes hanging devices shall not be permitted.

Section 6. Subject to the requirements of Article V herein and approval from the local Planning Commission or other governmental body (if required), contiguous Lots may be combined and re-subdivided for the purpose of placing an approved Improvement thereon. Individual Lots deeded to an Owner may not be re-subdivided so as to create a smaller area than originally shown on the Plat.

Section 7. No decorative appurtenances or embellishments such a sculptures, birdhouses, birdbath, fountains or other decorative embellishments shall be placed on or in any front yard or on any part of a Lot and/or House visible from any street or other Lots or Homes, unless the placement and design of such embellishments has been approved in writing prior to such placement in writing in accordance with Article V herein. Such yard art shall be permitted in the rear of the Home in a FENCED backyard but shall not be visible from the adjacent street or from the ground level of neighboring Lot Owners.

Section 8. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the operation of drones, assembly, disassembly or repairs of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken at any Lot or in any driveway, garage, carport or other place where such activity is visible from any street. No playground equipment or Recreational Equipment shall be permitted anywhere upon any Lot without prior written approval from the ACC or Board in accordance with Article V herein. Basketball goals of any kind are prohibited.

Section 9. Vehicles. Means any motor vehicle including but not limited to any car, truck (including sport utility vehicles [SUV] and pickup trucks), camping vehicle, motorcycle, motorized scooter, boats, lawnmowers and any motorized vehicle which may be used to transport one or more persons or which is used for any other purpose. Vehicles shall also include; recreational vehicles (aka, "RVs") which include camping vehicles or motorized or non-motorized

vehicles which may be used to house or transport one or more persons, boats and personal watercraft. Also included within the definition of Vehicles are trailers including unpowered vehicles or campers towed by another vehicle which may be used to transport another vehicle, or which may be used to transport materials used for construction, landscaping or any other materials.

No Vehicle shall be parked within the boundaries of any of the Lots, unless sheltered from view within the confines of the garage of the House or an approved outside storage building located upon such Lot. Vehicles shall not be parked within the boundaries of any of the streets or Common Areas. No Vehicle may be parked on any street, road and/or Lot; however, this provision shall not apply to Declarant or any Builder during development or construction of the properties or upon any Lot. Commercial Vehicles as defined by Tennessee Code Annotated §55-50-102, trucks over 1 ton, buses, unsightly vehicles, vehicles in disrepair are prohibited from being stored anywhere within the boundary of any lot.

No Commercial Vehicles, trucks over one (1) ton, Semi-Trucks, Buses, mobile homes, heavy equipment, box trucks are to be kept on the property. No unlicensed and/or unregistered and/or inoperable, and/or in disrepair and/or unsightly vehicles of any kind are to be kept anywhere on the property. There shall not be any vehicle placed and left on jacks.

Notwithstanding the foregoing, an Owner may own and park one (1) boat, no greater than 24' in length, or one (1) motor home /pull behind trailer, no greater than 24' in length, within the boundary of a Lot. The boat or motor home/pull behind trailer shall be parked or stored on a paved surface in a fenced yard or approved outdoor storage building at all times. All landscaping equipment, trailers, recreational vehicles (ATVS, motorcycles, to be placed inside the garage or in an approved outside storage building. Any vehicle permitted on the lot should be parked in the garage first where possible and at no time shall any Owner have more than 6 cars parked in their driveway for more than 48 hours without written consent from the Board. Parking on any street; "Street Parking" or parking within the right of way "shoulder parking" is prohibited. The Board shall have the power and authority to adopt reasonable rules and regulations which may include fines, towing and/or booting vehicles, governing the use and violations of this section.

Section 10. "Business Use". Working from Home remotely through any virtual or electronic platform or other means shall be permitted. No such remote work shall be permitted if

the delivery of supplies or inventory or visits by customers, clients or patients to the Owner's Home occurs more frequently than two (2) days within any week. For the purposes of this Declaration, Business Use shall also include "Doing Business in Tennessee" as defined by Tennessee Code Annotated § 67-4-2004(14)(A) which includes "any activity purposefully engaged in within Tennessee, by a person with the object of gain, benefit, or advantage, consistent with the intent of the general assembly to subject such persons to the Tennessee franchise/excise tax to the extent permitted by the United States Constitution and the Constitution of Tennessee."

Section 11. The Property shall be used only for residential, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices and/or sales office(s) for the Declarant and/or approved Builder, all as may more particularly be set forth in this Declaration or amendments hereto).

Section 12. Rules and Regulations. The Association, acting through its Board of Directors, shall have authority to make and to enforce reasonable rules and regulations, standards and restrictions governing the use of the Property, Common Areas and Lots in addition to those contained herein, and to impose reasonable user fees for use of the Common Elements and fines and other enforcement remedies for violations. This authority shall include, without limitation, the power to tow vehicles which are in violation of this Declaration. Such regulations and use restrictions shall be binding upon all Owners, occupants and invitees until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of a majority of the total Class "A" members and by concurring vote of the Class "B" member, so long as such membership shall exist.

Section 13. Signs, Billboards, Posters and Flags.

(a) The Declarant and approved Builders shall have the right to erect and to approve the erection of reasonable and appropriate signs for its own use and the use of Builders and other parties engaged in the construction and sale of Improvements within the Development Property.

(b) Declarant and thereafter the Board, shall have the right to remove any unapproved sign, billboard, poster, or advertising device that is placed on any Lot or Improvement thereon and in doing so shall not be subject to any liability for trespass or other course of action in connection therewith or arising from such removal;

(c) Unless otherwise permitted herein, no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained, or placed upon any Lot;

(d) Temporary signs, "for sale" signs, "no soliciting" signs, shall be permitted but only after written approval from the ACC in accordance with Article V herein;

(e) Alarm/home monitoring signs no larger than twenty-five (25) square inches and located within or near mulch beds near the front door to any House, shall be permitted;

(f) The Board shall have the right to restrict the size, color, lettering, and placement of temporary signs;

(g) All approved temporary signs shall comply with regulations that may be adopted by the Board from time to time;

(h) Any approved temporary sign shall not have any decorations of any type attached to it, including, but not limited to additional signage, flowers, etc.; and

(i) All Owners grant to Declarant and thereafter to the Board the right to remove all signs not in compliance with the sign restrictions WITHOUT NOTICE and in doing so shall not be subject to any liability or criminal action for trespass, destruction of property, or other tort in connection therewith or arising from such removal.

(j) For Sale Signs. An Owner or real estate company on behalf of the Owner, or a bank owned Lot or House may display no more than one (1) "For Sale" sign. Any such sign shall be no larger than six (6) square feet per face side. Hand-written signs are prohibited. All "For Sale" signs must be professionally printed and specific to the purpose of the sign and shall include company information, company logo, and pertinent contact information (in accordance with "approved sign design" as may be adopted by the Board). All permitted signs must be placed or displayed in the approved method or manner and no closer than ten feet (10') from the curb line or sidewalk fronting the Lot.

(k) For Lease Signs. No signs identifying a House as "for rent" or "for lease", regardless of what language such sign may be composed of, shall be permitted.

(l) Flags. All Owners and occupants shall be permitted to display the flag of the United States of America and/or an official or replica flag of any branch of the United States armed forces, upon their respective Units. The display of such flags however, shall be subject to 4 U.S.C. §§ 5-10 and approval by the Declarant, Board or ARC in accordance with Article V of this Declaration as permitted by T.C.A. § 602(b). State of Tennessee Flag, College/University Flags with official insignia are permitted.

One (1) Flag shall be permitted in the front of the Home and one (1) flag shall be permitted in the rear of the Home. Maximum flagpole length is 5' from the surface of the home near the front entry way. "Free Standing" Flagpoles in the front yard are prohibited.

(m) Political Signs. Political signs upon any Lot shall be permitted subject to the following:

- 1) Signs may be displayed during the period of 60 calendar days before the first day of voting begins, through the first day voting ends for such election.
- 2) Signs can only be placed in front yards (lawn, or landscape beds).
- 3) Owners and Occupants may place up to three (3) signs in total within their yard.
- 4) Each sign is limited in size to 4 square feet, and no portion shall reach a height of more than 4 feet above the ground.
- 5) Signs may contain only generally acceptable words, phrases, images, etc.
- 6) Signs can only be placed in a homeowner's private yard, and not in any Association Common Area.
- 7) Signs cannot be illuminated in any manner, unless placed in a landscape bed with prior landscape type, lighting approved by the ACC.
- 8) Signs cannot be placed within ten (10) feet of any sidewalk.

Section 14. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall likewise apply to all occupants, tenants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her House to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, tenants and invitees, notwithstanding the fact that such occupants, tenants and invitees of a House are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. Should any occupant, tenant, guest or invitee of an Owner fail or refuse to comply with any of the terms and conditions recited herein, and the Owner fails or refuses to bring such occupant, tenant, guest or invitee into compliance, the Association shall have the power to file an Unlawful Detainer Warrant seeking the eviction of such occupant, tenant, guest or invitee and shall be entitled to file Writs for possession of such House. All costs of such action, including reasonable attorneys' fees, shall be a charge on the land and a continuing lien against the Owner's House and Lot, and shall be the personal obligation of the Owner and/or

occupant against whom such action is brought.

Section 15. Leases. All leases of any House shall be subject to such rules and regulations adopted by the Board pursuant to paragraph 13 above and shall be in writing and for a term of no less than one (1) year. A copy of the lease will be provided to the HOA. Short-term, transient or vacation-type leasing through sources such as Airbnb, Vacation Rentals by Owner (“VRBO”) or similar sources, shall be strictly prohibited. All leases shall be subject to and comply with this Declaration, and tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association. The Association shall be considered a third-party beneficiary of any such lease for the limited purpose of enforcing all lease terms and conditions with regard to violations of the Declaration, By-Laws or rules and regulations of the Association in the event the Owner fails or refuses to do so after written notice and demand having been mailed to the Owner by the Association.

- i. **Lease Termination Due to Tenant and Occupant Violations.** Written notice detailing tenant and occupant violation shall be mailed to the Owner by certified mail with return receipt. After such written notice has been mailed as a measure and prerequisite to compel the tenant’s or occupant’s compliance through the Owner, should violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner’s Home, and evict such tenant or occupant with possession being returned to the Owner after execution of such Writ. All costs for such action, including reasonable attorneys’ fees, shall be a continuing lien and charge against such Owner’s Home, and be the personal obligation of such Owner.
- ii. **Lease Termination due to Violence or Threats to Health, Safety or Welfare.** Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants within the Association; or creates a hazardous or unsanitary condition in their Home or

within the Association that affects the health, safety or welfare or the life or property of other Owners, tenants or occupants; or permits such acts by any person present within the Association at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann.

§ 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the Home on behalf of the Owner with possession being returned to the Owner after execution of such Writ.

- iii. All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the House and Lot against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such House and/or Lot at the time such fees were incurred.

Section 16. Animals and Pets. No animals, livestock, roosters, pigs, swine of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common domestic household pets may be permitted at any House or Lot at the discretion of the Developer or Board. No pets are permitted to roam free; those that, in the sole discretion of the Board, endanger the health, welfare or safety of residents or make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants of other Houses and Lots, shall be removed upon demand of the Board. If the Owner fails and/or refuses to comply with such demand, the pet may be removed by the Association and all expenses related to such removal shall be added to the account of such Owner. Neither the Association, the Board nor their contractors shall be liable to such Owner for trespass damages caused in the removal of such pet. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a House, be confined on a leash held by a responsible person. No wild animals shall be permitted. All fines created by this Section 9,

plus attorney's fees and costs of enforcement, shall be a charge on the land and a continuing lien against the Owner's House and Lot, and all such costs and attorney's fees shall be the personal obligation of such Owner or occupant of such House. Each owner shall be responsible for picking up all of their pet's waste.

Section 18. Nuisance. No portion of any House or Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept upon any portion of the property or any House or Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property and Houses. No noxious or offensive activity shall be carried on upon any portion of the property, the Common Elements, House or Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any House or Lot.

There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property or Common Elements.

Section 19. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her House or Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, operation of drones, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property or any House or Lot. All garage doors shall be kept closed except when necessary for entrance or exit of vehicles or at other times when it may be reasonably necessary for garage doors to be open. In the event the exterior of a House or Lot is unsightly or unkempt, the Association, may in its sole discretion, enter said Lot to make repairs or clean up. Association shall provide Owner with no less than 24 hour written notice of its intent to clean or make repairs by placing such notice on the Owner's front door or in the Owner's mail kiosk. Any expenses or costs incurred by the Association shall be assessed to the Owner, and paid within 30 days from when the work was performed. In the

event the Association is not reimbursed within 30 days, the Association may exercise any and all remedies under this Declaration as set forth in Article IV hereinabove.

Section 20. Subdivision of Lots. No Lot shall be subdivided, or its boundary lines changed, except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to re-plat any Lot or Lots owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Section 21. Drainage System. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No one other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage retention areas, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the property for the purpose of altering drainage and water flow.

Section 22. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the property or Common Elements except that up to five (5) gallons of fuel may be stored at each House or Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

Section 23. Trash Pickup. The Association may but shall not be required to enter into the contract for and pay as a part of the common expenses and annual assessments, the expense for such service.

Section 24. Maintenance, Repairs and Replacements. Each Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his House and upon his Lot to include drainage easements. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the common expenses, subject to the By- Laws, and Rules and Regulations of the Association.

If, due to the act or neglect of an Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a House or Houses owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance,

repairs and replacements, as may be determined by the Board.

Section 25. Alterations, Additions or Improvements. No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board. The Board may authorize and charge as a common expense, alterations, additions and improvements of the Common Elements as provided in the Declaration. Any Owner may make alterations, additions or improvements within his House without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Houses, Lots, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements, including but not limited to the redirection or other alteration of natural water runoff and flow.

Section 26. Fences. Written approval shall be obtained in accordance with Article V herein, prior to and as a prerequisite to the installation of any fence upon any Lot. All fences are to be constructed of new materials. Approved materials will include wood, vinyl, wrought iron, brick/masonry with maximum height of 6' unless otherwise approved by the ACC. Black vinyl coated galvanized chain link style fence shall be allowed on the sides and at the rear property line only. A picture of the fence style, a survey with the fence location showing compliance with any easements/ setbacks on the property and the company name and contact information of the company installing the fence must be submitted to the ACC for approval. No "self/homeowner-installed" fences are allowed- Fences must be installed by a professional fence company. Fences are to be installed from the front, middle or rear corners of the home to the rear lot line. No fencing is allowed in the Front Yard. Fences CANNOT be placed in any drainage swale running between 2 lots or placed to impede the drainage of neighboring lots.

Section 27. Holiday Decorations. Usual and customary seasonal decorations for holidays are permitted without approval by the ACC and are permitted to be installed within thirty (30) calendar days before the applicable holiday, and shall be removed within fourteen (14) calendar days after the applicable holiday ends. Temporary outdoor seasonal holiday lighting shall be placed to where it will only illuminate the applicable yard and shall not reflect onto adjoining Lot Owners or impair drivers along any road. Strobe lights and devices that omit sound are prohibited.

Section 28. Draperies and Blinds. Draperies and blinds must be white or off white when visible from the street or any neighboring Lot Owner. No sheets, blankets or other materials not designed for use as draperies or blinds shall be permitted.

Section 29. Solar Panels and Satellite Dishes. Solar panels shall not be permitted. No exterior television or radio antennae and no satellite dish shall be more than one (1) meter in diameter. Outdoor television and dish antennas may be installed, if properly screened and with the prior written approval of the Association. Approval of such television and dish antennas shall not delay or prevent installation, maintenance or use; shall not unreasonably increase the cost of installation, maintenance or use; and shall not preclude reception of an acceptable quality signal.

All requests for installation of any such antennae or satellite dish, shall be submitted to the ACC in writing with a description of the size, location and materials associated with the antennae or satellite dish prior to their installation. Should the ACC fail to provide written approval or denial of same within forty-five (45) calendar days of its receipt of such written request, the request shall be deemed approved.

Section 31. Recreational Equipment. Must be approved by the ACC and placed in a fenced back yard.

Section 32. Garage/ Yard Sales. Garage/ Yard Sales or any other private or public sale of goods, personal property or services, shall not be allowed except for Association sponsored sales to be authorized by the Board and held only on specified days and times on a community-wide basis and in accordance with any rules and Regulations to be established by the Board in connection therewith.

Section 33. Gardens. Must be located in the back yard and not visible from the street. No corn or other crops which grow above three (3) feet in height shall be grown in any garden.

Section 34. Outside Storage Buildings. Shall be permitted in the back yard with the approval of the ACC and with any required local municipal codes/ permits. Such storage buildings must be located upon a permanent foundation and built of the same materials/ colors/ character of the House. Submittal of a picture of the building located on a survey adhering to zoning, setbacks, easements, codes, restrictions shall be submitted to the ACC for approval prior to and as a prerequisite to the construction or placement of such storage building.

ARTICLE IX

ANNEXATION/WITHDRAWAL

Section 1. Annexation by Declarant. During the Period of Developer Control, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of additional property or property shown on the Plat as for future development. Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibit "A" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Section 2. Annexation by the Association. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Members holding a Majority of the votes of the Association represented at a meeting duly called for such purpose, and if during the Development Period, the written consent of Declarant. Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the president and the secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon recording in the Register of Deeds unless otherwise provided therein.

Section 3. Withdrawal of Land by Declarant. During the Period of Declarant Control, Declarant shall have the unilateral right, privilege, and option, at any time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such removal and withdrawal of Property, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein will no longer apply to the portion of the property that is withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to record a notice of withdrawal of land containing the following provisions: a) A reference to this Declaration, which reference will state the document number and/ or volume and initial page number wherein this Declaration is recorded; b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and c) A legal description of the withdrawn land.

**ARTICLE X
DECLARANT'S RIGHTS**

(a) Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Register's Office of Dickson County, Tennessee.

(b) So long as construction and initial sales of Homes shall continue, Declarant and the Builder may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Homes, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and Builder shall have easements for access to and use of such facilities.

(c) No Person shall record any declaration of covenants, conditions and restriction, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

(d) This Article may not be amended without the written consent of Declarant. Declarant's rights contained in this Article shall terminate on the earlier of ten (10) years from the date this Declaration is recorded, or the date Declarant no longer owns any of the Properties.

**ARTICLE XI
GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be

deemed a waiver of the right to do so at any time thereafter. The prevailing party in any such action for the enforcement of this Declaration shall be entitled to all costs, post judgment interest at ten percent (10%) per annum, and reasonable attorney's fees, including appellate attorney's fees, incurred.

Section 2. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Governing Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (a) the Association's position is not sufficiently strong to justify taking any or further action; (b) the provision being enforced is or may be construed as inconsistent with Applicable Law; (c) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (d) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

Section 3. Self Help. All Owners grant to Declarant and thereafter to the Association, the right to take any action required to bring the Owner and/or or any tenant or occupant into compliance with any violation of this Declaration, the By-Laws or rules and regulations if, after ten (10) business days' written notice to the Owner, the Owner has failed and/or refused to bring such violation into compliance and in doing so, neither the Declarant nor the Association, the Board, community manager or their agents shall be subject to any liability or criminal action for trespass, destruction of property, or other tort.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendments. The covenants, conditions and restrictions of the Declaration shall run and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by the Developer without a vote from the Owners at any time while Class "B" voting membership exists as a part of the Special Declarant Rights as defined in Article I herein. Thereafter, this Declaration may be amended by the Owners at any time, by an instrument signed

by or affirmative vote of, not less than sixty-seven (67%) percent of the members eligible to vote. Any amendment to the said Declaration must be recorded at the Dickson County, Tennessee Register of Deeds. All amendments to the Declaration which are proposed by Members of the Association shall be promulgated and approved in writing by the Board as a prerequisite to the passage and recording of such amendment at the Register of Deeds' Office. Failure to obtain such written approval by the Board shall render any such amendment void ab initio.

Section 6. Common Open Space. If any common open space established by an adopted final master development plan for Cluster Lot Subdivision shall be created, it shall be subject to the following:

(a) The Dickson County Planning Commission and the Dickson County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Elements), without first offering to dedicate the same to Dickson County, and the said dedication be approved by the Dickson County Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain Common Elements, or any successor organization, shall at any time after the establishment of the subdivision, fail to maintain the Common Elements in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the subdivision and hold a public hearing. After thirty (30) calendar days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the Common Elements for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for successive one (1) year periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the subdivision that have a right of enjoyment of the Common Elements and shall become a lien on said properties.

Section 7. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

Section 8. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

Section 9. Project Abandonment. In the event Declarant ceases to act as Declarant and abandons its role as Declarant after the end of the Declarant Control Period, then the Association shall have and may exercise all rights of Declarant without the necessity of a written assignment by the Declarant that fulfilled Declarant's obligations prior to such transfer.

Section 10. View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set its hand, by its duly authorized officer, this 15 day of July, 2025.

DECLARANT:

IMER DEVELOPMENT, LLC, a Tennessee limited liability company



By: Stuart Beattie
Its: President and Incorporator

STATE OF TENNESSEE)
COUNTY OF Williamson)

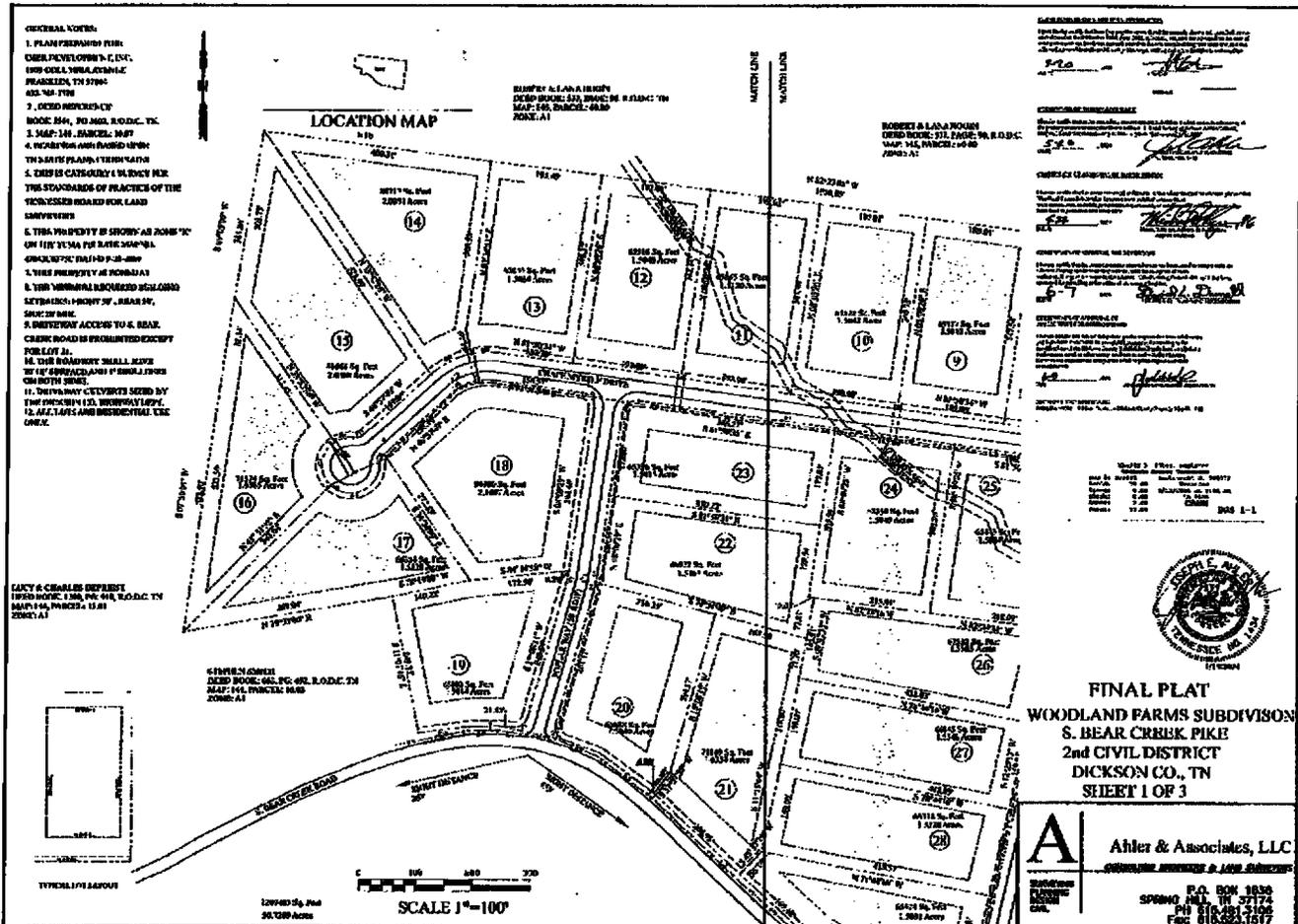
Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Stuart Beattie, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Managing Member of IMER Development, LLC the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of IMER Development, LLC by himself as such officer.

Witness my hand and official seal at office at Franklin, Tennessee, on this the 15 day of July, 2025.

My Commission Expires: 2/21/2027 Rhonda S Crites
Notary Public



EXHIBIT "A"



Plat Case Slide 1

EXHIBIT "B"

BY-LAWS

OF

**WOODLAND FARMS COMMUNITY
HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION. The name of the corporation is Woodland Farms Community Homeowners Association, Inc., hereinafter referred to as the "Association". The principal address of the corporation shall be in care of Woodland Farms Community Homeowners Association, Inc. at the address for the Association of record with the Tennessee Secretary of State, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms and parties referred to in these By-Laws of Woodland Farms Community Homeowners Association, Inc. shall be the same as those definitions found within the Declaration of Covenants, Conditions and Restrictions for Woodland Farms Community Homeowners Association, Inc. as the same may be amended from time to time as provided for therein.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of cessation of Class "B" membership in accordance with the Declaration, and each subsequent regular annual meeting of the Members shall be held within ten (10) business days of the same day of the same month of each year thereafter unless another be submitted with information from which it can be determined that the email was authorized by such Member. A copy, email or other reliable reproduction of the proxy may be used in lieu of the original proxy, provided that the copy, email or other reliable reproduction shall be a complete

reproduction of the entire proxy. Every proxy shall be valid for no more than eleven (11) months from the date of the appointment unless otherwise indicated upon such proxy; all proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Unit. Only Members of the Association may be appointed to serve as the proxy for another Member.

Section 2. Ballots. Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting by written ballot. All ballots and ballot voting shall be conducted in accordance with requirements of Tennessee Code Annotated §48-57-108 as the same may be amended from time to time.

Section 3. Eligibility to Vote. No Member, other than the Developer, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in the Association to the Secretary or Managing Agent, the sufficiency of which shall be determined by the members of the Board present at the meeting. No Owner who is delinquent in the payment of Assessments, interest or late fees as described in the Declaration, in an amount of more than one hundred (\$100.00) dollars prior to any annual or special meeting, or who is in violation of any other restriction, covenant or condition within the Declaration, By-Laws, Rules and Regulations, fine policy or any amendment thereto, which has continued for ninety (90) calendar days or longer, shall be eligible to vote upon any business of the Association unless written proof that such violation has been resolved, or that reasonable attempts at resolution have been taken by such Owner, has been received by the Association no less than thirty (30) business days prior to any annual meeting, special meeting or continuance thereof.

Any such violation which is resolved but reoccurs within thirty (30) calendar days of such resolution, shall be considered a continuation of such violation and not a new violation for the purposes of calculating any Owner's eligibility to vote.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who shall be members of the Association. The initial directors shall be appointed by the Developer and shall serve in said capacity until the selection of their successors as set out in Section 2 of this part.

Section 2. Term of Office. At the first annual meeting the members, one (1) director shall be voted upon to serve for a term of one (1) year; one (1) director shall be voted upon to serve for a term of two (2) years; and one (1) director for a term of three (3) years. At each annual meeting after the first annual meeting, the members shall elect the respective replacement directors for a term of three (3) years. A Director's term of service shall extend until his successor is elected at the annual meeting of the members and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided.

Section 3. Removal. Any Director elected by the Members who has three (3) consecutive absences from regular Board meetings (as opposed to special Board meetings called for particular purposes); or who is delinquent in the payment of any assessment or other charges due the Association for more than thirty (30) days; or is in violation of any other restriction or covenant, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor.

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

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

Section 6. Developer as Board.

(a) The rights, duties and functions of the Board shall be solely exercised by Developer until such time as the Developer has sold 100% of the Lots in the Development or at such other time as shall be set forth and determined by the Developer in its sole discretion. The Developer may, in its sole discretion, designate up to three (3) individuals to serve on the Board on behalf of the Developer during the period that the Developer is performing the functions of the Board. Such individuals designated by the Developer need not be Members, and may be removed and replaced by the Developer at will. The Developer may also limit the scope of authority of such individuals.

At such time as the Developer shall have sold 100% of the Lots in the Development or at such other time as shall be set forth and determined by the Developer in its sole discretion, the Developer shall call a special meeting of Members for the purpose of electing Directors to succeed to the positions held by the Developer or individuals designated by the Developer.

(b) Upon the sale of all of the Lots in the Development or at such time as the Developer determines to relinquish the rights it has reserved to itself, the Developer shall execute and record in the Register's Office of Dickson County, Tennessee, a document assigning those rights to the Board.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made only from among members. Members of the Nominating Committee shall not be related by blood, marriage or entity affiliation to any member of the Board of Directors. Any Member or Director who is involved in active litigation in which the Association is an adverse party to such Member or Director, shall not be eligible to run for or be elected to serve as a member of the Board of Directors. Existing Directors who are involved in active litigation with the Association in which such Director is a party, shall be recused from participating in discussions about or voting upon any matter which is related or relevant to such active litigation while such person is serving as a member of the Board of Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes

as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

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

Section 4. Virtual or Electronic Meetings.

(a) **Notice of Meetings.** At the discretion of the Board and subject to the same requirements within these By-Laws and Tennessee Law, electronic mail ("email") delivery of notice for all meetings of the Board shall be an acceptable means of sending notice if the Board or the Association's property manager can reasonably rely upon the email address provided to it by each Board member to whom such notice is being emailed, and the email transmission is not returned to the Board or Association property manager as undeliverable.

(b) **Virtual Meetings and Electronic Voting.** At the discretion of the Board and subject to the same notice, quorum, voting and all other requirements within this Amendment, the By-Laws and Tennessee Law, all meetings of the Board and voting upon Association business at such meetings, may be conducted by any virtual platform to include but not limited to VoteHOANow.com, Electionbuddy.com, Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the quorum at such meetings can be established and documented; the identity of each Board member may be authenticated;

member; and, the vote of each Board member at such meeting can be verified as being cast by such Board member.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Lots, Homes, Common Elements and facilities, and the personal conduct of the members, Owners, their tenants, occupants and guests thereon, and to establish written notice, penalties and enforcement provisions for the infraction thereof. Enforcement of violations of parking restrictions may include towing, booting, fines or a combination thereof;

(b) Suspend the voting right and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended and reasonable fines, penalties and enforcement provisions levied for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Exercise all powers, duties and authority granted to directors by the Tennessee Nonprofit Corporation Act as the same may be amended from time to time.

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

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

(g) Approve and execute all required documentation for loans to the Association for capital improvements without the requirement of a vote from the members.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting

when such statement is requested in writing by fifty-one (51%) percent of the Class "A" members who are entitled to vote;

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

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

- (1) Fix the amount of the annual assessment against each lot at least thirty (30) calendar days in advance of each annual assessment period;
- (2) Send written notices of each assessment to every owner subject thereto at least thirty (30) calendar days in advance of each annual assessment period; and
- (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) calendar days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

(f) Cause all officers or employees having fiscal responsibilities to be insured;

(g) Cause the common area and amenities to be maintained.

(h) Enforce all covenants, conditions, restrictions and rules and regulations to be enforced equally and consistently among all Lot Owners, occupants, tenants and invitees.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create. All officers of the Association shall at all times be members of the Board of Directors. The duties of Secretary and Treasurer as defined in Section 7(c) below, may, by written

contract, be delegated to a professional community association management company hired by the Board in accordance with the enumerated Board powers herein.

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

Section 3. Term. With the exception of the initial terms as set forth in Article IV(2) hereinabove, the officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

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

Section 7. Duties. The duties of the offices are as follows:

President

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

Secretary

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

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose. Owners who are not Directors of the Association may serve on a committee formed by the Board.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall be made available for inspection by any member subject to such member's compliance with the records inspection requirements of Tennessee Code Annotated § 48-66-102 as it may be amended from time to time. Copies of such records may be purchased at a reasonable cost.

ARTICLE XI CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XII AMENDMENTS

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

to Section 2 below. Any proposed amendment in these By-Laws shall require written notice of the proposed amendment to be delivered to members of the Association in writing at least fifteen (15) days prior to any meeting at which the subject amendment will be considered. All amendments to the By-Laws which are proposed by Members of the Association shall be promulgated and approved in writing by the Board as a prerequisite to the passage and recording of such amendment at the Register of Deeds' Office. Failure to obtain such written approval by the Board shall render any such amendment void ab initio.

Section 2. These By-Laws shall run with and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The said By-Laws may be amended by an instrument writing, signed by not less than sixty-seven (67%) percent of the Members eligible to vote. Any amendment to these By-Laws shall be recorded at the Dickson County Register of Deeds before it shall become effective.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. If there shall be any ambiguity between these By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE XIV
CONFLICTS

In there is any conflict or ambiguity between any covenant, condition, restriction or term of the By-Laws and Declaration, the Declaration shall control.

Adopted and effective as of April 15, 2025.



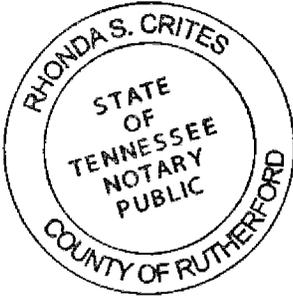
Stuart Burchie, President and Incorporator

STATE OF TENNESSEE

COUNTY OF Williamson

On this 15 day of July, 2025, before me personally appeared Stuart Beattie, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or persons) free act and deed.

Witness my hand, this 15 day of July, 2025.



Rhonda S Crites

Notary's Signature

My commission expires: 2/21/2027

TRUE COPY CERTIFICATION

I, Jennifer L. Pennell, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on July 15, 2025 (date of document).

Jennifer L. Pennell
July 18, 2025

Date

State of TENNESSEE
County of WILLIAMSON

Sworn to and subscribed before me on this July 18, 2025.

Rachel K. Wilkie
Notary's Signature

My Commission Expires: _____

Notary's Seal

