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PREPARED BY:  
LAW OFFICE OF  
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SHELBYVILLE, TN 37162

**RESTRICTIVE COVENANTS  
FOR  
STAGHORN SUBDIVISION  
Phase 1**

**DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS**

**Staghorn, LLC** a limited liability company organized under the laws of Tennessee, having its principal office at 1152 Highway 130 W, Shelbyville, TN 37160 ("declarant"), is the owner in fee simple of real property located in Rutherford County, Tennessee, and known by official plat designation as Staghorn Subdivision, Phase 1, a subdivision of Rutherford County pursuant to a plat recorded on the 8 day of Sept., 2022, in the Records of Maps of Rutherford County as a portion of Tax Map 183, Parcels 6.02, 6.03 and 6.17, Tennessee which plat is of record in Plat Cabinet 48, Envelope 83, Register's Office of Rutherford County, Tennessee.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting the subdivision, declarant declares that all of the described real property and each part of the property shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the described property or any part of that property, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the property.

**SECTION ONE.  
DEFINITIONS**

- A. "Association" shall mean and refer to Staghorn Homeowner's Association, Inc., its successors and assigns.
- B. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot shall be described as set forth on the plat of record for Staghorn Subdivision, Phase 1.
- C. "Declarant" shall mean Staghorn, LLC and declarant's successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.
- D. "Lot" shall mean any plot of land shown on the recorded subdivision plat referred to above with the exception of the common area.
- E. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

F. "Member" shall mean every person or entity who holds membership in the association.

G. "Mortgage" shall mean a conventional mortgage or a deed of trust or fixture filing.

H. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

I. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot that is part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

J. "Subdivision" shall mean the subdivided real property described above and such additions to the property as may be brought within the jurisdiction of the association as provided in this declaration.

H. "Architectural Review Committee" shall mean the committee established by the Association of five (5) voting members of the association to regulate the type of homes built in the subdivision in order to determine that they conform to the standards and requirements of the Association, these Restrictive Covenants and any changes or additions to said covenants.

**SECTION TWO.  
MEMBERSHIP IN ASSOCIATION;  
VOTING RIGHTS**

A. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

B. The association shall have two classes of voting members as follows:

**Class A.** Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for the lot shall be exercised as they may determine between or among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

**Class B.** The Class B member shall be declarant, who shall be entitled to exercise two votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

C. The architectural review committee shall have the right to reasonably impose additional restrictions and requirements on any lot at time of the initial sale by the Developer whereby these additions shall enhance the subdivision. The Review Committee shall also have the right to waive any restrictions or covenants for any lot when such waiver is deemed necessary to enhance the subdivision. Any additional restrictions or waivers made shall apply to the lot upon which it is imposed and does not necessarily set a precedent for future construction.

By way of example, and not in limitation, the power and authority of the Committee shall include approval/ejection/enforcement of the following items:

- i. General Construction Plans
- ii. General Construction Specifications
- iii. Exterior paint colors
- iv. Roof Materials/Cover

- v. Roof Pitch
- vi. Guttering
- vii. Exterior materials/covers
- viii. Driveways; material/colors/location/dimension
- ix. Mailboxes-to be constructed of decorative iron by the vendor approved by the Architectural Review Committee
- x. Window shape/color/material
- xi. Doorway materials/color
- xii. General landscaping plans
- xiii. Fences: materials/colors/locations/dimension-(wrought-iron and/or brick will be encouraged)
- xiv. Accessory buildings: materials/colors/general plans/location
- xv. Grass cutting/ Landscaping maintenance-enforcement
- xvi. Satellite dishes-type/size/colors/location-permission on each lot is at the discretion of the Architectural Review Committee
- xvii. Restrictive Covenants-enforcement
- xviii. Exterior maintenance of all improvements

### **SECTION THREE.**

#### **ASSESSMENTS**

A. Lien and Personal Obligation of Assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of the owner's deed for the lot, whether or not it shall be so expressed in the deed, to pay to the association: (1) annual assessments; and (2) special assessments for capital improvements. These assessments will be established and collected as provided below in this instrument. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of that person or persons unless expressly assumed.

B. Purpose of Annual Assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

1. Maintenance and repair of the common area.
2. Water, sewer, garbage, electrical lighting, telephone, gas, and other necessary utility service for the common area as well as maintaining the long term storm water retention plan with Rutherford County.
3. Acquisition of furnishings and equipment for the common area as may be determined by the association, including but not limited to all equipment, furnishings, mail kiosk area, and personnel necessary or proper for use of the recreational facilities.
4. Maintenance and repair of the detention ponds within the confines of the subdivision,
5. Fire insurance covering the full insurable replacement value of the common area, with extended coverage.
6. Liability insurance insuring the association against any and all liability to the public, to any owner or owners, or to the invitees or tenants of any owner or owners arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

7. Workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

8. A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

9. Any other materials, supplies, furniture, labor, services, maintenance, repairs, mowing and landscaping of common areas, structural alterations, insurance, taxes, or assessments that the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

C. Maximum Annual Assessment.

1. Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner or owners, the maximum annual assessment shall be \$\_\_\_\_\_.

2. From and after January 1 of the year immediately following the conveyance of the first lot by declarant to an owner or owners, the maximum annual assessment may be increased each year not more than twenty-five percent (25%) above the maximum assessment for the previous year without a vote of the members.

3. The board of directors of the association shall fix the annual assessment at an amount which shall not be in excess of the maximum unless they obtain a majority vote of the members.

D. 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 on the common area, including fixtures and personal property related to the common area. Any such assessment must be approved by a majority of each class of members.

E. Notice and Quorum for Action Authorized under Paragraphs C and D. Written notice of any meeting called for the purpose of taking any action authorized by paragraph C or D of this SECTION THREE shall be sent to all members not less than ten (10) nor more than thirty (30) days in advance of the meeting. If the proposed action is favored by a majority of the votes cast at the meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within five (5) days after the date of the meeting.

F. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

G. Commencement and Collection of Annual Assessments. The annual assessments provided for in this declaration shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the applicable calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date for the assessment and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject to the assessment. The association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the association setting forth whether the assessment against a specific lot has been paid, and, on or before January 31 of each year, shall cause to be recorded in the office of the county clerk of Rutherford County a list of delinquent assessments as of that date.

H. Effect of Nonpayment of Assessments; Remedies of the association. Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 10% per annum. The association may bring an action at law against the owner or owners personally obligated to pay such assessment, or may foreclose the lien

against the property. No owner or owners may waive or otherwise escape liability for the assessments provided for in this declaration by nonuse of the common area or abandonment of his or her or their lot.

I. Subordination of Assessment Lien to Mortgages. The assessment lien provided for in this declaration shall be subordinate to the lien of any first mortgage only. A sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of such foreclosure, shall not extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer shall relieve the lot from liability for any assessments subsequently becoming due or from the lien of the assessments.

**SECTION FOUR.  
PROPERTY RIGHTS**

A. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area that shall be appurtenant to and shall pass with the title to the lot, subject to the following rights of the association:

1. the right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
2. the right to suspend the right of use of recreational facilities and the voting rights of any owner or owners for periods during which assessments against a lot remain unpaid, and the right, after a hearing by the board of directors, to suspend such rights for a period not exceeding sixty (60) days for any infraction of the published rules and regulations of the association; and
3. the right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by a majority of each class of members agreeing to the dedication or transfer has been recorded.

B. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate such owner's right of enjoyment in and to the common areas and facilities to the members of the family, or to guests, tenants, and invitees.

C. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent to the lot or lots for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered on them, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. The easement shall exist to a distance of not more than five (5) feet as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to that boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

D. Other Easements.

1. Easements for the installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements on the lot shall be continuously maintained by the owner or owners of the lot, except for improvements for maintenance of which a public authority or utility company is responsible.

2. No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-

public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, and declarant's successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which the easements, reservations, and rights of way are reserved.

E. Right of Entry. The association, through its authorized employees and contractors, shall have the right, after reasonable notice to the owner or owners to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized in this declaration.

F. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owners or any other person acquiring any interest in the subdivision or any part of the subdivision, seek judicial partition of it. However, nothing contained in this declaration shall be construed to prevent judicial partition of any lot owned in cotenancy.

**SECTION FIVE.  
USE RESTRICTIONS**

The subdivision shall be occupied and used only as follows:

A. Each lot shall be used as a residence for a single family and for no other purpose. No more than one residence shall be constructed on any one lot. No lots in this subdivision shall be further subdivided by the owners.

B. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in paragraph K of this SECTION FIVE.

C. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in paragraph K.

D. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than five (5) square feet in size advertising a property for sale or rent. No free standing flag poles of any kind may be erected on any lot.

E. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating to a lot or the common area without the prior written consent of the association, and no owner or owners shall permit anything to be done or kept on a lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or that would be in violation of any law.

F. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

G. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

H. No fence, hedge, wall, or other dividing instrumentality over five (5) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except that declarant and the transferees of declarant may vary or exceed that height in constructing fences in accordance with existing architectural plans for the subdivision or common areas of same. Any fencing wood, vinyl, or metal in the type and style approved by the Staghorn Homeowners' Association; no temporary fence (other than those placed for construction purposes). T-Post type fencing, chain link fence and wooden privacy fences shall NOT be allowed. Vinyl fences up to five (5) feet tall shall be allowed. Fences may only be erected in the back yards of the homes and only up to the back of the home and not into the side yard. Fences shall be of the following material: steel

picket fence, wrought iron, vinyl fence as described herein above, pressure treated wood or western cedar. Any natural material, vinyl, metal/iron shall be of good quality and approved by the Staghorn Homeowners' Association before being installed. Further, once erected, the fences shall be maintained properly including staining, painting, sealing and routine pressure washing and maintenance.

I. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently. No above ground swimming pools will be allowed.

J. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

K. No mobile homes will be allowed. No doublewides or manufactured homes or any moved in home or other movable structure will be allowed.

L. No business shall be allowed except those that are normally allowed in subdivisions in Rutherford County. All detached buildings must be same exterior as house, no prefabricated mini-barn will be allowed. No tractor trailers or non-functional automobiles or any obnoxious equipment shall not be permitted on any lot or parked in front of any lot.

M. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall be kept except in sanitary containers. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition. No lot shall have grass over 12" tall at any time. All lot owners shall maintain their lots and landscaping in a tidy and aesthetically pleasing manner including the trimming of shrubbery and removal of weeds. Homeowners shall install and properly maintain sod in their front and side yards (at a minimum) before moving into the home and landscape the front and side of their home and properly maintain these areas including trimming, watering and weeding. The Staghorn Homeowners' Association shall be responsible for the mowing and landscaping maintenance for the common areas in the subdivision.

N. The heated area of every residential building constructed shall have minimum of one thousand six hundred (1,600) square feet of living space, and in computing such floors area, open porches and attached garages shall not be included in the computation. All homes shall have a minimum of three (3) bedrooms and two (2) car attached garages which shall be front or side loaded. The plans for homes to be built or rebuilt in the event of a loss shall be approved in advance by the architectural review committee or the initial developer depending upon the timing of the build.

O. All homes shall have and maintain concrete driveways, no gravel or asphalt driveways are permitted.

P. All homes constructed on the lots shall be constructed of a minimum of seventy-five percent (75%) of masonry materials such as brick, stone, stucco and cement board siding. Only twenty five percent (25%) of the home may be constructed with vinyl siding. Homes may be one (1), one and a half (1 ½) or two (2) story buildings and the building heights for the homes shall be in compliance with the standard for RL zoning in the Rutherford County Zoning Ordinance.

Q. All utilities servicing any home or lot in the subdivision shall be underground, regardless of whether they are installed by the developer, builder or homeowner. All homes must be installed with sprinklers to be maintained by the homeowner after purchase at the expense of the homeowner. Homeowners shall be completely responsible for their own sewer/STEP system and line from the point where their lot joins the road, to the home as with all utilities. The STEP system for the subdivision is located in an area of the subdivision which shall be owned by Consolidated Utility District of Rutherford County. Homeowner shall be billed separately for this service monthly and homeowners shall make timely payments for this utility service as with all utilities.

R. All homeowners are required be required to be a member of the Staghorn Homeowners Association which will maintain the open/common areas in the subdivision. All homeowners agree to follow all rules and regulations as established by the Staghorn Homeowners Association, including the timely payment of monthly assessments and membership dues.

S. All mailboxes for the residences shall be located at the mailbox kiosk in the subdivision. No mailboxes shall be located on the lots at any time.

T. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes of any kind are expressly prohibited.

U. No lot shall be re-subdivided, but shall remain as shown on the recorded plat, and not more than one residence building may be constructed or maintained on any lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdivision into more lots.

V. No noxious or offensive operation shall be conducted or

W. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully-occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

1. prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
2. prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;
3. prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or
4. prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this SECTION FIVE, the words "declarant's transferees" specifically exclude purchasers of lots improved with completed residences.

## **SECTION SIX.**

### **OWNERS' OBLIGATION TO REPAIR**

Each owner, at the owner's sole cost and expense, shall repair the owner's residence, keeping the same in a condition comparable to the condition of the residence at the time of its initial construction, excepting only normal wear and tear.



**SECTION SEVEN.**

**OWNERS' OBLIGATIONS TO REBUILD**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner or owners, with all due diligence, to rebuild, repair, or reconstruct the residence in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs, and shall be completed within ten (10) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

**SECTION EIGHT.**

**ANNEXATION OF ADDITIONAL PROPERTY**

Additional residential property and common area may be annexed to the subdivision with the consent of two thirds (2/3) of each class of members.

**SECTION NINE.**

**GENERAL PROVISIONS**

A. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or later imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction contained in this declaration shall in no event be deemed a waiver of the right to do so at a later date. In the event legal action or retention of legal counsel for the association is necessary due to the failure of a homeowner to follow these restrictions, the homeowner shall be responsible for all attorney fees and court costs necessitated by said violation in addition to the costs of correction of the violation. The association has the right to obtain have the maintenance or repairs performed in homeowner refuses and the cost of same shall be assessed as fees against the homeowner.

B. Severability. Invalidation of any one of the covenants or restrictions contained in this declaration by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

C. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than two thirds (2/3) of each class of members.

D. Subordination. No breach of any of the conditions contained in this declaration or reentry by reason of the breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot in the subdivision; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

E. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member for a period of seventy five (75) years from the date of this declaration, and shall continue automatically in effect for additional periods of fifty (50) years, unless otherwise agreed to in writing by the then owners of at least two thirds (2/3) of the subdivision lots.

F. Governing Law. This declaration shall be governed by, construed, and enforced in accordance with the laws of Tennessee.

Witness our signatures, this 8 day of Sept., 2022.

STAGHORN, LLC

BY: Thurman Lee Adcock  
THURMAN LEE ADCOCK, Chief Manager

BY: Eddie K. Smotherman  
EDDIE K. SMOTHERMAN, Secretary

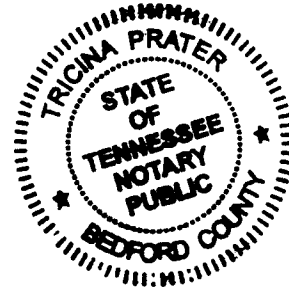
STATE OF TENNESSEE

COUNTY OF Bedford

Before me, Tricina Prater, of the state and county aforesaid, personally appeared **THURMAN LEE ADCOCK**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged to be Chief Manager of **STAGHORN, LLC**, the within named bargainor, a limited liability company, and that as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Chief Manager.

Witness my hand and official seal at FCB, Tennessee, on this the 8 day of Sept, 2022.

Notary Public: Tricina Prater  
My Commission Expires: 5-08-2024



STATE OF TENNESSEE

COUNTY OF Bedford

Before me, Tricina Prater, of the state and county aforesaid, personally appeared **EDDIE K. SMOTHERMAN**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged to be Secretary of **STAGHORN, LLC**, the within named bargainor, a limited liability company, and that as such Secretary, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company as Secretary.

Witness my hand and official seal at FCB, Tennessee, on this the 8 day of Sept., 2022.

Notary Public: Tricina Prater  
My Commission Expires: 5-08-2024

