

Restrictions and Covenants

The exclusive residential community in Sewanee, Tennessee
that celebrates American architecture and lifestyle
in the Cumberland Mountains overlooking Lost Cove.

49 University Avenue, Sewanee, TN 37375
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MYERS POINT AT SEWANEE

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

MYERS POINT AT SEWANEE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 1 day of October, 2010, by **MYERS POINT, L.L.C.**, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Franklin County, Tennessee, as more particularly described on Exhibit A attached hereto (the "Property"), desires to create thereon a development known as MYERS POINT AT SEWANEE (sometimes referred to herein as the "Development").

WHEREAS, Declarant desires to provide for the preservation of the land values and home values when and as the Property is improved and desires to subject the Development to certain covenants, conditions, restrictions, easements, affirmative obligations, charges and liens, as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every owner of any and all parts thereof; and,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Development, to create an entity to which should be delegated and assigned the power and authority of holding title to and maintaining and administering the Common Properties (as hereinafter defined) and administering and enforcing the covenants, conditions and restrictions governing the same and collecting and disbursing all assessments and charges necessary for such maintenance, administration and enforcement, as hereinafter created; and,

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, Myers Point Garden & Park Association, Inc., a Tennessee nonprofit corporation, for the purpose of exercising the above functions and those which are more fully set out hereafter.

NOW, THEREFORE, the Declarant subjects the Property to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, conditions, restrictions, easements, charges, assessments, affirmative obligations and liens hereinafter set forth, which shall touch and concern and run with the Property and each Lot thereof.

ARTICLE I
DEFINITIONS

The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 "Architectural Review Committee" shall mean and refer to that Committee formed and operated in the manner described in Section 6.01 hereof.

1.02 "Assessments" shall mean and refer to the annual assessments and the special assessments levied on all Lots subject to assessment, as more particularly described in Article VII of this Declaration.

1.03 "Association" shall mean Myers Point Garden & Park Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

1.04 "Board of Directors" or "Board" shall mean the governing body of the Association established and elected pursuant to this Declaration and the Bylaws.

1.05 "Bylaws" shall mean the Bylaws of the Association, the initial text of which is set forth on Exhibit B attached hereto, as amended, modified or supplemented from time to time.

1.06 "Common Expense" shall mean and include: (a) expenses of administrating, operating, maintaining, repairing, replacing and insuring the Common Properties; (b) expenses of administering and operating the Association pursuant to the terms of this Declaration, the Charter, the Bylaws and applicable law; (c) expenses agreed upon as Common Expenses by the Association; (d) expenses declared Common Expenses by the provisions of this Declaration; and (e) all other sums assessed by the Board of Directors pursuant to the provisions of this Declaration, including, but not limited to, reasonable reserves as the Board of Directors may deem necessary or appropriate from time to time. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SHOULD ANY PRIVATE ROADS LOCATED WITHIN THE PROPERTIES EVER BE DEDICATED TO FRANKLIN COUNTY, TENNESSEE THE ASSOCIATION SHALL BE RESPONSIBLE FOR BRINGING SUCH PRIVATE ROADS INTO COMPLIANCE WITH THEN CURRENT COUNTY ROAD STANDARDS (POSSIBLY INCLUDING THE COST OF RELOCATING UTILITIES) AND THE COST OF SUCH ROAD IMPROVEMENTS SHALL BE INCLUDED IN THE COMMON EXPENSES CHARGED TO THE OWNERS HEREUNDER.**

1.07 "Common Properties" shall mean and refer to those tracts of land and any improvements thereon and any easements appurtenant thereto which are deeded, leased or granted to the Association and designated in said deed, lease or grant as "Common Properties." It is Declarant's intent that the portion of the Property subject to the Conservation Easement will be deeded to the Association and become part of the Common Properties and that the Association will assume all liabilities and obligations of Declarant under the Conservation Easement from and after

such conveyance. The term "Common Properties" shall also include any personal property acquired by the Association if said property is designated as a "Common Property." All Common Properties are to be devoted to and intended for the non-exclusive, common use and enjoyment of the Owners, immediate family members of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by the Association. The Common Properties shall include, but not be limited to, entrance and street signs, landscaping easement areas, roads and their rights-of-way, security gates, lakes, dams, barns, foot paths, walking trails, horse trails, any central mailbox for the Development, and the common areas, easement areas and permanent conservation easement areas as shown on the Master Plan, as such Master Plan may be amended in accordance with the terms hereof.

1.08 "Conservation Easement" shall mean that certain Conservation Easement granted by Declarant to The Land Trust for Tennessee, Inc., of record in Book D357, page 103, Register's Office for Franklin County, Tennessee, as the same may be amended, modified or supplemented from time to time. "Conservation Easement" shall also refer to and include any additional easements granted by Declarant to not-for-profit conservation and/or environmental associations restricting the development and/or use of the Common Properties prior to such Common Properties being conveyed by Declarant to the Association as permitted by this Declaration.

1.09 "Covenants" shall mean the covenants, restrictions, conditions, easements, charges, assessments, affirmative obligations and liens set forth in this Declaration.

1.10 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Myers Point at Sewanee and any Supplemental Declaration filed pursuant to the terms hereof, as the same may be amended, modified or supplemented from time to time.

1.11 "Declarant" shall mean Myers Point, L.L.C., a Tennessee limited liability company, or any successor, successor-in-title, or assign who takes title to any portion of the Property for the purpose of development and/or resale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

1.12 "Design Guidelines" shall mean the design guidelines for the development of any improvements within the Development, as adopted from time to time by the Architectural Review Committee.

1.13 "Development" shall have the meaning set forth in the Preamble of this Declaration.

1.14 "First Mortgage" shall mean a recorded Mortgage with priority over other Mortgages.

1.15 "First Mortgagee" shall mean a beneficiary, creditor or holder of a First Mortgage.

1.16 "Improved Lot" shall mean and refer to any Lot upon which a legally

habitable residence exists.

1.17 "Lot" shall mean and refer to any parcel of land located within the Property which is used or intended for use as a site for a single-family detached dwelling as shown upon any recorded final subdivision plat of any part of the Property.

1.18 "Manager" shall mean a person or firm appointed or employed by the Board to manage the daily affairs of the Association in accordance with instructions and directions of the Board.

(Plat Env.#)

1.19 "Master Plan" shall mean and refer to the plat of record in Book P 545 page A+B of the Register's Office for Franklin County, Tennessee, which represents the conceptual land plan for the future development of the Property of Myers Point at Sewanee, as it may be amended of record from time to time by the Declarant, which plat currently includes the property described on Exhibit A. Depiction of other property on the Master Plan shall not by itself, under any circumstances, obligate Declarant to subject such property to this Declaration. Moreover, Declarant shall not, under any circumstances, be obligated to complete the construction of any lakes, paths, trails, recreational facilities or other amenities which may be depicted on the Master Plan, unless otherwise agreed by Declarant in a separate written document.

1.20 "Member" or "Members" shall mean any or all Owner or Owners who are Members of the Association.

1.21 "Mortgage" shall mean a deed of trust or deed to secure debt, as well as a mortgage, encumbering a Lot.

1.22 "Mortgagee" shall mean a beneficiary, creditor, or holder of a Mortgage.

1.23 "Owner" shall mean and refer to the Owner as shown by the real estate records in the office of the Recorder, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Lot situated upon the Property; but, (a) notwithstanding any applicable theory of a mortgage, the term "Owner" shall not mean or refer to any Mortgagee, its successors or assigns, unless and until such Mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; and (b) the term "Owner" shall not mean or refer to any guest, licensee, lessee or tenant of an Owner. In the event that there is recorded in the office of the Recorder, a long-term contract of sale covering any Lot within the Property, the Owner of such Lot shall be the purchaser under said contract and not the fee simple title holder. A long-term contract of sale shall be one where the purchaser is required to make payments for the Lot in the Property for a period extending beyond twelve (12) months from the date of the contract, and where the purchaser does not receive title to the Lot until such payments are made although the purchaser is given the use of said Lot. The Declarant may be an Owner. Other than the Declarant, any corporation, partnership, limited partnership, firm, or other type of business entity or association which is an Owner hereunder must designate no more than two (2) individuals who will be authorized to exercise the rights of ownership (including use of the Common Properties) described herein. Such designation must be in writing and delivered to the Declarant or the Board. Any changes made in the designation must also be in writing and delivered to the Declarant or the Board.

1.24 "Owner Complaints" shall have the meaning set forth in Section 9.01 of this Declaration.

1.25 "Property" shall mean and refer to the Property described in Section 2.01 hereof, and additions thereto, as are subjected to this Declaration in accordance with the provisions hereof and may include: (a) the Lots and (b) the Common Properties.

1.26 "Record" or "To Record" shall mean to record pursuant to the laws of the State of Tennessee relating to the recordation of deeds and other instruments conveying or affecting title to real property.

1.27 "Recorder" shall mean and refer to the Register's Office for Franklin County, Tennessee, and the successor to that office.

1.28 "Residential" or "residential" shall have the meaning set forth in Section 3.02(b) of this Declaration.

1.29 "Special Assessment" shall mean and refer to the special assessments levied in accordance with Section 7.04 of this Declaration.

1.30 "Supplemental Declaration" shall mean and refer to an amendment or supplement to this Declaration which modifies or deletes any provisions of this Declaration or which imposes, expressly or by reference, additional covenants, conditions, easements and restrictions or similar obligations on the Property.

1.31 "Unimproved Lot" shall mean and refer to any Lot that has not been improved with a permanent structure.

ARTICLE II **PROPERTIES, COMMON PROPERTIES AND** **IMPROVEMENTS THEREON**

2.01 Property. (a) The real property which is, and shall be held, transferred, sold, conveyed, leased and occupied, subject to these Covenants and to the Conservation Easement, as applicable, is located in Franklin County, Tennessee, and is more particularly described on Exhibit A attached hereto. Additionally, any easements on any real property retained by or granted to the Declarant or the Association for the purpose of erection and maintenance of entrance signs or street lights, or landscaping and maintenance thereof, shall also be considered Property and subject to these Covenants.

(b) Subject to the restrictions and obligations set forth in the Conservation Easement, the Declarant intends to develop the Property in accordance with the Master Plan, as such may be modified from time to time in accordance with the terms hereof, as a residential community featuring recreational facilities, various amenities and any other lawful activities which the Declarant deems appropriate as uses for such Property. For as long as the Declarant owns any Lot, the Declarant reserves the right to review and modify the Master Plan

at its sole option from time to time based upon its continuing research and design program; provided that such changes shall not affect any Lot which has previously been sold and does not materially alter the intended use of the Common Properties in compliance with the Conservation Easement. The Declarant shall not be required to follow any predetermined sequence or order of improvements and development, and it may bring within the plan of these Covenants additional lands, and develop the same before completing the development of the Property.

2.02 Additions to Property. (a) The Declarant, its successors, and assigns, shall have the right, without further consent of the Association, to bring within the plan and operation of this Declaration additional properties so long as they are contiguous with then existing portions of the Development. For purposes of this paragraph, contiguity shall not be defeated or denied where the only impediment to actual "touching" is a separation caused by a road, right-of-way or easement, and such shall be deemed contiguous. The additions authorized under this Section shall be made by filing a Supplementary Declaration with respect to the additional property which shall extend the operation and effect of the covenants, conditions and restrictions of this Declaration to such additional property after which it shall fall within the definition of Property as herein set forth.

(b) The Supplementary Declaration may contain such complementary additions and/or modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant, to reflect the different character, if any, of the added properties and as are not inconsistent with this Declaration, but such modifications shall have no effect on the Property as described in Section 2.01 above.

2.03 Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, in the alternative, the properties, rights and obligations may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration.

2.04 Common Properties and Improvements Thereon. The Declarant may install a security gate at the entrance(s) to the Development and install one or more entrance signs to the Development. The security gate(s) and sign(s) shall become part of the Common Properties when the Declarant conveys the same to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of the security gate(s) and sign(s). The Declarant may also landscape the entrance areas (whether privately or publicly owned) and other areas where it may or may not have reserved an easement. These areas shall become Common Properties when conveyed to the Association and the Association shall then become responsible for maintenance of the landscaped areas. Additionally, the Declarant may install street lights and/or street signs which likewise will become Common Properties when conveyed to the Association. Subject to the terms, provisions and restrictions set forth in the Conservation Easement, the Declarant may construct improvements on the Property subject to the Conservation Easement which shall become part of the Common Properties when the Declarant conveys such improvements to the Association, at which time the Association shall become responsible for the operation, maintenance, repair and replacement of such improvements. The Declarant and the Association may add additional

Common Properties from time to time as they determine. Following the conveyance of the Common Properties by the Declarant to the Association, or the acquisition of additional Common Properties by the Association, the Association may construct improvements within the Common Properties, as determined from time to time by the Board; provided, however, that no buildings or structures shall be constructed by the Association in such Common Properties without the prior approval of all of the Owners of the Lots, if any, adjoining such Common Properties.

2.05 Declarant's Reserved Rights Concerning Common Properties.

(a) Notwithstanding any other provisions of this Declaration, the Declarant may retain ownership and control of certain or all of the areas designated as "Common Properties" or "common areas" on the Master Plan for a period of time after the Master Plan is recorded with the Recorder to allow Declarant to develop, construct or install roads, utilities, trails, structures, and other improvements in such Common Properties or common areas. Recordation of the Master Plan shall not be deemed to transfer title to, or control of, any Common Properties or common areas to the Association, and title to the Common Properties and common areas shall not pass to the Association until the Declarant records a deed conveying such title to the Association. During such periods after the initial and any amended Master Plan are recorded, but before such Common Properties or common areas are conveyed to the Association, Declarant may grant one or more easements to not-for-profit conservation and/or environmental associations restricting the later development and/or use of such Common Properties or common areas. Also, during such periods, the Association shall have full access to, and use of, all such Common Properties or common areas, subject to any reasonable temporary restrictions imposed by the Declarant relating to the safety of persons in construction areas or relating to protecting construction areas from damage or theft, and subject to the provisions of this Declaration relating to Common Properties. The Association shall reimburse the Declarant for any property taxes incurred by the Declarant on such Common Properties during such periods, and for the costs incurred by the Declarant during such periods in maintaining such Common Properties and insuring any portions of such Common Properties in which improvements have been completed. The Declarant shall convey title to each Common Property, free of any liens securing any indebtedness, within seven (7) years from the date each such Common Property is first shown as a "common area" on the initial or any amended Master Plan. The obligation of Declarant to convey the Common Properties to the Association as provided in this Section shall run with the land, and the Association shall have the right to specific enforcement of this obligation in any court of competent jurisdiction.

(b) Notwithstanding any other provisions of this Declaration, the Declarant reserves for (i) John C. Goodson, (ii) the spouse of John C. Goodson, and (iii) the lineal descendants of John C. Goodson (collectively, the "Goodson Family"), the non-exclusive, common use and enjoyment of the Common Properties for life without cost or expense and without responsibility for payment of any Assessments, whether annual or special, unless such member of the Goodson Family is the Owner of a Lot subject to assessment under this Declaration.

2.06 Dedication of Common Properties. The Declarant or the Association may dedicate portions of the Common Properties to Franklin County, Tennessee, or to any other local, state or federal governmental authority or public utility as may be determined to be

necessary of desirable for the operation and management of the Common Properties, and in accomplishing the purposes set forth herein.

ARTICLE III **COVENANTS, USES AND RESTRICTIONS**

3.01 Application. It is expressly stipulated that the restrictive covenants and conditions set forth in this Article III apply solely to the Property described in Exhibit A. These restrictive covenants and conditions are not intended to apply to any other lots, tracts or parcels of land in the area or vicinity, owned by the Declarant. Specifically, the Declarant, its successors or assigns, reserves the right to use or convey such other lots, tracts and parcels with different restrictions or with no restrictions.

3.02 Residential Use.

(a) All of the Lots in the Development shall be, and shall be known and described as, residential lots, and no structure shall be erected, altered, placed or permitted to remain on any Lot other than as provided in these covenants and restrictions and in supplements hereto. Moreover, the deed transferring a parcel to be used for residential purposes may, in the sole discretion of the Declarant, contain covenants and restrictions applicable specifically to the Lot being transferred in addition to the covenants and restrictions contained herein.

(b) The term "residential" refers to a mode of occupancy, as used in contradistinction to business or commercial or mercantile activity, and, except where otherwise expressly provided, "residential" shall apply to temporary as well as permanent uses, and shall apply to vacant Lots as well as to buildings constructed thereon.

(c) No Lot may be used as a means of service to business establishments or adjacent property, including, but not limited to, supplementary facilities or an intentional passageway or entrance into a business or another tract of land, whether or not a part of the Property, unless specifically consented to by Declarant or the Board in writing.

3.03 No Multi-Family Residences. No residence shall be designed, patterned, constructed or maintained to serve, or for the use of more than one single family, and no residence shall be used as a multiple family dwelling at any time.

3.04 No Business Use.

(a) No residence or other structure shall be designed, patterned, constructed or maintained upon any Lot for use in whole or in part for any business service or activity, or for any commercial purpose, nor shall any Lot be used for business purposes, or for trucks or other equipment inconsistent with ordinary residential uses, without the prior written consent of the Association, which approval shall require an affirmative vote of at least two-thirds (2/3) of the Owners. No panel, commercial or tractor trucks shall be habitually parked in driveways or overnight on streets in front of any of the Lots.

(b) Neither the foregoing nor any other section of this Declaration shall prevent the Declarant or any builder from constructing a house for use as a model home that may contain office-type furniture and be used for conducting the business of either selling that house or other houses or Lots within the Development, nor shall the foregoing or any other section of this Declaration prevent the Declarant from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Declarant and/or builders at the sole discretion of the Declarant.

(c) Nothing contained herein shall prohibit the Association from permitting or operating concessions or vending machines on the Common Properties.

3.05 Restrictions on Leases. No Lot or portion thereof, nor any structure on any Lot, shall be rented, leased or licensed by the Owner thereof to any person or entity, without the prior approval of the Association or the Declarant. In the event any Lot, portion thereof, or any structure thereon, shall be rented to a third party, such rental, lease or license agreement shall require the renter, lessee or licensee to comply with the provisions hereof, and the Owner shall assign to the Board the right to terminate such rental, lease or license agreement, and to evict the renter, lessee or licensee in the event such renter, lessee or licensee violates the terms of this Declaration and the Owner does not cure or cause to be cured such default within five (5) days after written notice of such default.

3.06 Set-backs.

(a) No building shall be erected on any Lot except within the set-backs established on the Master Plan or in the Design Guidelines or established by applicable zoning and subdivision laws and regulations. For the purposes of this covenant, open porches shall be considered as part of the building. Steps, walkways and driveways shall not be considered as a part of the building, provided, however, this shall not be construed to permit any portion of the steps, walkways and driveways to encroach upon another Lot. No provision of this paragraph shall be construed to permit any structure to be constructed and erected upon any Lot that does not conform to the zoning and subdivision laws and regulations applicable thereto.

(b) For good cause shown, an Owner may petition the Declarant or the Architectural Review Committee for a variance from any of the above set-back requirements. If the Declarant or the Architectural Review Committee grants such petition, the Declarant or the Association will not oppose such Owner's attempt to obtain a variance from applicable zoning and subdivision laws and regulations, if required.

3.07 Rearrangement of Lot Lines. Not more than one residence shall be erected or maintained on any one Lot. Contiguous Lots may be combined if the Lots have the same Owner for the purpose of erecting an approved residence thereon; provided, however, the assessments provided for herein will continue to be based upon the number of original Lots purchased. Lots may not be re-subdivided, **other than Declarant**, so as to create a smaller Lot than as shown on the original recorded plat. No re-subdivision may take place by any party, **other than Declarant**, without the written approval of the Architectural Review Committee.

3.08 Temporary Structures. No temporary structures (including tents, campers, recreational vehicles, and trailers) shall be permitted on any Lot, except in conjunction with construction of permanent structures (which shall be removed upon completion of such construction). However, neither the foregoing nor any other section of this Declaration shall prevent the Declarant from designating a Lot or Lots from time to time for the temporary placement of a trailer or other suitable structure for use as an office and/or sales center by the Declarant and/or builders at the sole discretion of the Declarant.

3.09 Completion of Construction. Any residence being erected on a Lot shall be completed within eighteen (18) months from the date of the pouring of the footings for said residence. During the construction of a residence upon a Lot, the builder shall keep all debris cleared from the street or streets bounding the Lot, and, before any residence is occupied, all debris must be removed from the entire Lot and any damaged curbs shall be repaired or replaced. Without the prior written approval of the Declarant or the Architectural Review Committee, no construction of any building, out building, or other improvements on the Lot shall be commenced prior to construction of the residence. No debris, old lumber or unsightly objects shall be moved onto any Lot in the Development at any time, including the period of construction of the residence thereon. The exterior of each dwelling shall be completed before its occupancy.

3.10 Utilities and Utility Easement. All utilities services shall be located underground up to the residence or to the improvements served. A perpetual easement is hereby reserved on each Lot for the construction and maintenance of utilities such as electricity, gas, water, sewerage, drainage, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

3.11 Frontal Appearance. All residences shall have conventional and acceptable frontal appearance from the main street fronting the Lot on which such residence is constructed.

3.12 Building Requirements. All residential buildings or structures of a permanent nature constructed on any Lot shall have full masonry foundations, and no exposed block, concrete or plastered foundations shall be exposed to the exterior above grade level. All exposed concrete block or poured concrete foundations and retaining walls must be covered with stone or brick to compliment the house. No residence shall be built using the following external materials: poured concrete or concrete block, aluminum or vinyl siding, false stucco (which shall include, but not be limited to Sto, Drivit, and EFUS), or other siding materials not approved by the Architectural Review Committee. All sheet metal work (roof caps, flashings, vents, chimney caps) must be painted to match the roof. Gutters and downspouts must be painted in approved colors. All roof stacks and plumbing vents must be placed on rear slopes of roofs; provided, however, that for good cause shown, the Declarant or the Architectural Review Committee may make exceptions as to the placement of such roof stacks and plumbing vents. Each residence shall be constructed by a contractor approved by the Declarant or the Architectural Review Committee. A list of such approved contractors may be maintained by the Declarant or the Architectural Review Committee and will be made available to any prospective purchaser of any Lot upon request.

3.13 Fences. No fences will be allowed on a Lot without the prior written consent of the Declarant or the Architectural Review Committee. All proposed fences must be submitted to the Declarant or the Architectural Review Committee showing materials, design, height and location.

3.14 Damage to Streets and Curbs. Any damage done to streets, curbs, gates, fences, or other Common Properties by the Owner of any Lot, or by a contractor, subcontractor, laborer or material supplier employed to construct a dwelling or other improvement on a Lot, will be repaired immediately at the expense of the Owner.

3.15 Signs. No signs shall be erected or maintained on any Lot, without the prior written consent of the Declarant or the Architectural Review Committee.

3.16 Service Area. Each home shall provide an area or areas on the rear or side yard of the Lot to accommodate air conditioner compressors, garbage cans, an electrical service entrance, propane or gas tanks, or other ancillary residential functions that by nature may present an unsightly appearance. Service areas shall be convenient to the utility services and screened from view by an enclosure that is an integral part of the site development plan, using materials and colors that are harmonious with the home it serves. All propane or gas tanks serving a home or other improvements shall be buried underground; provided, however, that for good cause shown the Declarant or the Architectural Review Committee may approve exceptions to this requirement.

3.17 Garages and Carports. Garages and carports shall be designed to be compatible with the architecture of the home.

3.18 Landscaping. A landscape plan shall accompany every new home application to the Declarant or the Architectural Review Committee.

3.19 Motorized Vehicles; Other Machine Noise; Animals.

(a) The use of motorized recreation vehicles within the Development shall: (i) be limited to side-x-side all-terrain vehicles (such as the Kawasaki Mule, John Deere Gator, and Yamaha Rhino, but not four-wheelers and other ATVs), and to golf carts, unless specifically approved by the Declarant or the Board; (ii) be restricted to clearly-marked roads and trails; (iii) not involve careless or reckless driving or speeding; (iv) not damage any areas or roads in the Development; and (v) not create any loud or unpleasant noise. All operators of such vehicles must be licensed drivers or be accompanied by an adult. All such vehicles shall be subject to noise level testing as follows:

Noise levels will be checked from a 20-inch distance, at a 45 degree angle from the exhaust pipe. 80 cc engines will be tested at 6,000 RPM, 125 cc engines will be tested at 5,000 RPM, 250 cc engines will be tested at 4,000 RPM, and engines with 500 cc or more will be tested at 3,000 – 3,500 RPM. The maximum noise level permitted under these testing conditions will be 80 dBa.

If the Board determines that an activity has violated any of the preceding provisions, the Owner shall forfeit the right to use said vehicles in the Development for a time period to be determined by the Board. An Owner's failure or refusal to abide by any part of these provisions will be deemed an "offensive activity" under Section 3.22 and a covenant violation subject to the enforcement provisions under "Violations and Enforcement," Section 3.40.

(b) No blowers, lawn mowers, trimmers, or other loud equipment shall be operated before 9:00 AM, or after 4:00 PM on weekdays, nor at any time on Saturdays and Sundays. This restriction does not apply to pasture maintenance equipment.

(c) No livestock shall be allowed or maintained on any Lot at any time, except that the keeping of horses and dogs, cats or other household and yard pets shall be permitted in reasonable numbers solely as pets for pleasure, provided that nothing herein shall permit the keeping of horses, dogs, cats or other animals for commercial purposes. The pet owner is at all times responsible for ensuring that their pet is in no way a threat or nuisance to other homeowners, their guests, or other pets. In the event that a pet bites, charges, or chases homeowners, their guests, or other pets, it will be deemed an "offensive activity," and a covenant violation and, as such, the Board may require that the pet be removed from the Development. The pet owners shall also install an electronic bark collar on any pet which consistently barks or makes loud noises. If the barking or loud noises persist, the pet owner shall have the pet removed from the Development. If the pet owner fails or refuses to abide by any part of this provision it will be deemed an "offensive activity" under Section 3.22 and a covenant violation subject to enforcement provisions under "Violations and Enforcement," Section 3.40.

(d) Horses, dogs, cats and other household and yard pets permitted hereunder on a Lot shall also be permitted on the Common Properties, subject to the terms and provisions of the Conservation Easement and further subject to reasonable rules and regulations adopted from time to time by the Declarant and/or the Board.

3.20 Zoning. Whether or not expressly stated in any deed conveying any one or more of said Lots, each conveyance shall be subject to existing governmental zoning and subdivision ordinances or regulations in effect thereon.

3.21 Unightly Conditions. All of the Lots in the Development must, from the date of purchase, be maintained by the Owner in a neat and orderly condition (grass being cut when needed, as well as leaves, broken limbs, dead trees, and other debris being removed when needed). Tree limbs, rocks and other debris must be kept out of the streets. In the event that an Owner of a Lot in the Development fails to maintain his Lot in a neat and orderly condition, Declarant, or its duly appointed agent, or the Board, or its duly appointed agent, may enter upon said Lot without liability and proceed to put said Lot into an orderly condition, billing the cost of such work to the Owner.

3.22 Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development. The Board shall have the authority

to impose fines against an Owner for noxious or offensive activities by any such Owner, his family, guests, agents, invitees, renters, lessees or licensees. For repeated incidental violations (such as loud motorized vehicles), such fines shall be \$50.00 for the first offense, but shall increase by \$50.00 each successive offense of the same nature. For persistent refusal to comply with architectural guidelines, or a decision of the Architectural Review Committee, or any other persistent noxious or offensive activity or condition, such fines shall be \$50.00 for the first day, increasing by \$5.00 per day until the activity ceases or the condition is corrected. All such fines shall accrue interest from the date of notice thereof until paid, at an annual rate equal to the Base or Prime Rate announced from time to time by Regions Bank in Nashville, Tennessee, plus five percent (5.0%), but in no event in excess of the maximum lawful rate permitted by applicable law. All such fines and interest shall become liens against any Lot(s) owned by such Owner and may be collected in accordance with the procedures for Assessments as set forth in Article VII below.

3.23 Detached Buildings/Horse Stalls.

(a) No detached garages, carports or outbuildings shall be permanently erected upon any Lot without the prior written consent of the Declarant or the Architectural Review Committee.

(b) A horse stall may be constructed upon a Lot, subject to the following conditions:

i. Only one (1) horse stall will be allowed on a Lot to accommodate up to two (2) horses,

ii. Any horse stall on a Lot shall only be used for the short-term keeping of horses, and

iii. All plans (including materials, design, height and location) for any horse stall on a Lot shall be submitted to and subject to the prior approval of the Declarant or the Architectural Review Committee.

3.24 Sewage Disposal. There shall not be erected, permitted, maintained or operated on any Lot any privy, cesspool, vault or any form of privy, except such sewage system as meets the requirements of all applicable governmental laws, regulations and codes. All dwellings shall be connected to a public sewer or shall have a septic tank and field lines of the type and quality approved by all applicable governmental authorities, and shall be located in the area designated and approved for such use on the Lot. Use of a Lot on a temporary or recreational basis shall require the Lot Owner to provide approved sanitary disposal systems, portable or otherwise.

3.25 Permitted Entrances. In order to implement and effect insect, reptile and woods fire control, and to maintain unsightly Lots, the Declarant or the Board, or their respective agents, may enter upon any Lot on which a dwelling residence has not been constructed and upon which no landscaping plan has been implemented, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the

reasonable opinion of the Declarant or the Board detracts from the overall beauty, setting and safety of the Property or Lots. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Declarant and its agents or the Board and its agents may likewise enter upon a Lot to remove any trash which has collected on said Lot without such entrance and removal being deemed a trespass. The provisions of this section shall not be construed as an obligation on the part of the Declarant and its agents or the Board and its agents to mow, clear, cut or prune any Lots or to provide garbage or trash removal services. All costs for such mowing, removing, cleaning, cutting or pruning shall be borne by the Lot Owner, and shall become a lien against the Lot and may be collected in accordance with the procedures for Assessments as set forth in Article VII below.

3.26 Plant Control. No trees or native plants shall be removed without the prior written approval of the Declarant or the Architectural Review Committee. The majority of the trees may not be removed from any Lot except in the pre-approved area of the Lot upon which the house and driveway are to be constructed, or in pre-approved areas where small gardens, lawns and playgrounds are to be utilized by the Lot Owner. Lot Owners are responsible to remove the debris from their Lots and the Common Properties that occur from the above stated activity. No non-native plants shall be planted without the prior written approval of the Declarant or the Architectural Review Committee.

3.27 Tanks and Garbage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and such tanks or receptacles may be installed only within a dwelling unit, or buried underground. All garbage and trash containers must be placed in enclosed areas of the rear or side yard and must not be unsightly, disorderly, in disrepair or offensive.

3.28 Wells. No private wells may be drilled or maintained on any residential Lot without the prior written consent of the Declarant or the Architectural Review Committee. All such wells shall be deep wells, which do not affect the water table or water shed of the lakes, ponds, creeks or streams within the Development.

3.29 No Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any dwelling or other structure on the Property or any Lot within the Development without the prior written consent of the Declarant or the Architectural Review Committee (which shall permit small, discreetly-located satellite dishes); nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with the reception of television or radio signals upon any other Lot or the Property. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Declarant from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems within the Development.

3.30 Excavation. No owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the Declarant or the Architectural Review Committee is obtained.

3.31 Sound Devices. No exterior speaker, horn, whistle, bell or other sound device which is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots within the Development. The playing of loud music from any patios, porches or balconies shall be offensive, obnoxious activity constituting a nuisance.

3.32 Laundry. No laundry shall be hung from any area within or outside a dwelling residence if such laundry is within the public view. This provision may, however, be temporarily waived by the Declarant or the Board during a period of severe energy shortages or other conditions where enforcement of this section would create a hardship.

3.33 Mailboxes. A uniform mailbox and a central mailbox location will be established in the Development. No individual mailbox shall be permitted.

3.34 Duty to Rebuild or Clear and Landscape Upon Casualty or Destruction. In order to preserve the aesthetic and economical value of all Lots within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape (with native plant materials), within a reasonable period of time, any building, structure, and improvement or significant vegetation which shall be damaged or destroyed by fire, or other casualty. Variances and waivers of this provision may be made only upon Declarant or the Board determining that the overall purpose of these restrictive covenants would be best effected by allowing such a variance. Variances to this section are to be strictly construed and the allowance of a variance by the Declarant or the Board shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

3.35 Vehicle Parking. Cars owned by Lot Owners shall be parked only in the Owner's garage, approved outbuilding, or driveway. No inoperable vehicle, tractor or other machinery shall be stored outside on the Lot at any time, even if not visible from the street. No house trailer or such vehicle shall be stored on the Lot. Parking of vehicles in any of the Common Properties is prohibited, except where specifically designated.

3.36 Maintenance. Each Lot Owner shall, at all times, maintain in good repair all structures located on such Lot, including driveways and permitted fences, and shall keep all vegetation and landscaping in good and presentable condition, using, to the extent reasonably possible, only organic pesticides and fertilizers.

3.37 Hunting and Fishing. There shall be no hunting or trapping of animals, game or water species, nor shall there be any target or trap shooting or discharge of firearms upon any Lot or Common Properties, except as may be permitted elsewhere in this Declaration or within those areas which from time to time may be designated and permitted as target or trap shooting areas by the Declarant or the Board and subject to rules and regulations imposed. Fishing shall be permitted in accordance with rules and regulations imposed by the Declarant or the Board. In all events, all safety and licensing laws, rules and regulations of governing authorities shall be adhered to by all Lot Owners and their guests or tenants.

3.38 Exterior and Security Lights. All exterior lighting of every kind must be approved by the Declarant or the Architectural Review Committee. No Owner shall place

exterior security lights (whether in trees, on poles, or otherwise) higher than the roof line of the structure being protected. No exterior lighting shall be permitted to shine directly onto any adjacent Lot or Common Property.

3.39 Use of Common Properties. An Owner may extend its right of use and enjoyment of the Common Properties and the appurtenances thereto to its immediate family members, guests and tenants, subject to reasonable regulation by the Declarant and/or the Board. The Declarant and/or the Board may adopt reasonable rules and regulations from time to time governing the use of the barn, the horse trails, the riding areas and the other areas comprising the Common Properties. A portion of the Common Properties is subject to the Conservation Easement. All portions of the Common Properties subject to the Conservation Easement shall be used in accordance with the terms, provisions, conditions and restrictions set forth in the Conservation Easement

3.40 Violations and Enforcement. In the event of the violation, or attempted violation, of any one or more of the provisions of the restrictive covenants set forth in this Article III or elsewhere in this Declaration, the Declarant, its successors or assigns, or the Board, its successors or assigns, or any parties hereinafter becoming Owners of any one or more of the Lots to which provisions of these restrictive covenants apply, may bring an action or actions against the Owner in violation, or attempting violation, of these restrictive covenants and the said Owner shall be further liable for such damages as may accrue, including any court costs and reasonable attorneys fees incident to any such proceeding, which costs and fees shall constitute liquidated damages. In the event of a violation of set-back lines, side, rear or front, which may be minor in character, a waiver thereof may be made by the Declarant, its successors or assigns, or the Board. Further, the Declarant or the Board may grant variances of the restrictions set forth in these restrictive covenants if such variances do not, in the reasonable judgment of the Declarant or the Board, adversely affect the purposes sought to be achieved hereby.

By reason of the rights of enforcement of the restrictive covenants set forth in this section being given unto Owners of Lots (subject to rights of variances reserved by the Declarant and the Board), it shall not be incumbent upon the Declarant or the Board to enforce the provisions of these restrictive covenants or to prosecute any violation thereof. Declarant shall not be responsible or liable for any violation of these restrictive covenants by any person other than itself.

ARTICLE IV
SPECIAL RESTRICTIONS AFFECTING
ALL LAKES AND WATERFRONT AREAS

4.01 Use of Lakes. The lakes designated as Common Properties within the Development shall be used for recreational and fishing purposes in accordance with the special restrictions set forth in this Article IV.

4.02 Lake Access. Access to the lakes designated as Common Properties shall be by way of designated easements and Common Properties, all as shown on the Master Plan. In addition, Owners of Lots bordering the lakes designated as Common Properties shall also have access by way of such Owner's Lot.

4.03 Restrictions on Watercraft. Except for service or maintenance purposes (a) no methods of propulsion for boats or crafts shall be allowed on the lakes, except paddles, oars, typical electric trolling motors or sails, and (b) no boat exceeding fourteen (14) feet in length, except for canoes and sculls, or having a capacity of more than four (4) persons, shall be permitted on the lakes.

4.04 Restrictions on Lake Structures. No structures of any kind shall be erected within the normal pool level of any lake, except by the Association. This applies to docks as well as any other type structure which might encroach within the normal level of the lakes. This regulation is intended to allow complete control by the Association of all structures which might intrude into the lake areas so that lake use can be devoted to the benefit of all entitled to their use, without undue interference from protruding docks or other structures.

4.05 Rules and Regulations. (a) Rules and regulations concerning fishing and fish population, protection and maintenance of the lakes, dams, levees and shorelines, and use of the lakes may be imposed and shall be controlled by the Declarant or the Board. These rules and regulations are intended to reserve exclusively to the Association the right to control the growth and health of the fish population; the type and growth of plants and algae; the determination of incompatible fish or bait to be excluded from the lakes; the type of any chemicals, fertilizers, fish food and foreign matters that can be used or not used; the size, number and type of fish and other aquatic species to be kept or returned to the water; restocking; and elimination of any excessive fishing or abusive-type methods by Lot Owners, their families or guests.

(b) All safety and licensing laws, rules and regulations of governing authorities and the Declarant or the Board concerning the use of the lakes within the Development shall be adhered to by all Owners, their families and guests, and other permitted users.

4.06 Easement for Entry Upon Lots for Maintenance, Repair or Cleaning of Lakes. The Association shall have the responsibility for maintaining, repairing, cleaning, correcting, repairing, dredging, clearing out, and/or draining the lakes as needed. In order to perform this function, the Declarant or the Board, or their authorized agents, may need to enter upon Lots fronting the lakes. A perpetual access easement for ingress and egress is therefore

reserved upon each waterfront Lot for the purposes described in this section. The foregoing access easement shall not entitle the holders to ingress or egress in, over, under or through any existing dwelling or other structure on a Lot, and any damage to a Lot resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person or entity exercising the use of the easement. The use of this easement shall not unreasonably interfere with the use of any waterfront Lots. Except in an emergency, entry onto any waterfront Lot shall be made only during reasonable hours and after reasonable notice to the Owner or occupant.

4.07 Suspension of Use of Lakes. In performing the functions described in Section 4.06 hereof, or for reasons of public safety, the Declarant or the Board shall have the authority to suspend the use of all or part of any lake by Lot Owners, their families and guests, for such periods of time as the Declarant or the Board may deem reasonably necessary.

4.08 Lake, Pond or Waterway Failure. In the event that a lake, pond, dam, levee or waterway shown on the Master Plan cannot be developed, or if developed, fails to retain water, the Declarant, in its sole discretion, may develop alternate plans for such lake, pond, dam, levee or waterway, including, without limitation, reclamation of the land used in the development of such failed lake, pond, dam, levee or waterway and reforestation of the reclaimed area.

4.09 No Private Ponds or Lakes. No private ponds, lakes, dams or levees shall be constructed on any Lot.

ARTICLE V **EASEMENTS**

5.01 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Properties, and between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association.

5.02 Easements for Access, Utilities, and Other Purposes. (a) There are hereby reserved unto Declarant, so long as the Declarant owns any of the Property, the Association, and the designees of each (which may include, without limitation, Franklin County, Tennessee, and any public or private utility company, but only under and to the extent of the express terms of this Declaration and any recorded easements in their favor granted by Declarant, so long as Declarant owns any of the Property, and thereafter by the Association) permanent access, construction and maintenance easements upon, across, over, and under all of the Property to the extent reasonably necessary for the purpose of installing, replacing, repairing, and maintaining cable systems, fiber optic systems, master television antenna systems, security and similar systems, roads, walkways, bicycle pathways, walking trails, horse

trails, lakes, ponds, dams, levees, wetlands, drainage systems, street lights, signage, and all utilities and communication systems, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, for or in connection with the Development, and for the purpose of installing any of the foregoing on property which it owns or within permanent easements designated for such purposes on the Master Plan for the Property. These easements shall not entitle the holders to construct or install any of the foregoing systems, trails, facilities, or utilities over, under or through any existing dwelling on a Lot, and any damage to a Lot resulting from the exercise of any of these easements shall promptly be repaired by, and at the expense of, the person or entity exercising the use of the easement. The use of these easements shall not unreasonably interfere with the use of any Lots. Except in an emergency, entry onto any Lot shall be made only during reasonable hours and after reasonable notice to the Owner or occupant.

(b) Declarant specifically grants to the local water supplier, electric company, telephone company, and natural gas supplier easements across the Property for ingress, egress, installation, reading, replacing, repairing, and maintaining utility meters and boxes used for Lots and Common Properties.

(c) Each Lot Owner shall have a perpetual, non-exclusive access easement upon, over and across the community trails, walking trails, horse trails, and other trails located on each Lot, as shown on the Master Plan, for ingress and egress to and from the Common Properties and such Owner's Lot. Such access easements are intended for the non-exclusive, common use and enjoyment of the Owners, immediate family members of the Owners, persons occupying dwelling places or accommodations of Owners on a guest or tenant basis, and visiting members of the general public (to the extent permitted by the Board of Directors of the Association). The cost and expense to maintain, repair and/or replace such access easements shall be a Common Expense.

5.03 Easements for Cross-Drainage. Every Lot and the Common Properties shall be burdened with easements for natural drainage of storm water runoff from other portions of the Property; provided, no person or entity shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner of the affected property.

5.04 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance pursuant to Article V hereof, and to inspect for the purpose of ensuring compliance with this Declaration, any Supplemental Declaration, the Bylaws, and rules, which right may be exercised by any member of the Board, the Association, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board, but shall not authorize entry into any single family detached dwelling without permission of the Owner, except by emergency personnel acting in their official capacities.

5.05 Other Easements. No Owner of any Lot may create or grant any easement or any other property right which would or might encumber such Lot without the prior written approvals of the Board and, so long as the Declarant owns any of the Property, the Declarant, in the reasonable discretion of each of said parties.

5.06 Utility Lines. Primary electric service and a water line with a meter will be supplied to the edge of the road next to each Lot or within utility easements appurtenant to each Lot. Whenever reasonably possible, the electric and water supply lines will be positioned at the common border of two adjoining Lots. Owners will be required, at the Owner's expense, to run underground electric and water lines from the edge of the road or the appurtenant utility easements to the improvements on each Lot, including furnishing and installing a transformer to reduce the electric voltage from the primary service voltage to residential service voltage ("secondary service"). On certain Lots, the distance from the designated building site on such Lot to the edge of the road or the appurtenant utility easements may exceed the maximum distance that secondary service can be run. In such cases, the primary service must be extended at the Owner's expense to a point where the primary service voltage can be reduced to secondary service. Without limiting other provisions of this Declaration relating to utility lines, it is intended that the Architectural Review Committee will require, to the extent reasonably possible, that utility lines connecting the improvements on such Lots to the source of electricity at the edge of the road or within the appurtenant utility easements shall be constructed along or near the side boundary line of a given Lot, in such location as the Architectural Review Committee may approve in writing, such that the transformer reducing the primary service voltage to secondary service can serve both such Lot and the adjoining Lot. Any Owner who subsequently constructs improvements on the adjoining Lot shall have a permanent easement to connect to the utility line at such transformer, provided that such Owner shall pay to the Owner who constructed the utility line (or such Owner's successor) one-half of all verified construction costs of installing the original primary service utility line and transformer (without interest). If the two Owners cannot agree upon the amount of the required payment, the payment due shall be determined by the Board upon the request of either party, and the Board's determination shall be final and binding on each party.

5.07 Restrictions on Use of Access Easements. Each Lot has been granted a separate thirty (30) foot access easement for ingress and egress from such Lot to Gudger Road or to McBee Lane, a public thoroughfare, as shown on the Master Plan. Each Owner of a Lot agrees that the access easement appurtenant to such Owner's Lot shall not be used for ingress and egress from such Owner's Lot to Gudger Road or to McBee Lane, or for any other purposes not otherwise permitted in this Declaration, so long as the roads contemplated for the Development are constructed by the Declarant, are deeded to the Association and designated in said deed as Common Properties, and are maintained and repaired by the Association as a Common Expense of the Association.

ARTICLE VI
ARCHITECTURAL CONTROL

6.01 Architectural and Design Review.

(a) In order to preserve, to the extent reasonably possible, the natural beauty of the Property and its setting, to maintain a pleasant and desirable environment, to establish and preserve a harmonious design for the Development, and to promote and protect the value of the Property, the Declarant or the Board shall establish Design Guidelines covering details of dwelling placements and designs, which shall be available for all Owners or prospective Owners of Lots.

(b) The Declarant shall have sole architectural and design reviewing authority for the Development until the Declarant or the Board has established an Architectural Review Committee in accordance with the Bylaws. When the Architectural Review Committee has been established, reviewing authority shall be vested in such Committee.

(c) No building, fences, exterior lighting, walls, swimming pools, children's play areas, decorative appurtenances, or structures of any type, shall be erected, placed, added to, or altered, and no trees or shrubs shall be cut or removed, and no grading shall be commenced until (i) the proposed building plans and specifications (including height, and composition of roof, siding, or other exterior materials and finish), (ii) plot plan (showing the proposed location of such building or structure, drives and parking areas), (iii) drainage plan, (iv) landscape plan and (v) construction schedule shall have been submitted to the Declarant or the Architectural Review Committee for approval at least thirty (30) days prior to the proposed date of construction. All plans shall be prepared by an architect or design firm approved by the Declarant or the Architectural Review Committee. A list of approved architects and design firms may be maintained by the Declarant or the Architectural Review Committee and will be made available to any prospective purchaser of any Lot upon request. In addition, any repainting of a substantial portion of the exterior of any structure on any Lot, in a manner not previously approved by the Declarant or the Architectural Review Committee, shall be subject to prior approval of the Declarant or the Architectural Review Committee as provided in the preceding sentence. The Declarant or the Architectural Review Committee shall give written approval or disapproval of the plans within thirty (30) days of submission of all required plans. However, if written approval or disapproval is not given within thirty (30) days of submission of all required plans, the plans shall be deemed to have been approved. Declarant or the Architectural Review Committee may, by written notice given from time to time to the Owners of Lots, exempt certain matters of a non-essential nature from the review requirements subject to the terms and conditions and for the time periods established by Declarant or the Architectural Review Committee. In the event of the completion of any residence on any Lot, without any proceedings having been instituted to enjoin the construction thereof, the said residence shall be conclusively presumed to have had such approval.

(d) The Declarant or Architectural Review Committee shall charge a fee for each application submitted for review. The amount of the fee shall be set by the

Declarant or Architectural Review Committee and shall be sufficient to cover any expenses incurred by the Declarant or the Architectural Review Committee, or any of its members, and to cover the expense incurred by the Declarant or the Association for any professional member of, or consultant to, the Declarant or the Architectural Review Committee or the Board, including, but not limited to, a consulting architect, contractor and/or engineer.

(e) The architectural and design review shall be directed toward compliance with the Design Guidelines and with the applicable Covenants of this Declaration, preventing excessive or unsightly grading, indiscriminate clearing of property, removal of native trees and vegetation, introduction of non-native plants, disruption of natural water courses, insuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the surrounding property and improvements thereon, and insuring that plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots.

(f) Home Water Systems will be designed and comply with Leadership in Energy and Environmental Design (LEED) "Neighborhood Development Rating System Standards for Green Construction & Technology: Reduced Water Use" or comparable standards.

6.02 Approval Standards. Approval of any proposed building plan, location, specifications or construction schedule submitted under this Article will be withheld unless such plans, location and specifications comply with the Design Guidelines and with the applicable Covenants of this Declaration and unless such construction schedule complies with the provisions of this Article. Approval of the plans and specifications by the Declarant or the Architectural Review Committee is for the mutual benefit of all Owners and is not intended to be, and shall not be construed as, an approval or certification that the plans and specifications are technically sound or correct from an engineering or architectural viewpoint, or of the structural stability, integrity or design of a completed improvement. Each Owner shall be individually responsible for the technical aspect of the plans and specifications for their compliance with all applicable laws, and for the structural stability, integrity and design of a completed improvement.

ARTICLE VII **ASSESSMENTS**

7.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed conveying a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to be subject to and to covenant and agree to all of the terms and provisions of this Declaration and the Covenants and to pay to the Association annual assessments and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Lot shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Lot. The annual and special assessments, together with such interest thereon and costs of

collection therefor as hereinafter provided, shall be a charge and continuing lien on the Lot and all of the improvements thereon against which each such assessment is made. Unpaid Assessments shall bear interest from due date to date of payment at an annual rate equal to the Base or Prime Rate announced from time to time by Regions Bank in Nashville, Tennessee, plus five percent (5.0%), but in no event in excess of the maximum lawful rate permitted by applicable law. In the event that two or more Lots are combined into a single Lot by an Owner, the Assessments will continue to be based upon the number of original Lots purchased.

7.02 Purpose of Assessments. The annual assessments levied by the Association shall be used solely for the payment of Common Expenses. The special assessments shall be used for the purposes set forth in Section 7.04 of this Article.

7.03 Amount of Annual Assessments.

(a) On or before the first day of December of each year, the Board (or the Declarant if the transfer of governing authority from the Declarant to the Board has not yet taken place as described in the Bylaws) will adopt a budget for the upcoming year. The budget will establish the total amount of annual assessments on all Lots in the Development. The amount of annual assessments for the individual Lots will then be determined in accordance with the Lot Assessment Table attached hereto as Exhibit C.

(b) On the first business day after the Board or the Declarant adopts the budget for the upcoming year (or as soon as reasonably practicable thereafter) the Board or Declarant shall mail a statement to each Lot Owner informing him of the amount of the annual assessment for his Lot and the due date for payment thereof.

(c) The amount of the annual assessments on all Lots may be increased or decreased by the affirmative vote of at least seventy-five percent (75%) of the Members who are in attendance or represented by proxy at any annual or special meeting of the Association duly called for such purpose. At any such meeting, the Declarant shall have the number of votes as provided in Section 4.02 of the Bylaws.

(d) Whenever additional land is added to the Development pursuant to Section 2.02 hereof, or whenever new Lots are created by re-subdivision pursuant to Section 3.07 hereof, the Lot Assessment Table will be amended to add a table for the new Lots and their numerical values as assigned by the Declarant. Such amendment will be made automatically, without the necessity of a vote of the Owners as required for other types of amendments as provided in Section 12.02 hereof.

(e) Notwithstanding anything herein to the contrary, the Declarant shall be assessed for only one-third (1/3) of the amount of the annual assessments determined in accordance with this section for each Unimproved Lot owned by the Declarant.

7.04 Special Assessments for Improvements and Additions.

(a) In addition to the annual assessments authorized by Section 7.03 hereof, the Association may levy special assessments for the purpose of defraying, in whole or

in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the approval of at least seventy-five percent (75%) of the vote of the Members who are in attendance or represented by proxy at any annual or special meeting of the Association duly called for such purpose. At any of such meetings, the Declarant shall have the number of votes as provided in Section 4.02 of the Bylaws.

(b) Except as modified in subsection (a) of this Section, the per-Lot amount of Special Assessments shall be determined in accordance with the same procedure and proportions described in Section 7.03 hereof.

(c) As with the annual assessments, the Declarant shall be assessed for only one-third (1/3) of the amount of the special assessments for each Unimproved Lot owned by the Declarant.

7.05 Property Subject to Assessment. Only land within the Property which has been subdivided into Lots, and the plats thereof filed for public record, shall constitute a Lot for purposes of the Assessments. Projected locations for future platted Lots shown on the Master Plan will not be subject to assessment, unless and until such locations are subdivided into Lots, filed of record, and subjected to this Declaration. Additions to the Property pursuant to Section 2.02 of this Declaration may be subjected to Assessments at such time, on such terms and conditions, and with such exemptions as determined by the Declarant, in its sole judgment.

7.06 Exempt Property. No Owner may exempt himself from liability for any assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Properties or by abandonment of his Lot in any other way.

7.07 Date of Commencement of Assessments.

(a) The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Declarant to be the date of commencement for annual assessments.

(b) The amount of the first annual assessment on a Lot shall be based pro-rata upon the balance of the calendar year and shall become due and payable on the closing of the Lot. The assessments for any year, after the first year, shall become due and payable the first day of January of said year; provided, however, that the Declarant or the Board may authorize payments of the annual assessments to be made in equal installments on a semi-annual, quarterly, or monthly basis.

(c) The due date of any special assessment under Section 7.04 hereof shall be fixed in the resolution authorizing such assessment.

7.08 Lien. Recognizing that the necessity for providing proper operation and management of the Property entails the continuing payment of costs and expenses therefor, the

Association is hereby granted a lien upon each Lot and the improvements thereon as security for the payment of all Assessments against said Lot, now or hereafter assessed, which lien shall also secure all interest accrued thereon and all costs and expenses, and reasonable attorney's fees, which may be incurred by the Association in enforcing the lien upon said Lot. The lien shall become effective on a Lot immediately upon the closing of that Lot. The lien granted to the Association may be foreclosed as other liens on real property are foreclosed in the State of Tennessee. Notwithstanding the Association's right to charge interest pursuant to Section 7.01 hereof, the failure by the Owner or Owners to pay any Assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

7.09 Sale or Mortgage of Lot. Whenever any Lot may be sold or mortgaged by the Owner thereof, which sale or Mortgage shall be concluded only upon compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Lot, shall furnish to the proposed purchaser or Mortgagee, a statement verifying the status of payment of any Assessment which shall be due and payable to the Association by the Owner of such Lot. Such statement may be executed by any officer of the Association, and any purchaser or Mortgagee may rely upon such statement in concluding the proposed purchase or Mortgage transaction, and the Association shall be bound by such statement.

In the event that a Lot is to be sold or mortgaged at the time when payment of any Assessment against said Lot shall be in default, then the proceeds of such purchase or mortgage shall be applied by the purchaser or Mortgagee first to payment of any then delinquent Assessment or installments thereof due to the Association before payment of any proceeds of purchase or Mortgage to the Owner of any Lot who is responsible for payment of such delinquent assessment.

In any voluntary conveyance of a Lot, the grantee(s) shall be jointly and severally liable with the grantor(s) for all unpaid assessments against the grantor(s) and the Lot made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee(s) to recover from the grantor(s) the amounts paid by the grantee(s) therefor.

7.10 Capitalization of Association. Upon acquisition of title to a Lot by the first Owner thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-half of the annual assessment per Lot for that year. In the event the annual assessment for that year has not been determined, then the annual assessment for the immediately preceding year will be used. In the event the annual assessments have not commenced and been determined at the time of closing of a Lot by the first Owner thereof other than the Declarant, then the amount of \$300.00 shall be used until the annual assessments have commenced and been determined. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into an account maintained by or for the benefit of the Association and used solely for the payment of Common Expenses.

7.11 Infrastructure Cost Recovery Fee. Upon acquisition of title to a Lot by the first Owner thereof other than the Declarant, a payment shall be made by or on behalf of the

purchaser to the Declarant in an amount equal to Ten Thousand Dollars (\$10,000.00). This amount shall be in addition to, not in lieu of, the annual assessment and the capitalization of the Association set forth in Section 7.10, and shall not be considered an advance payment of either amount. This amount is to reimburse Declarant for a portion of the infrastructure costs incurred by the Declarant in connection with each Lot, including, but not limited to, clearing of the Lot, installation of underground utilities in the Development, and construction of a basic driveway on the Lot.

ARTICLE VIII
MORTGAGES, MORTGAGEES AND PROCEDURES AND
RIGHTS RELATING THERETO

8.01 Register of Owners and Mortgages. The Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Lot to a third party, the purchaser or transferee shall, within thirty (30) days following such sale or transfer, notify the Association in writing of his interest in such Lot, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Lot. Further, the Owner shall, within thirty (30) days following obtaining such Mortgage, notify the Association of any Mortgage and the name of the Mortgagee on any Lot, and the recording information which shall be pertinent to identify the Mortgage and Mortgagee. The Mortgagee may, if it so desires, notify the Association of the existence of any Mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

8.02 Subordination of Lien to First Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of a First Mortgage on any Lot if, but only if, all Assessments with respect to such Lot having a due date on or prior to the date such Mortgage is recorded have been paid. In the event any such First Mortgagee (i.e., one who records a Mortgage on a Lot for which all Assessments have been paid prior to recording) shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such Mortgagee acquiring title shall only be liable and obligated for Assessments as shall accrue and become due and payable for said Lot subsequent to date of acquisition of such title. In the event of the acquisition of title to a Lot by foreclosure, deed in lieu of foreclosure, or judicial sale, any Assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

8.03 Amendments. No amendment to this Article VIII shall adversely affect the rights of any First Mortgagee whose Mortgage was recorded prior to the amendment unless such amendment is approved by the affirmative vote of at least seventy-five percent (75%) of the Mortgagees of which the Association has been notified in accordance with Section 8.01 (based upon one vote for each Lot on which a First Mortgage is held) and who vote within the period of time set by the Board, which shall be at least ten (10) days and no more than sixty (60) days.

8.04 Extension of Benefits to Other Mortgagees. The benefits of Sections 8.02 and 8.03 of this Article may be extended to Mortgagees not otherwise entitled thereto as approved by the Board and evidenced by a subordination agreement executed by the Board on behalf of the Association.

8.05 Mortgagees' Approval of Certain Actions. Unless at least seventy-five percent (75%) of the First Mortgagees of which the Association has been notified in accordance with Section 8.01 have given their prior written approval (based upon one vote for each Lot on which a First Mortgage is held) in accordance with and within the time periods set out in Section 8.03, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties owned, directly or indirectly, by the Association, except as otherwise permitted in this Declaration;

(b) Change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Lot Owner, except as otherwise permitted in this Declaration;

(c) By act or omission change, waive or abandon the Design Guidelines, or enforcement thereof, pertaining to the architectural design or exterior appearance of the residences, the maintenance of the Common Properties or the upkeep thereof, except as otherwise permitted in this Declaration; or

(d) Use hazard insurance proceeds for losses to any Common Properties for purposes other than the repair, replacement or reconstruction of such Common Properties, except as otherwise permitted in this Declaration.

8.06 Notice of Default to First Mortgagees. If requested by a First Mortgagee, the Association shall use reasonable efforts to notify each First Mortgagee of any default by the Mortgagor of a Lot in the performance of said Mortgagor's obligations under this Declaration, which is not cured within sixty (60) days following written notice of default given by the Association to such Mortgagor; provided, however, the Association shall incur no liability or obligation in the event it fails to do so.

8.07 Examination of Books. Each Owner and each Mortgagee of a Lot shall be permitted to examine the books and records of the Board and Association during regular business hours following reasonable notice to the Board.

ARTICLE IX

OWNER COMPLAINTS

9.01 Scope. The procedures set forth in this Article for owner complaints ("Owner Complaints") shall apply to all complaints of Owners regarding the use or enjoyment of the Property or any portion thereof or regarding any matter within the control or jurisdiction of the Association, including, without limitation, decisions of the Association or of the Board of

Directors of the Association.

9.02 Grievance Committee. There shall be established by the Board a grievance committee (referred to in this Article as the "Committee") to receive and consider all Owner Complaints. The Committee shall be composed of the President of the Association (unless the President is involved in the complaint, in which event the Vice President or another officer of the Association shall substitute for the President on such complaint) and two other Owners appointed by and serving at the pleasure of the Board of Directors.

9.03 Form of Complaint. All Owner Complaints shall be in writing and shall set forth the substance of the complaint and the facts upon which it is based. Owner Complaints are to be addressed to the President of the Association and sent in the manner provided in Section 12.03 for sending notices.

9.04 Consideration by the Committee. Within thirty (30) days of receipt of an Owner's Complaint, the Committee shall consider the merits of the same and notify the complainant in writing of its decision and the reasons therefor. Within ten (10) days after notice of the decision, the complainant may proceed under Section 9.05, but if complainant does not, the decision shall be final and binding upon the complainant.

9.05 Hearing Before the Committee. Within ten (10) days after receipt of notice of the decision of the Committee, the complainant may, in a writing addressed to the President of the Association, request a hearing before the Committee. Such hearing shall be held within thirty (30) days of receipt of complainant's request. The complainant, at his expense, and the Committee, at the expense of the Association, shall be entitled to legal representation at such hearing. The hearing shall be conducted before at least two members of the Committee and may be adjourned from time to time as the Committee in its discretion deems necessary or advisable. The Committee shall render its decision and notify the complainant in writing of its decision and the reasons therefor within ten (10) days of the final adjournment of the hearing. If the decision is not submitted to arbitration within ten (10) days after notice of the decision, as provided for in Section 9.06, the decision shall be final and binding upon the complainant.

9.06 Arbitration. If there shall be any dispute as to any issues of law or any material facts, either the Committee or the complainant may, at their option, within ten (10) days after notice of the decision as provided for in Section 9.05, submit the same to arbitration in accordance with the provisions for arbitration adopted by the American Arbitration Association by filing with the other party a notice of its intention to do so. The decision of the arbitrator shall be final and binding upon the complainant and the Committee. In the event of arbitration, each party shall bear one-half of the expense thereof, however, the expenses of the Committee shall be borne by the Association.

9.07 Exclusive Remedy. The remedy for Owner Complaints provided herein shall be exclusive of any other remedy, and no Owner shall bring suit against the Committee, the Association, the Board of Directors or any member of same in his capacity as such member without first complying with the procedures for Owner Complaints herein established.

9.08 Expenses. All expenses incurred by complainant, including, without limitation, attorneys' fees and arbitration expenses and the like, shall be the sole responsibility of complainant. All expenses of the Committee incident to such Owner Complaint shall be deemed a Common Expense of the Association.

ARTICLE X
REMEDIES ON DEFAULT

10.01 Scope. Each Owner shall comply with the provisions of this Declaration, the Covenants, the Bylaws and the rules and regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, guests, occupants, invitees, agents, renters, lessees and licensees.

10.02 Grounds for and Form of Relief. Failure to comply with any of the Covenants of this Declaration, the Bylaws, or the rules and regulations promulgated by the Board which may be adopted pursuant thereto shall constitute a default and shall entitle the Declarant or the Association to seek relief which may include, without limitation, an action to recover any unpaid Assessment, together with interest and expenses as provided for herein, any sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Declarant or the Association or, if appropriate and not in conflict with the provisions of this Declaration or the Bylaws, by an aggrieved Owner.

10.03 Judgment Interest and Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Declarant or the Association, if successful, shall, in addition to the relief provided for in Section 10.02, be entitled: (a) to charge and collect pre-judgment and post-judgment interest upon the amount of the judgment (including any awarded expenses) at an annual rate equal to the Base or Prime Rate announced from time to time by Regions Bank in Nashville, Tennessee, plus five percent (5.0%), but in no event in excess of the maximum lawful rate permitted by applicable law, and (b) to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall an Owner be entitled to recover such interest, costs or attorneys' fees.

10.04 Waiver. The failure of the Declarant, the Association or an Owner to enforce any right, provision, covenant or condition which may be granted herein, or the receipt or acceptance by the Association of any part payment of an Assessment, shall not constitute a waiver of any such breach, nor shall same constitute a waiver to enforce such right, provision, covenant or condition in the future.

10.05 Election of Remedies. All rights, remedies and privileges granted to the Declarant, the Association or an Owner pursuant to any term, provision, covenant or condition of this Declaration or the Bylaws shall be deemed to be cumulative and in addition to any and every other remedy given herein or otherwise existing, and the exercise of any one or more remedy shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to any such party at law or in equity.

ARTICLE XI
EMINENT DOMAIN

11.01 Board's Authority. If all or any part of the Common Properties (excluding personalty) is taken or threatened to be taken by eminent domain, the Board or the Declarant is authorized and directed to proceed as follows:

(a) To obtain and pay for such assistance from such attorneys, appraisers, architects, engineers, expert witnesses and other persons, as the Board or the Declarant, in its discretion, deems necessary or advisable, to aid and advise it in all matters relating to such taking and its effect, including, but not limited to (i) determining whether or not to resist such proceedings or to convey in lieu thereof, (ii) defending or instituting any necessary proceedings and appeals, (iii) making any settlements with respect to such taking or attempted taking and (iv) deciding if, how and when to restore the Common Properties.

(b) To negotiate with respect to any such taking, to grant permits, licenses and releases and to convey all or any portion of the Common Properties and to defend or institute, and appeal from, all proceedings as it may deem necessary or advisable in connection with the same.

(c) To have and exercise all such powers with respect to such taking or proposed taking and such restoration as those vested in boards of directors of corporations with respect to corporate property, including but not limited to, purchasing, improving, demolishing and selling real estate.

11.02 Notice to Owners and Mortgagees. Each Owner and each First Mortgagee on the records of the Association shall be given reasonable advance written notice of all final offers before acceptance, proposed conveyances, settlements and releases, contemplated by the Declarant or the Board, legal proceedings and final plans for restoration, and shall be given reasonable opportunity to be heard with respect to each of the same and to participate in and be represented by counsel in any litigation and all hearings, at such Owner's or Mortgagee's own expense.

11.03 Reimbursement of Expenses. The Declarant and/or Board shall be reimbursed for all attorneys', engineers', architects' and appraisers' fees, and other costs and expenses paid or incurred by it in preparation for, and in connection with, or as a result of, any such taking out of the compensation, if any. To the extent that the expenses exceed the compensation received, such expenses shall be deemed a Common Expense.

ARTICLE XII
GENERAL PROVISIONS

12.01 Duration. The Covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board, the Association, the Declarant or an Owner, their respective legal representatives, heirs, successors and assigns, and shall be effective for a period of ninety-nine (99) years following the Effective Date hereof.

After such time, this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing approved by at least seventy-five percent (75%) of the Members in the Association in accordance with Section 12.02 hereof has been duly recorded with the Recorder within the six (6) months preceding each extension to amend, in whole or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified therein.

12.02 Amendments. Except as otherwise provided herein, this Declaration may be amended only in accordance with the following procedure:

(a) An amendment to this Declaration may be considered at any annual or special meeting of the Association; provided, however, that, if considered at an annual meeting, notice of consideration of the amendment and a general description of the terms of such amendment shall be included in the notice of the annual meeting provided for in the Bylaws, and, if considered at a special meeting, similar notice shall be included in the notice of the special meeting provided for in the Bylaws. Notice of any meeting to consider an amendment shall also be sent to each Mortgagee listed upon the register of the Association.

(b) At any such meeting of the Members of the Association, the amendment must be approved by the affirmative vote of at least seventy-five percent (75%) of those Members who are in attendance or represented by proxy at the meeting. At any such meeting, the Declarant shall have the number of votes as provided in Section 4.02 of the Bylaws. Any amendment which adversely affects the rights of the Mortgagees must be approved by an affirmative vote of at least seventy-five percent (75%) of the First Mortgagees of which the Association has been notified in accordance with Section 8.01 hereof (based upon one vote for each Lot on which a First Mortgage is held) and who vote within the period of time set by the Board to vote, which shall be at least ten (10) days and no longer than sixty (60) days.

(c) An amendment adopted under Subsection (b) of this Section shall become effective upon its recording with the Recorder, and the President of the Association and Secretary of the Association shall execute, acknowledge and record the amendment and the Secretary shall certify on its face that it has been adopted in accordance with the provisions of this Section; provided, that in the event of the disability or other incapacity of either, the Vice President or other officer of the Association shall be empowered to execute, acknowledge and record the amendment. The certificate shall be conclusive evidence to any person who relies thereon in good faith, including, without limitation, any Mortgagee, prospective purchaser, tenant, lienor or title insurance company that the amendment was adopted in accordance with the provisions of this Section.

(d) The certificate referred to in Subsection (c) of this Section shall be in substantially the following form:

CERTIFICATE

I, John C. Goodson, do hereby certify that I am the Secretary of Myers Point Garden & Park Association,

Inc. and that the within amendment to the Declaration of Covenants, Conditions and Restrictions of Myers Point at Sewanee was duly adopted by the Members of said Association and the Mortgagees, if applicable, in accordance with the provisions of Section 12.02 of said Declaration.

Witness my hand this 1 day of October, 2010.



Secretary
Myers Point Garden & Park Association, Inc.

12.03 Notices. Any notice required to be sent to any Owner or Mortgagee under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner or Mortgagee on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, or the Declarant under the provisions of this Declaration shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Myers Point, L.L.C.
Attention: John C. Goodson
P.O. Box 219
Winchester, Tennessee 37398

The address for the Board, the Association, or any officer thereof may be changed by the Secretary or President of the Association by executing, acknowledging and recording an amendment to this Declaration stating the new address or addresses. Likewise, the Declarant may change its address by executing, acknowledging, and recording an amendment to this Declaration stating its new address.

12.04 Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

12.05 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

12.06 Use of Terms. Any use herein of the masculine shall include the feminine, and the singular the plural, when such meaning is appropriate.

12.07 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. Except as otherwise specifically provided herein, where this Declaration or the Design Guidelines requires the consent or permission of Declarant, the Association, the Board of Directors, the Architectural Review Committee, or any other person or entity, such consent or permission may be granted, denied, or withheld in the sole and absolute discretion of the person or entity whose permission is required. Further, all such consents and permissions must be obtained in writing in advance, and the granting of such consents and permissions may be subject to one or more limitations, restrictions, or conditions.

12.08 Law Governing. This Declaration is made in the State of Tennessee, and any question pertaining to its validity, enforceability, construction or administration shall be determined in accordance with the laws of that State.


12.09 Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only for ninety-nine (99) years from the Effective Date of this Declaration, or for such longer period as may be authorized from time to time by applicable law.

12.10 Use of the Words "Myers Point" or "Myers Point at Sewanee". No Person shall use the words "Myers Point" or "Myers Point at Sewanee" or any derivative or any other term which Declarant may select as the name of this Development or any component thereof in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Myers Point" or "Myers Point at Sewanee" in printed or promotional matter solely in a descriptive manner to specify that particular property is located within the Development, and the Association shall be entitled to use the words "Myers Point" or "Myers Point at Sewanee" in its name.

12.11 Effective Date. This Declaration shall become effective upon its recording with the Recorder.

IN WITNESS WHEREOF, the Declarant has executed, or caused to be executed by its duly authorized officer(s), this Declaration on the date first above written.

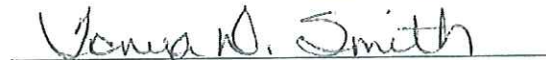
MYERS POINT, L.L.C., a
Tennessee limited liability company

By: 
John C. Goodson
Chief Manager

STATE OF TENNESSEE
COUNTY OF Franklin

Before me, Tonya D. Smith, a Notary Public of said County and State, personally appeared JOHN C. GOODSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager (or other officer authorized to execute the instrument) of MYERS POINT, L.L.C., the within named bargainor, a Tennessee limited liability company, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Chief Manager.

Witness my hand and seal, at Office, on this 1st day of October, 2008.


Notary Public

My Commission Expires:

3/16/2013



EXHIBIT A

Land lying and situate in the Eighteenth (18th) Civil District of Franklin County, Tennessee, and more particularly described as follows, to-wit:

Tract I (Medford):

BOUNDED on the South by Hutchinson and Ball; on the West by Myers and Jackann Corporation on the North by McBee and Gudger Cemetery Road; on the East by Gudger Road, more particularly described as follows:

BEGINNING at an iron pin in the West right-of-way line of Gudger Road, 25 feet from the centerline, said point being 1.7 miles South of Jumpoff Road and being the Northeast corner of R. Cranford Hutchinson, Deed Book 156, Page 316; thence South 71 degrees 47 minutes West along the North line of Hutchinson a distance 149.25 feet to an iron pin; thence South 9 degrees 12 minutes East along the Hutchinson line a distance of 172.25 feet to an iron pin; thence South 65 degrees 41 minutes West along the Hutchinson line, a distance of 634.46 feet to an iron pin driven in a concrete block; thence North 89 degrees 54 minutes West along the North line of J. K. Ball, Book 121, page 119, a distance of 1,160.0 feet to an iron pipe in the East line of W.C. Myers, Deed Book 93, Page 423; thence North 2 degrees 47 minutes East along the Myers East line a distance of 1,100.0 feet to an iron pipe, passing an iron pipe on line at 507.2 feet, said point being the Jackann Corporation Southeast corner, Deed Book 157, Page 489; thence North 2 degrees 50 minutes East along the Jackann Corporation East line a distance of 203.34 feet to an iron pipe, said point being in the South line of R. M. McBee; thence North 86 degrees 07 minutes East along the McBee South line a distance of 192.14 feet to an iron pipe; thence South 86 degrees 43 minutes East along the McBee South line a distance of 290.0 feet to an iron pipe; thence South 88 degrees 55 minutes East along the McBee South line a distance of 260.0 feet to an iron pipe in the West right-of-way of Gudger Cemetery Road said point being a point on a 114.23 foot radius curve; thence southeastwardly along said curve of Gudger Cemetery Road a distance of 205.64 feet with a chord bearing South 55 degrees 33 minutes 40 seconds East a distance of 178.97 feet to a point of tangency of said curve; thence meandering the South right-of-way line of Gudger, 25 feet from the centerline, thence North 72 degrees 52 minutes East a distance 118.61 feet to a point of curvature of a 122.25 foot radius curve; thence Northeastwardly along said curve a distance of 116.11 feet to a point of tangency of said curve; thence North 18 degrees 27 minutes East a distance of 51.56 feet to a point of curvature of a 89.95 foot radius curve; thence Northeastwardly along the said curve a distance of 73.81 feet to a point of compound curve at the Gudger Road intersection; thence Southeastwardly along a 21.74 radius curve a distance of 47.79 feet to a point in the West right-of-way of the Gudger Road intersection said point being 25 feet from the centerline of Gudger Road; thence meandering Southwardly along the right-of-way of Gudger Road as follows South 11 degrees 25 minutes West a distance of 44.34 feet to the point of curvature of a 63.24 radius curve; thence southeastwardly along said curve a distance of 116.09 feet to a point of tangency of said curve; thence North 86 degrees 14 minutes East a distance of 92.29 feet to a point of curvature of a 132.52 foot radius curve; thence Northeastwardly along said curve a distance of 36.74 feet to a point of tangency of said curve; thence North 70 degrees 21 minutes East a distance of 34.43 feet

to a point of curvature of a 50.76 foot radius curve; thence Northeastwardly along the said curve a distance of 19.84 feet to a point of tangency of said curve; thence South 87 degrees 15 minutes East a distance of 100.22 feet to a point of curvature of a 71.25 foot radius curve; thence Southeastwardly along said curve a distance of 98.82 feet to a point of tangency of said curve; thence South 7 degrees 47 minutes East a distance of 36.68 feet to a point of curvature of a 109.12 foot radius curve; thence southwardly along said curve a distance of 48.03 feet to a point of tangency of said curve, thence South 17 degrees 26 minutes West a distance of 28.80 feet to a point of curvature of a 236.69 foot radius curve; thence Southwardly along said curve a distance of 88.41 feet to point of tangency of said curve; thence South 3 degrees 58 minutes East a distance of 81.14 feet to a point of curvature of a 147.67 foot radius curve; thence Southwardly along said curve a distance of 59.07 feet to a point of tangency of said curve; thence South 18 degrees 57 minutes West a distance of 48.03 feet to a point of curvature of a 135.90 foot radius curve; thence Southwardly along said curve a distance of 94.09 feet to a point of tangency of said curve; thence South 20 degrees 43 minutes East a distance of 50.03 feet to a point of curvature of a 186.63 foot radius curve; thence Southeastwardly along said curve a distance of 132.68 feet to a point of tangency of said curve; thence South 61 degrees 27 minutes East 96.45 feet to a point of curvature of a 43.06 foot radius curve; thence Southeastwardly along said curve a distance of 24.62 feet to a point of tangency of said curve; thence South 28 degrees 42 minutes East a distance of 65.61 feet to the point of curvature of a 146.38 foot radius curve; thence Southeastwardly along said curve a distance of 10.62 feet to the point of beginning containing 47.14 acres, more or less.

LESS AND EXCEPT the following property as described in Book D342, Page 125, Register's Office for Franklin County, Tennessee:

BEING Lot No. 1 of the Minor Division of Property of the Goodson/Gudger Road Subdivision, a plat of which is recorded December 30, 2005 in Envelope No. 408A, Register's Office of Franklin County, Tennessee, to which plat reference is made for descriptive and location purposes. The plat particularly describes the property conveyed as follows, to-wit:

Beginning at a ½ inch iron pipe found in the West boundary of the 50 foot right-of-way of Gudger Road at the Southeast corner of the herein described tract, said point being further described as being the Southeast corner of the original Goodson tract and the Northeast corner of the Adams tract (Deed Book 230, Page 22), Thence from the POINT OF BEGINNING leaving Gudger Road with Adams' North boundary along an existing painted line South 73 degrees 57 minutes 23 seconds West, 149.23 feet to a 1 inch square tube found, Thence South 07 degrees 00 minutes 04 seconds East, 172.12 feet to a 1 inch square tube found, Thence South 67 degrees 53 minutes 08 seconds West, 634.63 feet to a capped rebar found at the Northern most corner of the Gooch tract (Deed Book 267, Page 559), Thence leaving Adams and Gooch and crossing the original Goodson tract with the following calls, North 48 degrees 48 minutes 56 seconds East, 111.13 feet to a #5 rebar set with a cap stamped Johnson Assoc, TN RLS #1632 (all such points herein after referred to as a capped rebar set), Thence North 36 degrees 01 minutes 43 seconds East, 181.27 feet to a capped rebar set, Thence North 44 degrees 53 minutes 16 seconds East, 282.43 feet to a capped rebar set, Thence North 63 degrees 06 minutes 20 seconds East, 113.00 feet to a capped rebar set, Thence North 14 degrees 49 minutes 14 seconds East, 160.85 feet to a capped rebar set in said Gudger Road, said point being located South 09 degrees 58 minutes 54 seconds East, 75.95 feet from the centerline intersection of Gudger Road and the Old Jackson

Mine Road, Thence with Gudger Road along a curve to the left having a radius of 213.44 feet, a delta angle of 28 degrees 48 minutes 38 seconds, a chord bearing of South 53 degrees 35 minutes 00 seconds East and a chord distance of 106.20 feet for an arc length of 107.32 feet to a capped rebar set at a point of reverse curvature, Thence along a curve to the right having a radius of 135.00 feet, a delta angle of 50 degrees 19 minutes 38 seconds, a chord bearing of South 42 degrees 49 minutes 31 seconds East and a chord distance of 114.81 feet for an arc length of 118.58 feet to a capped rebar set at a point of reverse curvature, Thence along a curve to the left having a radius of 85.00 feet, a delta angle of 21 degrees 49 minutes 03 seconds, a chord bearing of South 28 degrees 34 minutes 13 seconds East and a chord distance of 32.17 feet for an arc length of 32.37 feet to the POINT OF BEGINNING. Said tract contains 2.84 acres more or less as surveyed by Kurt M. Johnson, TN RLS #1632, dated August 19, 2005.

Being part of the same property conveyed to Myers Point, LLC, by deed of record in Book D347, page 381, Register's Office for Franklin County, Tennessee. Myers Point, LLC being one and the same entity as Myers Point, L.L.C.

Tract II (Myers):

Beginning at an iron pin corner set in the Northeast corner of the property here described; thence South 02 deg. 15 min. West 3672.30 feet to a T.C.I. iron pipe corner found; thence North 82 deg. 34 min. West 2,250.18 feet to a painted stone corner found; thence North 83 deg. 21 min. West 863.00 feet to a stone corner found; thence South 02 deg. 47 min. East 122.00 feet to a stone corner found; thence South 82 deg. 57 min. West 120.59 feet to an iron pin corner set; thence South 77 deg. 27 min. West 99.66 feet to an iron pin corner set; thence South 71 deg. 57 min. West 328.89 feet to an iron pin corner set; thence South 68 deg. 27 min. West 99.66 feet to an iron pin corner set; thence North 83 deg. 33 min. West 99.66 feet to an iron pin corner set; thence North 89 deg. 33 min. West 129.56 feet to an iron pin corner set; thence North 81 deg. 03 min. West 124.57 feet to an iron pin corner set; thence North 69 deg. 03 min. West 127.55 feet to a stone corner at 5 inch Hickory; thence North 10 deg. 50 min. West 161.52 feet to an iron pin corner set; thence North 60 deg. 50 min. West 131.23 feet to an iron pin corner set; thence south 84 deg. 09 min. West 112.05 feet to an iron pin corner set; thence South 74 deg. 40 min. West 80.76 feet to an iron pin corner set; thence South 57 deg. 10 min. West 128.21 feet to a 10 inch Hickory corner found; thence North 03 deg. 13 min. East 1118.93 feet to an iron pin corner set; thence North 86 deg. 47 min. West 1,299.50 feet to an iron pin corner set in old painted stump; thence South 03 deg. 13 min. West 682.00 feet to an iron pin corner set; thence North 30 deg. 48 min. West 108.19 feet to an iron pin corner set; thence North 42 deg. 18 min. West 96.97 feet to an iron pin corner set; thence North 59 deg. 03 min. West 93.68 feet to an iron pin corner set; thence North 63 deg. 03 min. West 76.52 feet to an iron pin corner set; thence North 41 deg. 18 min. West 148.43 feet to an iron pin corner set; thence North 41 deg. 03 min. West 172.84 feet to an iron pin corner set; thence North 39 deg. 18 min. West 200.54 feet to an iron pin corner set; thence North 22 deg. 18 min. West 118.74 feet to an iron pin corner set; thence North 05 deg. 12 min. East 163.60 feet to an iron pin corner set; thence North 15 deg. 48 min. West 94.34 feet to an iron pin corner set; thence North 20 deg. 18 min. West 120.06 feet to an iron pin corner set; thence North 12 deg. 48 min. West 130.62 feet to an iron pin corner set; thence North 06 deg. 42 min. East 99.61 feet to an iron pin corner set; thence North 04 deg. 42 min. East 168.22 feet to an iron pin corner set; thence North 22 deg. 18 min. West 162.28 feet to an iron pin corner set; thence North 18 deg. 18 min. West 59.37 feet to an iron pin corner set; thence North 07 deg. 48

min. West 199.23 feet to an iron pin corner set; thence North 51 deg. 48 min. West 153.71 feet to an iron pin corner set; thence North 01 deg. 58 min. West 562.71 feet to an iron pin corner set; thence South 83 deg. 53 min. East 2,486.61 feet to an iron pipe found; thence North 02 deg. 15 min. East 742.51 feet to a point; thence South 87 deg. 45 min. East 244.67 feet to an iron pin corner set; thence South 02 deg. 15 min. West 742.51 feet to an iron pin corner found; thence South 01 deg. 55 min. West 480.71 feet to an iron pipe corner; thence South 86 deg. 03 min. East 2,069.75 feet to an iron pipe found; thence North 03 deg. 54 min. East 592.68 feet to a stack of rocks corner found; thence North 02 deg. 15 min. East 727.38 feet to an iron pin corner set; thence South 86 deg. 49 min. East 2,158.61 feet to the point of beginning, according to survey of Frank M. Partin, Tenn. Reg. No. 932, and Charles E. Schaerer, Tenn. Reg. No. 700, dated August 19, 1985.

Being part of the same property conveyed to Myers Point, LLC, by deed of record in Book D347, page 381, Register's Office for Franklin County, Tennessee. Myers Point, LLC being one and the same entity as Myers Point, L.L.C.

Tract III (Bishop):

BEGINNING at a railroad spike in the center of Jackson Mine Road located approximately 800 feet southwest of Gudger Road along Jackson Mine Road, this rail spike is located South 88 degrees 13 minutes 30 seconds West 9.01 feet from an iron pin driven through a concrete block, the northwest corner of Brian J. Hogan Property described in Deed Book 250, page 303 in the Register's Office of Franklin County, Tennessee, and is in the south boundary of Clyde E. Medford Property described in Deed Book 200, page 92 in the Register's Office of Franklin County, Tennessee; thence, with Medford's south boundary South 87 degrees 15 minutes 41 seconds West 1106.13 feet to an iron pin; thence, with a blue painted line, South 01 degrees 01 minute 06 seconds East 691.59 feet to an iron pin on top of the bluff; thence, South 01 degree 01 minute 06 seconds East 7.55 feet to the edge of the bluff; thence, with the edge of the bluff, equivalent being, South 80 degrees 25 minutes 36 seconds East 85.60 feet, North 56 degrees 56 minutes 45 seconds East 116.77 feet, South 67 degrees 07 minutes 47 seconds East 101.19 feet, North 70 degrees 42 minutes 54 seconds East 38.67 feet, North 10 degrees 28 minutes 58 seconds East 64.83 feet, South 84 degrees 49 minutes 20 seconds East 73.97 feet, South 89 degrees 16 minutes 24 seconds East 161.19 feet, North 20 degrees 23 minutes 34 seconds East 144.66 feet and North 68 degrees 06 minutes 25 seconds East 71.76 feet to an iron rod in the center of Jackson Mine Road; thence, with the center of Jackson Mine Road, equivalent being, North 06 degrees 51 minutes 50 seconds West 88.35 feet to the point of curvature of a curve having a radius of 46.50 feet and a delta of 94 degrees 09 minutes; thence, around the arc of said curve 76.41 feet to the point of tangency of the curve; thence continuing with the center of Jackson Mine Road, equivalent being North 87 degrees 17 minutes 10 seconds East 124.44 feet, North 49 degrees 39 minutes 17 seconds East 95.46 feet, North 32 degrees 45 minutes 10 seconds East 149.20 feet, North 17 degrees 07 minutes 02 seconds East 76.26 feet, North 52 degrees 56 minutes 26 seconds East 79.40 feet, and North 18 degrees 52 minutes 50 seconds East 61.28 feet to the Point of Beginning, containing 12.577 acres.

Being the same property shown on that certain survey numbered B-11-43, prepared by B&K Associates Land Surveying, dated July 19, 1989, and updated on March 30, 1995.

Being the same property conveyed to Myers Point, L.L.C., by deed of record in Book D348, page 599, Register's Office for Franklin County, Tennessee.

Together with the appurtenant easements set forth and described in (i) Agreement for Dedication of Easement, of record in Deed Book 266, page 109, (ii) Agreement for Dedication of Easement, of record in Deed Book 296, page 613, and (iii) Agreement for Dedication of Easement for Access, of record in Deed Book 297, page 123, said Register's Office.

Tract IV (Adams):

Starting at a $\frac{3}{4}$ inch bolt in the center of Jackson Mine Road, said bolt is a northeast corner of John P. Adams property described in Deed Book 252, page 737 R.O.F.C.T.; thence with the boundary of George Bishop and John P. Adams S 40 deg. 47 min. 07 sec. West 185.03 feet to a point at the base of the top bluff, THE POINT OF BEGINNING of the tract herein described; thence, with the now boundary of John P. Adams S 44 deg. 29 min. 02 sec. West 198.23 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), S 74 deg. 20 min. 27 sec. West 74.80 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), S 60 deg. 45 min. 34 sec. West 77.56 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), S 63 deg. 48 min. 50 sec. West 99.98 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), S 66 deg. 06 min. 14 sec. West 103.43 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), S 79 deg. 03 min. 10 sec. West 130.47 feet to a $\frac{1}{2}$ inch capped rebar (RLS-1551), and S 79 deg. 03 min. 10 sec. West 2.88 feet; thence with John Goodson, an orange painted line, N 03 deg. 37 min. 54 sec. East 258.71 feet to a $\frac{5}{8}$ inch rebar at the base of the top bluff; thence, following the base of the bluff, straight line equivalents being N 85 deg. 47 min. 58 sec. East 178.26 feet, S 76 deg. 13 min. 16 sec. East 116.30 feet, North 50 deg. 54 min. 22 sec. East 97.89 feet and North 88 deg. 29 min. 12 sec. East 210.78 feet to the point of beginning containing 2.21 acres more or less.

The above described tract is shown on Michael A. Barry Survey Plat dated 10/24/05 and signed 11/4/05, RLS# 1551. This Plat is titled John P. Adams subdivision, a minor division. This Plat is recorded in Plat Envelope 407B in the Register's Office of Franklin County, Tennessee. The above described tract is subject to provisions and conditions set forth on this Plat.

Being the same property conveyed to Myers Point, L.L.C., by deed of record in Book D358, page 160, Register's Office for Franklin County, Tennessee.

Together with the appurtenant easements and rights-of-way described in the Warranty Deed, of record in Book D342, page 121, said Register's Office.

EXHIBIT B

BYLAWS

OF

MYERS POINT GARDEN & PARK ASSOCIATION, INC.

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BYLAWS
OF
MYERS POINT GARDEN & PARK ASSOCIATION, INC.

ARTICLE I
NAME

The following provisions shall constitute the Bylaws of MYERS POINT GARDEN & PARK ASSOCIATION, INC. (the "Bylaws"), a Tennessee nonprofit corporation (the "Association") which shall, along with the provisions of the Declaration of Covenants, Conditions and Restrictions for Myers Point at Sewanee, as the same may be amended, modified or supplemented from time to time (the "Declaration") and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of Myers Point at Sewanee, a residential development (the "Development"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

ARTICLE II
OFFICES

The principal office of the Association shall be located at

Myers Point Garden & Park Association, Inc.
P.O. Box 219
Winchester, Tennessee 37398

or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III
PURPOSES

The purposes of this Association shall be to provide for the establishment of a residents' association for the government of the Development in the manner provided by the Declaration, these Bylaws and in the Association's Charter (the "Charter"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Declaration, the Charter or these Bylaws but incidental to the stated aims and purposes; provided that any such activity shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986 and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All present or future Owners or tenants, or their agents, employees or contractors, or any other person who might use the facilities on the Development in any manner, shall be subject to the covenants, provisions or

regulations contained in the Declaration and these Bylaws, as amended, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

ARTICLE IV **THE MEMBERS**

4.01 Membership. The Declarant and every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Owner upon the conveyance of any Lot and recording of the deed of conveyance with the Recorder. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 Voting Rights. (a) Except as hereinafter provided in Section 4.02(b), Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners signs a proxy or purports to vote for his or her co-owners, such vote shall be counted unless one or more of the other co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, the vote shall be split equally among the co-owners.

(b) The Declarant shall be entitled to three (3) votes for each Unimproved Lot owned by Declarant.

ARTICLE V **THE BOARD OF DIRECTORS**

5.01 Board of Directors. Subject to Section 5.02 of this Article, the administration of the Property on behalf of the Association shall be conducted by the Board, which shall consist of five (5) natural persons of legal age, each of whom shall be an Owner or a member of the household of an Owner at all times during membership on the Board.

5.02 Declarant Performs Functions. The rights, duties and functions of the Board shall be solely exercised by Declarant or by a Board of three (3) natural persons appointed by the Declarant until such time as the Declarant, in its sole discretion, determines to call a special meeting of the Association to elect a Board to succeed Declarant or the Board appointed by the Declarant pursuant to Section 5.03 hereof. If not sooner called by the Declarant, the Owners may call a special meeting pursuant to Section 6.03 for the purposes of electing the first Board pursuant to Section 5.03 at any time following the date which is three (3) years following the Effective Date of this Declaration. Any person appointed to the Board by Declarant need not be an Owner or member of the household of an Owner, and each person appointed to the Board by the Declarant shall serve as a Board member for such term as

Declarant in its sole discretion shall determine.

5.03 Election. At each annual meeting, subject to the provisions of Section 5.02 hereof, the Association shall elect those members of the Board as required under Section 5.01 who shall serve the terms set out in Section 5.04; provided, however, the members of the Board elected to succeed the Declarant or the Board appointed by the Declarant shall be elected at a special meeting duly and specifically called for that purpose by the Declarant. The Board elected at that special meeting shall serve until the next annual meeting of the Association held thereafter. At least thirty (30) days prior to any annual meeting of the Association, the Board shall elect from the Association a Nominating Committee of not less than two (2) Owners (none of whom shall be members of the Board) which shall recommend to the annual meeting one nominee for each position on the Board to be filled at that particular annual meeting. Nomination for a position on the Board may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by five (5) or more Owners and by the nominee named therein indicating his willingness to serve as a member of the Board, if elected.

5.04 Term. Members of the Board shall serve for a term of two (2) years; provided, however, that three (3) members of the first Board elected by the Members at the annual meeting thereof shall be elected and shall serve for a term of one (1) year and the other two (2) members shall be elected and serve for a term of two (2) years. Thereafter, all Board members elected each year shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

5.05 Resignation and Removal. Any member of the Board may resign at any time by giving written notice to the President, the remaining Board members or the Manager. Any member of the Board may be removed from membership on the Board by the approval of sixty-seven percent (67%) of the votes of those Members of the Association who are in attendance or represented by proxy at any annual or special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a member, the disability of a member which, in the opinion of a majority of the Board, renders such member incapable of performing Board duties, or in the event a member shall cease to be an Owner. Whenever there shall occur a vacancy on the Board for any reason, the remaining Members shall elect a successor Member to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which time said vacancy shall be filled for the unexpired term, if any, by vote of the Members.

5.06 Compensation. The members of the Board shall receive no compensation for their services unless expressly provided for by the Association but shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.07 Powers and Authority of the Board. The Board, for the benefit of the Property and the Association, shall enforce the provisions of the Declaration, these Bylaws, and the rules and regulations governing the Property. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association:

(a) Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility services for the Common Properties.

(b) The services of a person or firm to manage its affairs (herein called "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Property, whether such personnel are employed directly by the Board or are furnished by the Manager. All persons employed to manage or assist in the management or maintenance of the Property shall be employed at the will of the Board; provided that a Manager may be employed for successive periods not exceeding a three (3) year term in each period. The Board may delegate any of its duties, powers or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as Manager.

(c) The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary or proper.

(d) Legal and accounting services necessary or advisable in the operation of the Property and the enforcement of this Declaration, these Bylaws, and any Rules and Regulations made pursuant thereto.

(e) Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

(f) A fidelity bond naming the Manager, and such other persons as may be designated by the Board as principals and the Board, the Association and the Owners as obligees, in an amount to be determined from time to time by the Board.

(g) Painting, maintenance, repair, replacement and landscaping of the Common Properties. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Owner, furnishings and equipment and other personal property for the Common Properties and to provide maintenance, repair and replacement thereof.

(h) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any Rules or Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Property or for the enforcement of the Declaration, these Bylaws, or the Rules and Regulations.

The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made as a Common Expense. The foregoing provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper.

5.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Common

Properties as may be necessary or convenient in the operation and management of the Common Properties, and in accomplishing the purposes set forth in the Declaration or herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Owners and as such shall manage, maintain and improve the Common Properties and also collect, conserve, allocate and expend money received from the Owners in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and the rules and regulations of the Association.

5.09 Meetings of the Board. Meetings of the Board shall be held at such places within or without the State of Tennessee as the Board shall determine. Three (3) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board. If all directors consent to taking such action without a meeting, the affirmative vote of the number of directors that would be necessary to authorize or take such action at a meeting is the act of the Board.

5.10 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any three (3) Board members.

5.11 Notice of Meetings. Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof to each of the other Board members by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.12 Waiver of Notice. Any members of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.13 Notice of Election. After the election of the Board to succeed the Declarant, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.14 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board.

5.15 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, each committee to consist of two (2) or more Owners appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board, by resolution duly adopted, shall appoint an Architectural Review Committee, which shall consist of not less than three (3) nor more than five (5) natural persons. Members of the Architectural Review Committee may, but need not, be Members of the Association. The Board may also rescind any such resolution by a further resolution duly adopted. The Declarant shall perform the functions of all special committees, including, without limitation, the Architectural Review Committee until such time as the Declarant, in its sole discretion, determines to call a special meeting of the Association to elect a Board to succeed Declarant or the Board appointed by the Declarant as provided in Section 5.02 hereof. Such special committee or committees shall have such name or names as may be determined from time to time by the Board. Such special committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Owners to fill vacancies on special committees.

5.16 Rules and Regulations. The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Common Properties and setting forth restrictions on, and requirements respecting the use and maintenance of the Common Properties. Copies of the rules and regulations shall be furnished to each Owner prior to the time the same shall become effective.

5.17 Limitation on Capital Additions, Etc. The Board shall authorize no structural alterations, or capital additions to, or capital improvements of the Common Properties, any of which require an expenditure in excess of Five Thousand Dollars (\$5,000.00) without approval of a majority of the votes of those Members who are present or represented by proxy at any annual or special meeting of the Association duly called for such purpose; or in excess of Ten Thousand Dollars (\$10,000.00) without approval of sixty-seven percent (67%) of the votes of those Members who are present or represented by proxy at any annual or special meeting of the Association duly called for such purpose; provided, however, that the Board shall have the power to make an expenditure in excess of such amounts for any such structural alterations, or capital additions to, or capital improvements of, the Common Properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the reasonable opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

5.18 Failure to Insist on Strict Performance Not Waiver. The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these By-Laws, or the rules and regulations, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI
THE ASSOCIATION; MEETINGS, OFFICERS, OTHER

6.01 Quorum. The presence in person or by proxy at any meeting of the Association of either a majority of the Owners of Lots subject to assessment under the Declaration or Owners (including the Declarant) entitled to cast a majority of the total Member votes, in response to notice to all Owners properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes which are represented at such meeting at which a quorum is present, in person or by proxy.

6.02 Annual Meeting. There shall be an annual meeting of the Association on the third Friday of June at 6:00 P.M. at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Owners: (i) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Owner; and (ii) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Owners who were not present at the annual meeting if not previously provided.

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special meetings may be called by a majority of the Board, or by at least thirty-three percent (33%) of the Owners by written notice delivered to all Owners not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

6.04 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer. The Declarant shall, in its sole discretion, designate individuals to fill these positions during the period that the Declarant is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Declarant need not be Owners, and may be removed and replaced by the Declarant at will. The Declarant shall determine the scope of the authority of each such designated officer. The same individual may simultaneously hold more than one (1) office in the Association, except the offices of President and Secretary.

Once a Board has been elected by the Members to succeed the Declarant pursuant to Section 5.03 hereof, the following provisions shall become applicable: Each officer

shall be required to be an Owner, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be an Owner, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) President. The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees.

(b) Vice-President. In the absence or inability to act of the President, the Vice-President shall perform the functions of the President.

(c) Secretary. The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

(d) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

ARTICLE VII **LIABILITY AND INDEMNIFICATION**

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Owners or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their representative capacities as such; (iii) have no personal liability in tort to an Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Common Properties, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including, without limitation, counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Owners or any

other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Owners on Behalf of All Owners. No suit shall be brought by one or more but less than all Owners on behalf of all Owners without approval of a majority of Owners and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Owners against other Owners, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Owners as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

7.04 Notice of Suit and Opportunity to Defend. Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Owners shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Owners shall be directed to such Owners, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Owners at their expense.

ARTICLE VIII **GENERAL PROVISIONS**

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by Declarant prior to the election of the first Board pursuant to Section 5.03 and thereafter by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented by proxy at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those provisions which are required to be contained herein by the laws of the State of Tennessee. At any such meeting the Declarant shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, after the election of the first Board, amendments to change the address of the principal office of the Association as stated in Article II and/or to change the address to which notices may be sent to the Board, the Association, or any officer thereof as stated in Section 8.03 may be made by the Board without the necessity of a vote by the Members of the Association. In the event of any such amendment by the Board to

change the address of the principal office of the Association and/or the address to which notices may be sent to the Board, the Association, or any officer thereof, the Secretary shall send a copy of the amendment to each of the Owners within a reasonable time after the adoption of the amendment. Amendments to these Bylaws shall not be required to be recorded with the Recorder's office but must be kept on file with the Declarant or the Secretary and available to all Owners upon written request.

8.03 Notices. Any notice required to be sent to any Owner under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

Myers Point Garden & Park Association, Inc.
P.O. Box 219
Winchester, Tennessee 37398

8.04 Conflict. In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

8.07 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours and following reasonable notice, be subject to inspection by any Member. The Declaration, the Charter, the Bylaws and the rules and regulations of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The undersigned as the Declarant of the Property hereby adopts the foregoing Bylaws of the Association, this 1 day of October, 2008. *JDG*

MYERS POINT, L.L.C.

By: 

John C. Goodson
Chief Manager

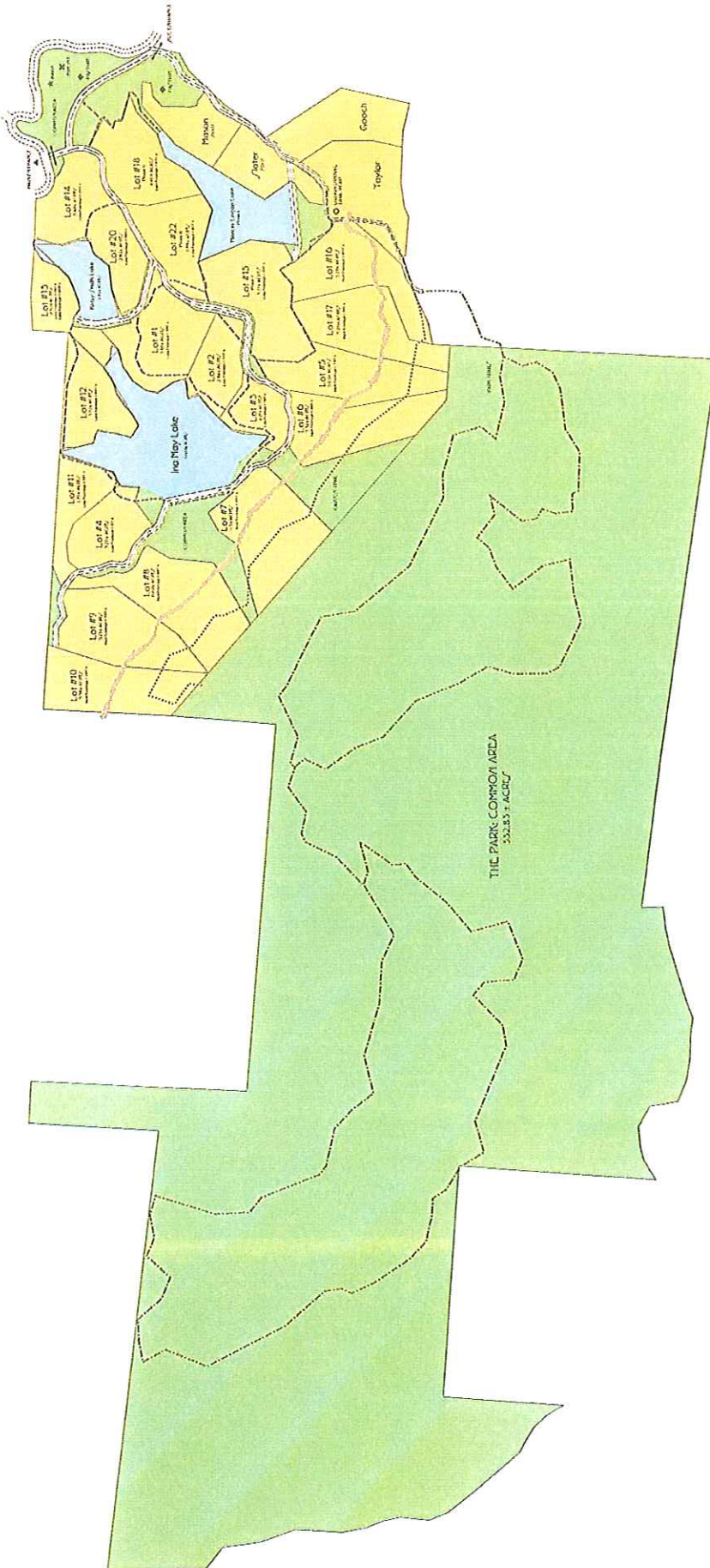
EXHIBIT C

Lot Assessment Table

For use in calculating annual and special assessments for individual Lots.

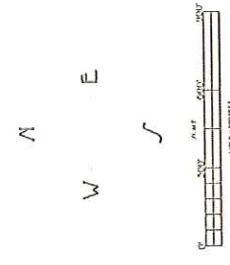
This calculation will be changed by the addition of Gooch, Crook and the re-subdivision by declarant of certain lots.

<u>Lot Number</u>	<u>Association % Assessment</u>
1	5.55%
2	5.55%
3	5.55%
4	5.55 %
5	5.55%
6	5.55%
7	5.55 %
8	5.55 %
9	5.55 %
10	5.55 %
11	5.55 %
12	5.55 %
13	5.55 %
14	5.55 %
15	5.55 %
16	5.55 %
17	5.55 %
18	5.55%



Legend

- The Park Common Areas
- The Community-Individual Homeowners
- Community Lakes
- Plym-Park Tract
- Park Tract
- Garden Tract
- Community Tract
- Child Lane
- ✕ Community Park PM
- ▲ Community Basin
- ▲ Road Cul-de-sac
- Home Station
- Park Tract Flood



BK/PG: D374/312-374
 10005286

63 PGS : AL - RESTRICTIVE COVENANTS		
LYDIA BATCH 62447	10/01/2010 - 10 45 AM	
VALUE	0.00	
MORTGAGE TAX	0.00	
TRANSFER TAX	0.00	
RECORDING FEE	315.00	
ARCHIVE FEE	0.00	
DP FEE	2.00	
REGISTER'S FEE	0.00	
TOTAL AMOUNT	317.00	

STATE OF TENNESSEE, FRANKLIN COUNTY
 LYDIA CURTIS JOHNSON
 REGISTER OF DEEDS