

Nick McBride
Register of Deeds
Knox County

This instrument prepared by:

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DECLARATION OF COVENANTS AND RESTRICTIONS
OF BROOKMERE

This **DECLARATION OF COVENANTS AND RESTRICTIONS OF BROOKMERE** ("Declaration") is made and entered into as of 10 October, 2019 by **HOMESTEAD LAND HOLDINGS, LLC**, a Tennessee limited liability company ("Developer").

Developer is the owner of certain real property located in Knox County, Tennessee, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").

Developer desires to create on the Property a residential community known as Brookmere (the "Subdivision"), consisting of detached single-family residences.

The Subdivision will have Common Areas for the use and benefit of all residents in the Subdivision. These Common Areas include the entry structure with landscaping, lighting, detention facilities, sprinkler systems, open spaces and mail center. Also included are the streetlights within the Subdivision.

Developer desires to provide for the preservation of the values in the Subdivision and for the maintenance of common facilities and, to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof.

Developer has deemed it desirable to create an entity to which should be delegated and assigned the powers of maintaining and administering the community and facilities, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created. In order to carry out such duties, Developer has incorporated under the laws of the State of Tennessee a non-profit corporation known as **BROOKMERE HOMEOWNERS ASSOCIATION, INC.**

NOW, THEREFORE, the Developer declares that the Property and all Lots which are a part thereof are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.



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REC'D FOR REC 10/10/2019 3:58:08PM
RECORD FEE: \$152.00
M. TAX: \$0.00 T. TAX: \$0.00

201910100025218

ARTICLE I
DEFINITIONS

1.1 The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

"Association" shall mean and refer to Brookmere Homeowners Association, Inc., a Tennessee non-profit corporation.

"Board of Directors" shall mean and refer to the Board of Directors of the Association.

"Bylaws" shall mean and refer to the Bylaws of the Association, as amended from time to time.

"Common Areas" shall mean all portions of the Property, and all buildings, improvements and structures located thereon and all easements, rights and appurtenances belonging thereto, other than the Lots or other improvements on a Lot, and all easements, rights and appurtenances belonging thereto shall be included as Common Areas. Common Areas shall include roads and streets, unless and until they have been accepted by the appropriate public authority for repair, maintenance and upkeep. The Common Areas may include, without limitation, entrance structures, walls, fences, medians, landscape islands, if any, in the rights-of-way of any streets within the Subdivision, curbs, sidewalks, utilities, signage for the Subdivision, lighting, landscaping, irrigation systems, drainage areas and pipes, storm ponds and detention facilities. The Commons Areas also include the community mail center, which will be operated and maintained by the Association.

"Developer" shall mean Homestead Land Holdings, LLC and its successors and assigns.

"Directors" shall mean and refer to a Director of or Member of the Board of the Association.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision of the Property with the exception of the Common Areas as heretofore defined.

"Maintenance Free Lots" shall mean and refer to Lots 1 through 26, 90 through 103 and 107 through 118, as shown on the Plat. There are a total of 52 Maintenance Free Lots.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II hereof.

"Owner" shall mean and refer to the owner, whether one or more persons or

entities, of the fee simple title to any Lot but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plat" shall mean and refer to that certain plat entitled "Brookmere" of record as Instrument No. 201910100025219, in the Register's Office for Knox County, Tennessee, and any new plats or surveys showing a revised division of the Property into Lots, additional phases, or reduction or addition of land which may hereinafter be recorded in said Register's Office.

"Property" shall mean and refer to the real property described in the recitals above, as depicted and shown on the Plat, together with all buildings, improvements, structures, rights of way and easements, whether now or hereafter located thereon or made appurtenant thereto. The Developer reserves the right to (i) reduce the real property in the Subdivision or (ii) add additional real property to the Subdivision and make any such property subject to this Declaration.

ARTICLE II

MEMBERSHIP, BOARD OF DIRECTORS, AND

VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every person or entity who is the owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a Lot and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes.

2.2 Voting Rights. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all those Owners described in Section 2.1 with the exception of the Developer (until the Developer's membership converts as provided below). Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 2.1. 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.

CLASS B. The Class B member(s) shall be the Developer, its successors and assigns. Class B members shall be entitled to ten votes for each Lot in which they hold the interest required for membership by Section 2.1. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the

Class A membership equal the total votes outstanding in the Class B membership, or (b) ten (10) years from the date this Declaration is filed of record in the Register's Office for Knox County, Tennessee.

If the Developer elects to add or annex additional Lots or property to the Subdivision as permitted hereafter, Developer shall have Class B membership in regard to such additional Lots or property on the same basis as outlined herein.

Said Class B membership shall be non-transferable except to the transferees of Developer's remaining interest in the Property and shall remain in the Developer, its successor or assigns, until such time as Class B membership terminates as provided in this Section 2.2. In the event more than one transferee acquires Developer's remaining interest in the Property, each transferee shall be a Class B member and shall be entitled to the voting rights and privileges set forth in this Section 2.2.

2.3 Votes Necessary for Action. Except as otherwise specifically required by the Declaration, the Bylaws, or applicable law, any action to be taken at a duly called meeting of the Members at which a quorum is present shall be binding on the Members upon the affirmative vote of a majority of the votes which may be cast at such meeting.

2.4 Board of Directors. The affairs of the Association shall be governed by a Board of Directors of not less than three (3) or more than five (5) members, to be elected annually by the Members. The members of the Board of Directors need not be owners of a Lot in the Subdivision. The Board of Directors may act in all instances on behalf of the Association, except as otherwise provided in this Declaration, the Bylaws or applicable law.

2.5 Maintenance of Common Areas. The Association acting by and through its Board of Directors shall have the right to engage and employ such individuals, corporations or professional managers for the purpose of managing and maintaining the Common Areas, performing its duties under this Declaration and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON AREAS AND DEVELOPMENT PLAN

3.1 Owners' Easements of Enjoyment. Subject to the provisions of Section 3.2, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

3.2 Extent of Owners' Easements. The rights and easements of enjoyment in and to the Common Areas created hereby shall be subject to the following:

- (a) Any rules and regulations reasonably adopted by the Association.

(b) The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Owners in and to the Common Areas.

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of rules and regulations reasonably adopted by the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas or areas to any public agency, authority, utility, municipality or other governmental entity for any reasonable purposes or the right of the Association to mortgage or convey the Common Areas, and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by two-thirds of the votes eligible to be cast by the Owners of each class of membership in the Association, with each class of Owners voting as a class.

(e) The rights of the Owners shall not be altered or restricted because of the location of the Common Areas in a phase or portion of the Subdivision in which such Owner is not a resident. Notwithstanding the phase or portion of the Subdivision in which the Lot is located, the Owners of such Lots shall be entitled to full use and enjoyment of all Common Areas as provided herein.

(f) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas.

3.3 Delegation of Use. Any Owner may delegate, in accordance with the Association's Bylaws, such Owner's right of enjoyment in the Common Areas to the members of such Owner's family, such Owner's tenants, or such Owner's contract purchaser, who reside on the Property.

3.4 Development Plan.

(a) Developer reserves the right, without prior approval of the Members or the Association, to subdivide, change the interior design and arrangement of, and to alter the boundaries of the Lots, as long as Developer owns the Lots to be altered and complies with all local laws and regulations.

(b) It is contemplated that the Lots may be developed in multiple phases. Any additional phases may be developed and subdivided into a separate development at a later time by Developer or included within this Development at the election of Developer. In addition, Developer may convey a portion of the Property to the Association.

(c) Developer, at its sole option, may elect, from time to time, to create and establish Common Areas. Nothing contained herein shall require Developer to establish or create any additional Common Areas. If Developer elects to establish any additional Common Areas, the initial cost of construction of such additional Common Areas shall be borne by the Developer. Notwithstanding the foregoing, Developer may change, delete, enlarge, reduce or otherwise modify the Common Areas as long as the Developer owns the Common Areas and so long as such changes are done in compliance with applicable laws and ordinances.

3.5 Title to Common Areas. The Developer may retain legal title to the Common Areas until such time as the Developer wishes to convey title to the Common Areas to the Association. Notwithstanding anything to the contrary in this Declaration, prior to the conveyance to the Association by the Developer of its right, title or interest in and to all, or any portion, of the Common Areas, the Developer shall have the obligation and hereby agrees to manage, maintain and insure against liability the Common Areas; provided, however, that the Developer shall be entitled to recover from the Association, and the Association shall pay to the Developer, a pro rata portion of the costs and expenses incurred by the Developer in managing, maintaining and insuring the Common Areas based on the number of Lots in Subdivision owned by Owners other than the Developer or its Affiliates over the total number of Lots in the Subdivision (not including the Common Areas). The cost incurred by the Association shall be paid by the Owners of the Lots in accordance with Article IV. At the point in time that the Developer conveys to the Association its right, title and interest in and to the Common Areas, or any portion thereof, the Association shall have the obligation to manage, maintain and insure against liability the Common Areas.

3.6 Parking Rights. The Developer shall have the absolute authority to determine the manner of parking within the Property and the manner in which vehicles may be parked on any Lot. At such time as the Association obtains authority over the Common Area wherein said parking is situated, it shall have the absolute authority to regulate the maintenance and use of the same.

3.7 Swimming Pool and Recreation Areas. Any swimming pool, club house, play ground or other recreation or play areas or equipment furnished by the Developer (collectively, the "Recreation Equipment") on the Common Areas or otherwise within or adjacent to the Subdivision, shall be used at the sole risk of the user. Neither the Developer, the Association nor any of their officers, directors, members, shareholders, agents or employees, shall be liable to any person or entity for any claim, damages, liability or injury relating to or arising out of the use of the Recreation Equipment. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to have released any and all claims of any kind, type or nature relating to or arising out of the use of the Recreation Equipment and accepted the terms of this Section 3.7. The use of the Recreation Equipment is subject to rules and regulations established from time to time by the Association, including, without limitations, rules addressing hours of use, appropriate dress and other matters. The Recreation Equipment, generally, and any

swimming pool specifically, is intended for family use and all users of the Recreation Equipment shall at all times dress and conduct themselves in a manner consistent with the presence of families and young children. Pursuant to Section 7.5, the Association shall provide general liability insurance relating to bodily injury, death or property damage resulting from use of the Recreation Equipment. Nothing contained herein shall require Developer to construct or furnish the Recreation Equipment.

ARTICLE IV **COVENANT FOR MAINTENANCE ASSESSMENTS**

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges determined in accordance with this Declaration; and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Upon default in the payment of such assessments, the Association is authorized and entitled to record a notice of lien claim in the Register's Office for Knox County, Tennessee, and to foreclose that lien claim by attachment and sale of the property through appropriate legal proceedings. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation, jointly and severally, of the person who was the Owner of such property at the time when the assessment fell due. The Association may bring an action in court to recover such assessment, together with interest, costs and reasonable attorney fees, from each person who was an Owner of such Lot at the time when the assessment fell due, which action may be brought in lieu or in addition to the filing or foreclosure of the lien pursuant hereto. The personal obligation or the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

4.2 Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and the beautification of the Subdivision and in particular for the acquisition, improvement, maintenance of properties, services, and facilities devoted to this purpose or for the use and enjoyment of the Common Areas (including all such costs relating to or arising out of the Recreation Equipment), including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance in accordance with this Declaration and the Bylaws, the employment of attorneys to represent the Association when necessary, the satisfaction of the maintenance, repair and mowing obligations of the Association in this Declaration, including those in Sections 6.2 and 6.3(b), and such other needs as may arise. The assessments shall not be specifically limited to the

Common Areas, but shall extend to and include the right and duty to maintain and repair the lighting, traffic signals and signs within or pertaining to the Subdivision, to the extent such street or lights are the property and/or responsibility of the Association and any common easements and driveways. The costs of operation and maintenance of street lights and lighting regardless of the location within the Subdivision and the proximity to the individual Lots, to the extent such lights are the property and/or responsibility of the Association, shall be borne equally and prorated as to each Lot without regard of the ownership; it being the intent of this requirement to insure the safety, enjoyment and security of the entire Subdivision.

4.3 Annual Assessment. The Developer shall have the right to determine and set the annual assessment each year for a period of seven (7) years from and after the date of this Declaration. The assessment shall be a sum reasonably necessary as deemed by the Developer to defray the expenses of the Association for such year and to otherwise satisfy the provisions of Section 4.2. From and after the expiration of the seven year period, the assessment may be adjusted upward or downward as herein provided. The annual assessment shall be payable in monthly or quarterly installments or a single annual installment as directed by the Developer, if the Developer has set the annual assessment, or by the Board.

Each purchaser of a Lot shall pay \$500.00 at closing to fund the Association, or such other amount as may be determined by the Association from time to time. Such amount shall be in addition to any other assessment required to be paid by Lot Owners.

The annual assessments described in this Section 4.3 shall also include, with respect to the Maintenance Free Lots only, the costs the Association incurs in mowing and mulching the Maintenance Free Lots as provided in Section 6.3(b), the costs thereof to be specially allocated to the Owners of said Maintenance Free Lots pursuant to Section 4.13 below.

4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4.3 hereof, the Association may levy in any year a special assessment applicable to the time period set forth in such special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or any other matter as determined by the Association; provided that any such assessment shall have the affirmative vote of at least sixty-six and two-thirds (66 2/3%) percent of the votes of the Members who are eligible to vote and are voting in person or by proxy at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, annual or lump sum basis as designated by the Association.

4.5 Changes in Basis and Maximum of Annual Assessments. The Board may change the maximum annual assessment and basis of the assessment fixed by Section 4.3 hereof prospectively for any period provided that any such change shall have the

assent of at least a majority of the Board of Directors.

4.6 Quorum for any Action Authorized Under Section 4.4. The quorum required for any action authorized by Section 4.4 hereof shall be as follows:

At the first meeting called for any action authorized in Section 4.4 hereof, the presence at the meeting of Members in person or by proxy entitled to cast fifty one (51%) percent of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

4.7 Commencement of Annual Assessments. The first annual assessment shall become due and payable on the first day of the month following the lapse of thirty (30) days from the date of the sale of the first Lot in the Subdivision. Thereafter as each person or entity becomes a member such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each owner of any change in the annual assessment or any special assessment and the due date of such assessment. Any assessment not paid within ten (10) days after the due date (the first day after such ten (10) day period shall be referred to as the "delinquency date") shall be delinquent. The requirement of notice shall be satisfied if such notice is given by regular deposit in the United States Mail to the last known address of each such owner.

The due date of any special assessment under Section 4.4 hereof shall be fixed in the resolution authorizing such assessment.

4.8 Effect on Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If any assessment is not paid prior to the delinquency date (as specified in Section 4.7 hereof), then such assessment shall become delinquent and shall, together with interest thereon and cost of collection, as hereinafter provided and subject to Section 4.9, become a continuing lien on the Owner's Lot which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or the highest rate permitted under law, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, may foreclose the lien against the Owner's Lot, or may take both such

actions, and there shall be added to the amount of such assessment reasonable attorneys fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys fees together with the costs of the action. An Owner may not waive or otherwise escape liability for the assessments provided for herein by claiming offsets, the abandonment of such Owner's Lot or for non-use of the Common Areas.

4.9 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior owner who was the Owner at the time such assessment accrued.

4.10 Exempt Property. The following property to the extent it is subject to this Declaration, shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local authority and devoted to public use; (b) all Common Areas as defined in Article I hereof; (c) all properties exempt from taxation by the laws of the State of Tennessee or United States Government upon the terms and to the extent of such legal exemption; and (d) all properties hereinafter acquired by reason of foreclosure or otherwise by any mortgage lender of the Developer.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

4.11 Assessment on Lots Owned by Developer. Neither the Developer nor any entity controlled by Developer or under common ownership with the Developer or owned in part by any principal owner of the Developer, including Saddlebrook Properties, LLC (each, an "Affiliate"), shall pay or be liable for the amount of any annual or special assessment for any Lot owned by Developer or such Affiliate, as applicable. This is in view of the fact that the Developer and its Affiliates will incur (1) all of the initial costs of constructing, building and installing the Common Areas and its improvements, incurring most of the initial maintenance costs of the same, and subsequently transferring said Common Areas to the Association free of cost, and (2) all of costs of the Developer's mowing obligations under Section 6.3(a). The exemption from paying assessments under the Declaration shall not affect an exempt party's status as a Member.

4.12 Books and Records. The books and records of the Association shall be kept in such a manner that is possible to determine and ascertain that (i) such sums are expended by the Association for development, improvements, maintenance and

upkeep of all Common Areas of the Association, and (ii) such sums are expended for the purposes set forth herein.

4.13 Special Allocation of Mowing Expenses. As more particularly provided in Section 6.3(b), the Association will mow and provide certain landscaping services for the yards of the Maintenance Free Lots. The costs the Association incurs in providing these services to the Maintenance Free Lots will be specially allocated to the Maintenance Free Lots on a pro rata basis based on the number of Maintenance Free Lots (i.e. since there are 52 Maintenance Free Lots, each Maintenance Free Lot will be allocated 1/52nd of the these maintenance costs). The allocated costs will be added to the annual assessments that the Owner of each Maintenance Free Lot is required to pay under Section 4.3 above.

ARTICLE V

ARCHITECTURAL REVIEW COMMITTEE

No building shall be erected, placed, altered (including, without limitation, any change of exterior color), or permitted to remain on any Lot until the building plans and specifications and a plan showing the location of the dwelling have been approved in writing by the Brookmere Architectural Review Committee (the "Architectural Review Committee") as to quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade level and elevation. The Architectural Review Committee shall be composed of three members appointed by the Developer. Members of the Architectural Review Committee need not be owners of a Lot in the Subdivision. A majority of the Architectural Review Committee may designate a representative to act for the Architectural Review Committee. In the event of the death or resignation of any member of the Architectural Review Committee, the Developer shall have the exclusive authority to designate a successor. In the event the said Architectural Review Committee or its designated representative fails to approve or disapprove such plans or specifications within thirty (30) days after the same have been submitted, as to the Lot for which plans and specifications were submitted to it, such approval shall be implied and no longer required and this covenant will be deemed to have been fully complied with. Further, such plans must be left with the Architectural Review Committee during the period of construction after approval. If no suit to enjoin the construction has been filed prior to completion thereof, approval will not be required and the covenant shall be deemed to be fully satisfied. The Developer shall continue to have the exclusive authority to appoint the Members of the Architectural Review Committee until such time as it shall in writing expressly confer such authority to the Association as provided in Article XI.

ARTICLE VI

MAINTENANCE

6.1 Owner Obligations. Each Owner (other than the Developer) of any Lot in the Subdivision, whether vacant or occupied, shall keep and maintain such Lot and the exterior of any and all improvements located on their Lot, with the exceptions of those

items, such as lawns, that the Association maintains, in a neat, attractive and safe condition and will execute any repairs or improvements in conformity to standards as established by the Architectural Review Committee. The Developer's sole obligation with respect to maintaining any Lot own by the Developer is set forth in Section 6.3(a) below.

In the event an Owner (other than the Developer) of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the front yard, the exterior of the building and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

6.2 Association and/or Developer Obligations. Except when such maintenance, repair and replacement is the obligation of the Developer pursuant to Section 3.5, the Association shall provide for the maintenance, repair and replacement of the Common Areas and the trees, shrubs, sidewalks, mailboxes, lampposts and other structures or improvements which may exist or hereinafter be constructed within the Common Areas as shown on the recorded Plat. In the event that the Developer or the Association, whichever party is responsible for such maintenance, repair or replacement pursuant to this Declaration, determines that the need for such maintenance, repair or replacement is caused in whole or in part through the negligent, willful or intentional acts or omissions of an Owner or the Owner's family, tenants, contract purchasers, guests, invitees or anyone permitted to be on a Lot by the Owner or the Owner's family, tenants, contract purchasers, guests or invitees, the costs of such maintenance, repair or replacement, to the extent such costs are not paid for by the insurance maintained by the Developer or Association, as applicable, shall be added to and become part of the assessment to which such Lot is subject and shall be collected in accordance with the terms of this Declaration.

6.3 Mowing.

(a) During the time Developer, or any entity under common ownership or control by Developer, owns a given Lot, Developer shall be obligated to mow the front, side and rear yards of such given Lot.

(b) After the Developer conveys a Maintenance Free Lot to a party other than an entity under common ownership or controlled by Developer, the Association shall mow and mulch (or top landscape beds with a material of the Association's choice) the front and side yards of such Maintenance Free Lot, and except as limited as follows, the Association shall mow and mulch (or top landscape beds with a material of the Association's choice) the rear yards of such Maintenance Free Lot. The Association shall have no obligation to provide any other services to the Maintenance Free Lots. The cost of all such services shall be paid by the Owners of

the Maintenance Free Lots in accordance with Article IV. The mowing obligations of the Association pursuant to this Section 6.3(b) do not include establishing the lawns or maintaining the sprinkler systems on each Maintenance Free Lot, which shall be the sole responsibility of each Lot Owner, but may include, if the Board of Directors so elects, the cost of maintaining landscaped areas on any Maintenance Free Lot. The Association shall have no obligation to maintain any landscaped areas until that election is made by the Board of Directors. Each Owner of a Maintenance Free Lot hereby grants to the Association, its agents, employees, successors and assigns, a permanent, non-exclusive easement to go on and over such Owner's Maintenance Free Lot for the purpose of allowing the Association to satisfy its obligations under this Section 6.3(b). In the event a Maintenance Free Lot's rear yard has been enclosed or access to the rear yard is otherwise obstructed, the Owner of that Maintenance Free Lot, at its sole cost and expense, shall be responsible for mowing, mulching and other maintenance to its rear yard. The Association may, at its option, elect to offer to Owners the opportunity to have the fence or obstructed rear yard mowed and mulched (or top landscape beds with a material of the Association's choice) by the company used by the Association for lawn service. The Association shall set the costs for any such services offered. Such costs shall be separate and apart from any assessment due under this Declaration or the Bylaws and shall be paid by the Owner in advance directly to the Association.

(c) The Association shall not be required to mow or mulch any portion of any Lot that is not a Maintenance Free Lot, and the Owner of said Lot shall be required to mow, mulch and otherwise maintain their Lot and the landscaping on their Lot at such Owner's sole cost and expense.

(d) The Association shall not be liable to any Owner or to the Owner's family, tenants, contract purchasers, guests, invitees or anyone permitted to be on the Lot by the Owner or the Owner's family, tenants, contract purchasers, guests or invitees for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of an alleged failure of the Association to take some action or perform some function required to be taken or discomfort or interruption arising from the maintenance, repairs, replacements or other actions which are the responsibility of the Association. The Association shall repair incidental damage to any Lot resulting from performance of work which was the responsibility of the Association.

ARTICLE VII

INSURANCE

7.1 Hazard Insurance. Each Owner shall obtain, and maintain in effect fire and appropriate extended insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the improvements located on the Lot owned by the Owner, which insurance shall be subject to such additional requirements as may be established from time to time by the Board of Directors or the Association by resolution. Such additional

insurance requirements may be set forth in agreements or other undertakings which the Board of Directors or Association may enter into with or for the benefit of holders or insurers of mortgages secured upon portions of the Property. The insurance may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association and, in the case of hazard insurance, first mortgagees of Lots. All such policies of insurance shall be written with a reputable company licensed to do business in the State of Tennessee. Any such insurance policies covering any Lot shall be required to be filed with the Association within thirty (30) days after the purchase of such insurance. Such Owner shall also promptly notify in writing the Association in the event such policy is canceled and/or modified.

7.2 Obligation to Repair and Restore.

(a) Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Lot, the insurance proceeds from any insurance policy covering a Lot or improvements on such Lot shall be first applied to the repair, restoration, or replacement of the improvements on such Lot. Each Owner shall be responsible for the repair, restoration or replacement of the improvements on each Lot owned by such Owner pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in such construction and then current generally accepted design criteria) be generally harmonious with the other Lots, and reconstruction must be consistent with plans approved by the Board of Directors or a subcommittee appointed by the Board of Directors. Reconstruction must be completed within eighteen (18) months of the loss or such greater period of time as approved by the Board of Directors.

(b) If the proceeds of the insurance are insufficient to pay for the costs of repair, restoration, or replacement of the improvements upon a Lot, the Owner of such Lot shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.

(c) If the insurance proceeds are in excess of the amount necessary for the repair, restoration, or replacement of the improvements upon a Lot, the Owner of such Lot shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any first mortgage covering such Lot.

7.3 Additional Insurance by Owners. Each Owner may obtain additional insurance at his or her own expense, provided, however, that (i) such policy or policies shall not be in contravention of such other insurance which from time to time shall be established by the Board of Directors or the Association and (ii) no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.

7.4 Association Rights. If any Owner fails to obtain the insurance required in this Article VII, or fails to pay the premiums therefor when and as required or fails to otherwise perform the obligations of an Owner under this Article VII, the Association may (but shall not be obligated to) obtain such insurance, make such payments for any such Owner and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the annual assessment of such Owner.

7.5 Casualty Insurance on Insurable Common Areas.

(a) The Association shall keep all insurable improvements and fixtures of the Common Areas (other than curbs, gutters, and other items not normally insured) insured against loss or damage by fire for the full insurance replacement costs thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure all other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association shall be common expenses included in the regular assessments made by the Association. Notwithstanding anything to the contrary set forth herein, the Developer and any mortgage lender of the Developer shall be named as an additional insured under the insurance required herein for so long as the Developer maintains any interest in the Subdivision and owns any Lot.

(b) When, pursuant to this Declaration, Developer is obligated to obtain and maintain insurance coverage on the Common Areas, Developer shall obtain and maintain such insurance as is required of the Association in Section 7.5(a) and such other insurance as the Developer may deem desirable, including such other real and/or personal property owned or to be maintained by the Developer.

7.6 Replacement or Repair of Common Areas. In the event of damage to or destruction of any part of the Common Areas improvements, the Association (or the Developer, as applicable) shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds, in addition to any other assessments.

7.7 Director's and Officer's Insurance and Liability Insurance. The Board of Directors of the Association or managing agent shall obtain and maintain, to the extent available, director's and officer's liability insurance and comprehensive general liability insurance for death, bodily injury and property damage arising out of or in connection with the use of the Common Areas by Owners, their guests and other users, in such

limits as the Board of Directors may from time to time determine to be appropriate, covering each member of the Association's Board of Directors, the managing agent, and each Owner and such additional coverage as the Board of Directors may from time to time determine is appropriate. Such liability insurance policy shall name the Developer and any mortgage lender of the Developer as an additional insured for as long as the Developer owns any Lot in the Subdivision, including the Common Areas.

7.8 Annual Review of Association Policies. All insurance policies maintained by the Association shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to satisfy the requirements of this Declaration. If requested by a mortgagee, duplicate originals of all policies and renewals thereof together with proof of premium payments shall be delivered to such mortgagees and at least thirty (30) days written notice shall be given to mortgagees prior to cancellation or substantial modification of such policies. The insurance shall be carried in blanket form naming as the insured party the Association as attorney-in-fact for all of the Owners as each Owner's interest shall appear.

ARTICLE VIII

GENERAL COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all Lots and to all Structures erected or placed thereon:

8.1 Residential Use. All Lots shall be restricted exclusively to single-family residential use. No Lot, or any portion thereof, shall at any time be used for any commercial, business, or professional purpose; provided, however, that nothing herein shall be construed to prohibit or prevent Developer or any Developer of residences in the Subdivision from using any Lot owned by Developer or such Developer for the purpose of carrying on business related to the development, improvement and sale of Lots in the Subdivision. No residence constructed on a Lot may be leased to a tenant for less than a minimum of a six (6) month term using market rate rents. Not more than one (1) dwelling house may be erected on any Lot.

8.2 Common Areas. The Common Areas shall be used only by the Owners and their agents, servants, tenants, family members, invitees, and licensees for access, ingress to and egress from their respective Lots and for such other purposes as many be authorized by the Association. There shall be no obstruction of the Common Areas.

8.3 Nuisances.

(a) No unlawful, noxious or offensive activities shall be carried on in any Lot, or upon the Common Areas, nor shall anything be done therein or thereon which, in the judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others or unreasonably interferes with other Owners' use of their Lots and/or the Common Areas.

(b) No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of an Owner's Lot so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

(c) All alarms or security systems with a siren, bell, or other auditory warning device shall have an automatic device to stop the siren, bell, or other device from sounding after a five (5) minute period of time.

8.4 Erosion Control. No activity which may create erosion or siltation problems shall be undertaken on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for the prevention and control of such erosion or siltation. The Architectural Review Committee may, as a condition of approval of such plans and specifications, require the use of certain means of preventing and controlling such erosion or siltation. Such means may include (by way of example and not of limitation) physical devices for controlling the run-off and drainage of water, special precautions in grading and otherwise changing the natural landscape and required landscaping as provided for in Section 8.5.

8.5 Landscaping. No construction or alteration of any structure or landscaping design on a Lot shall take place without the prior written approval by the Architectural Review Committee of plans and specifications for the landscaping to accompany such construction or alteration.

8.6 Temporary Buildings. No temporary building, trailer, garage or building under construction shall be used, temporarily or permanently as a residence on any Lot except as temporary sleeping or living quarters required or desirable for security purposes in accordance with plans and specifications thereof approved by the Architectural Review Committee. No contractor or developer shall erect on any Lot any temporary building or shed for use in connection with construction on such Lot without the prior written consent of the Architectural Review Committee.

8.7 Signs. No signs whatsoever (including but not limited to commercial and similar signs) shall, without the Architectural Review Committee's prior written approval of plans and specifications thereof, be installed, altered or maintained on any Lot, or on any portion of the Structure visible from the exterior thereof, except:

- (a) such signs as may be required by legal proceedings;
- (b) a sign indicating the Developer of the residence on the Lot;
- (c) a "For Sale" sign to be no larger than five square feet in area for the original sale of the property by the Developer.
- (d) directional signs for vehicular or pedestrian safety in accordance with plans and specification approved by the Architectural Review Committee.
- (e) Developer may place a "Sold" or "Sale Pending" sign on any Lot or house and leave signage up for a time period not to exceed one hundred eighty (180)

days following consummation of the sale of any completed house.

8.8 Setbacks. In approving plans and specifications for any proposed Structure, the Architectural Review Committee may establish setback requirements for the location of such Structure which are more restrictive than those established by the Plat. No Structure shall be erected or placed on any Lot unless its location is consistent with such setbacks.

8.9 Fences and Walls. In general, fences and walls (except those installed by the Developer or otherwise in this document) are not allowed in the Subdivision as they are often contrary to the architectural and landscaping concepts as well as the sense of community that is promoted. In the backyard area, fences will be permitted from an approved set of fencing types adopted for use by the Architectural Review Committee. No fence or wall of any kind shall be erected, maintained, or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications and location for such fences and walls. No fence or wall may be built on a Lot in an area or in a manner that changes the topographical grade of the Lot or impedes the drainage of stormwater over and across the Lot and the surrounding areas. An Owner that constructs a fence or wall in violation of this Section 8.9 shall be liable for the cost and expense of all damages caused by such construction, including the removal of any such fence or wall and the remediation of the Lot and the surrounding land.

8.10 Roads and Driveways. No road or driveway shall be constructed or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications. Specifications shall include the proposed materials to be used in constructing such roads and driveways. The Developer will work with each homeowner to establish location, configuration and materials for road and driveways, subject to the approval by the Architectural Review Committee. Parking spaces, garages, and the driveway to garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape, and compatibility with surrounding improvements. All home-sites shall have a driveway of stable and permanent construction of at least ten (10) feet in width. Unless prior approval is obtained from the Architectural Review Committee, all driveways must be paved with concrete or such other material approved by the Architectural Review Committee.

8.11 Antenna. In the event that antenna, satellite dishes or other such devices are required to be allowed upon Lots by any valid governmental rule or regulation, then the Architectural Review Committee shall have the authority to restrict the location, size, placement and type of such devices to reduce the visual impact of such devices as much as possible, and to the extent permitted under law such devices will not be permitted to be placed in any location visible from the street. Further, the Architectural Review Committee may require screening or landscaping to conceal such devices from the street and neighbors. Before any such device may be placed upon any Lot, the Lot Owner must submit plans to the Architectural Review Committee for its consideration and approval as required for any other structure.

8.12 Clotheslines. No outside clotheslines shall be placed on any Lot.

8.13 Recreational Vehicles and Trailers. No trailer, trailer house, boat, or recreational vehicle shall be parked on any Lot or on any of the streets. While nothing contained herein shall prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction, the use, appearance and maintenance of such a building or trailer must be specifically approved by the Architectural Review Committee prior to its being moved onto the construction site.

8.14 Recreational Equipment and Pools. Swimming pools, spas, recreational and/or playground equipment are permitted subject to the Architectural Review Committee's approval of plans and specifications of structures. Pools must be in ground and constructed of gunite or fiberglass. Trampolines are not permitted on any Lot.

8.15 Accessory Structures. The Architectural Review Committee shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any Lot, and construction of an accessory structure may not be commenced until complete final plans and specifications shall have been submitted and approved by the Architectural Review Committee in accordance with the provisions of these covenants. All additions of this sort must be located in the "Backyard Area".

8.16 Mailboxes. All mailboxes will be located in a community mail center that is maintained by the Association.

8.17 Improvements of Lots. All construction of dwellings, accessory structures and all other improvements in the Subdivision shall be undertaken and completed in accordance with the following conditions:

(a) All construction shall be carried out in compliance with the laws, code rules, regulations and orders of all applicable governmental agencies and authorities.

(b) All single-family residences constructed on the Lots shall be "traditional" in style. The determination of whether or not a residence is "traditional" shall be decided by the Architectural Review Committee in its sole and uncontrolled discretion.

(c) Concrete or concrete block or cinder block shall not be used as a building material for the exposed exterior surface of any dwelling or accessory structure constructed or placed on any Lot, except for retaining walls when approved by the Architectural Review Committee, and there shall be no chain-link fence or fences or walls of any other material which the Architectural Review Committee determines to be incompatible with dwellings or other structures in the Subdivision.

(d) No lumber, bricks, stones, cinder blocks, scaffolding, mechanical devices, or any other material or devices used for building purposes shall be stored on

any Lot except for purposes of construction of a dwelling or accessory structure on such Lot, nor shall any such building materials or devices be stored on any Lot for longer than the length of time reasonably necessary for the construction in which such materials or devices are to be used.

(e) No exposed, above ground tanks for the storage of fuel or water or any other substances shall be located on any Lot other than apparatus relating to solar energy, the location and design of which must first be approved by the Architectural Review Committee.

(f) All garages must have doors approved by the Architectural Review Committee and each garage door must be coordinated with the dwelling to which it is appurtenant. Garage doors shall be kept in working order and shall be kept closed when not in use.

(g) No window air conditioning unit may be located in any part of any dwelling or accessory structure.

(h) Any screen porch which is part of any dwelling or accessory structure must have a dark color screen, and no bright color silver finish screens may be used.

(i) Any construction on a Lot shall be at the risk of the Owners of such Lot and the Owner of such Lot shall be responsible for any damages to any curbing or sidewalks resulting from construction on such Lot. Any damage to any section(s) of the sidewalk must be repaired by replacing completely all sections affected. Repairs of such damage must be made as soon as reasonably possible but in no event not more than thirty (30) days after completion of such construction.

(j) Utility Service. No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy, shall be constructed or placed on any homesite unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on building, or other approved improvement. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the Architectural Review Committee. In addition, all gas, water, sewer, oil, and other pipes for gas or liquid transmission shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

(k) Refuse and Storage Area. Garbage and refuse shall be placed in containers and shall be capped and containers in such a manner that they are inaccessible to animals. The containers shall be concealed within the garage. Garbage pick up will be contracted thru the Association and assessed accordingly.

(l) Lawn Furnishings. No bird baths, ponds, water features, flag poles, lawn sculptures, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any homesite without prior approval of the Architectural Review Committee.

(m) Lighting. All exterior lighting shall be consistent with the charter

established in the Subdivision and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up lighting or down lighting. No color lens or lamps are permitted.

8.18 Animals. No animals, including birds, insects, and reptiles, may be kept on any Lot unless kept thereon solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No Owner or occupant of a residence on a Lot shall be permitted to have more than three pets of the same species at any one time, and all pets shall be kept inside the residence except when being walked with a leash or contained in a fenced-in backyard. No structure for the care, housing or confinement of any animal shall be constructed, placed or altered on any Lot.

8.19 Water Supply. No individual water supply system shall be permitted on any Lot without the prior written approval of the Architectural Review Committee. If such approval is given, such system must be located, constructed, and equipped in accordance with the requirements, standards and recommendations of federal, state and local public health authorities, and all necessary approvals of such system as installed shall be obtained from such authorities at the sole cost and expense of the Owner of the Lot to be served by such system.

8.20 Trees and Shrubs. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level, no flowering trees or shrubs, nor any evergreens on any Lot may be removed without prior approval of the Architectural Review Committee unless located within ten (10) feet of the approved site for a dwelling or within the right-of-way of driveways or walkways. This provision shall not apply to damaged or dead trees which must be removed due to an emergency.

8.21 Building Construction Standards.

(a) Exterior Materials. Finish building materials shall be applied consistently to all sides of the exteriors of buildings. Exterior materials shall be approved by the Architectural Review Committee.

(b) Exterior Colors. Finish colors shall be applied consistently to all sides of the building. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property.

(c) Exterior Trim and Decorations. Exterior window and door trim and similar decorations shall all be the same color and materials, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible with the architectural detail of the exterior walls. Reflective glass is prohibited.

(d) Roofs. Roofing materials must be a minimum of a 30-year architectural dimensional shingle. Roof pitch must be 6/12 or higher. Variances on roof pitches must be approved in advance by the Architectural Review Committee. Metal

roofing, slate, or simulated slate roofing will be approved subject to being architecturally adaptable and subject to Architectural Review Committee approval.

(e) Window Treatments. All interior window treatments such as drapes and blinds shall have a solid light colored appearance from the exterior and are subject to approval by the Architectural Review Committee.

8.22 Landscaping and Open Space Standards.

(a) Site Design and General Landscaping Concepts. The architectural design and the site planning of the Subdivision is intended to be that of a traditional architectural style. Building setbacks, site amenities and landscape improvements for each individual Lot as well as the entire community are intended to create an overall feeling of unity, consistency and harmony. The community atmosphere will be created by requiring the consistent use of materials and architectural styles described herein as well as disallowing fences and walls that define individual lots. The guidelines and restrictions herein are intended to maintain the design intent of the Developer and sustain the attractive aesthetic appearance of the community.

(b) Any homesite which shall have been altered from its natural state, shall be landscaped according to plans approved by the Architectural Review Committee. All shrubs, trees, grass, and planting of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly materials. Landscaping as approved by the Architectural Review Committee shall be installed no later than thirty (30) days following completion of any building with weather permitting.

(c) Landscaping and Site Improvements. Landscaping and site beautification is required within certain areas of each Lot. In keeping with the desire to maintain a generally consistent community appearance, some restrictions will apply.

(d) Side Yards. These area are located parallel to the house and side property lines. Planting in this area must not restrict access/movement between front and rear property areas.

(e) Mulch. All areas within homesites not covered with pavement, buildings, shrubs, mulch or ground cover or sod shall be covered with ground cover approved by the Architectural Review Committee.

(f) Irrigation. No automatic sprinkler systems shall be erected, installed, maintained or altered on any Lot without the prior written approval of the Architectural Review Committee.

8.23 Sidewalks, Walkways, Patios, and Decks. The Developer approved Landscape Designer will provide design consultation and plans for sidewalks and patios as part of the services for the remainder of the Lot. Special design requests such as swimming pools, spas, fountains, or the extraordinary features will become part of the scope of the work if requested by the homeowner, but will be paid for separately by the Lot Owner.

8.24 Recreational Equipment. No swimming pools, basketball goals, recreational and/or playground equipment of any kind shall be erected, installed,

maintained, or altered on any Lot without the prior written approval of the Architectural Review Committee of plans and specifications for such structures. Except for basketball goals, which must be located in the front yard of a Lot adjacent to the driveway, all additions of this sort must be located in the "Backyard Area". No above ground clubhouses, forts, dollhouses, tree houses or trampolines of any type are permitted. No temporary or portable basketball goals are permitted.

8.25 Alteration and Subdivision of Lots. An Owner (other than the Developer) must have prior written approval of the Board of Directors before subdividing a Lot, combining Lots or altering in any way the boundary of a Lot. Such actions shall also require the approval of the Planning Commission of the Town of Farragut. After a Lot Owner (a) receives the prior written approval of the Board of Directors to combine Lots and (b) records a plat approved by the Planning Commission showing such combination (the "New Lot"), the New Lot shall be subject to only one assessment (instead of multiple assessments representing the former multiple Lots) and likewise, the Lot Owner is entitled to only one vote (instead of multiple votes for the former multiple Lots). Mere alteration of a boundary line shall have no effect on the number of assessments or number of votes of the respective Lot Owner.

ARTICLE IX **EASEMENTS**

9.1 Easements and other restrictions in conformity with and as shown upon the recorded Plat of the Subdivision are expressly reserved for the Developer, the Association and their representatives, agents, employees, contractors, successors and assigns, for the overall development of the Subdivision, and no additional easements, rights of way or rights of access shall be deemed granted or given to any person or entity over, across, upon or through any Lot unless (a) prior written permission is granted by the Developer or the Association or (b) as set forth in this Declaration.

9.2 All Owners grant a permanent easement to and for the benefit of an adjoining Owner or the Association for any minor encroachment over said Owner's boundary line to connect fences and walls of the same or substantially similar type, size, height and construction.

9.3 All Owners grant a permanent easement to the Association over and across all lawn and landscaped areas of any Lot for the purpose of maintaining all lawns which are a part of Lots and providing such other services as the Association may elect to provide from time to time.

9.4 All Owners grant the Developer, Saddlebrook Properties, LLC and their respective agents, employees, contractors, successors and assigns, and any future builders in the Subdivision, an easement to place construction materials on their Lot for a temporary period of time in connection with the improvement of any adjoining or nearby Lot. Any damage caused to said Lot by such storage or placement of construction materials shall be repaired by the party responsible for the damage.

9.5 The Developer and the Association have a reasonable right of entry upon any Lot, the Common Areas and any other part of the Property to make emergency repairs, fulfill their obligations under this Declaration, conduct any other maintenance, care, repair, replacement or other actions as authorized under this Declaration, to exercise the easement rights created, granted or reserved in this Declaration or the Plat, and to do such work as reasonably necessary for the proper maintenance, architectural continuity, welfare, safety and operation of the Subdivision (but the Developer and Association shall have no duty to do so). A perpetual non-exclusive easement for access, ingress and egress upon each Lot, the Common Areas and any other part of the Property is hereby created, granted and reserved to the Developer, the Association and their respective agents, employees, contractors, successors and assigns for such purposes.

ARTICLE X

WAIVER AND MODIFICATION

Developer hereby reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions or covenants contained herein as to any part of the Subdivision then owned by Developer and with the consent of the Owners as to any other Lot in the Subdivision. Developer shall have the further right before a sale to change the size of or locate or relocate any Lots, streets, or roads shown on any of the plats of the Subdivision.

ARTICLE XI

ASSIGNMENT OR TRANSFER

Any or all of the rights and powers, titles, easements and estates reserved or given to Developer in this Declaration may be assigned to any one or more persons, corporations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights and powers, and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Developer and Developer shall thereupon be released therefrom.

In the event the Developer assigns the rights reserved and granted to the Developer in this Declaration to one or more persons or entities, the transferees of such rights shall have a pro rata share of such rights based on those Lots and corresponding Common Areas so transferred.

In the event any mortgage lender of the Developer becomes the fee owner of any Lot, any aspect of the Common Areas or any other component of the Property subject to the Declaration by reason of foreclosure or otherwise, such mortgage lender shall succeed to and be entitled to exercise the rights reserved and granted to the

Developer in this Declaration without having to execute any written instrument.

ARTICLE XII

FUTURE ADDITIONS

The Developer can add and annex any land outside the Property to the Subdivision by executing and recording a Declaration of Annexation or an Amendment to this Declaration in the Register's Office for Knox County, Tennessee. The Developer may create Lots and Common Areas through phasing on the additional land so annexed so that such annexed property is subject to this Declaration. Developer may also elect, in its sole discretion, to develop the additional real property as a separate development subject to different or no covenants, conditions, restrictions and easements. These actions may be done without the consent of the Members, provided Developer satisfies any applicable legal or governmental requirements.

ARTICLE XIII

TERM

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them until January 1, 2040, at which time said covenants shall be automatically extended for successive periods of ten years unless otherwise amended pursuant to Article XVI.

ARTICLE XIV

ENFORCEMENT

If the parties hereto or any of their heirs and assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Association or any Owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

ARTICLE XV

SEVERABILITY

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

ARTICLE XVI

AMENDMENTS

The covenants, conditions and restrictions set forth herein may be amended at any time and from time to time by an amended declaration signed by the current Owners of not less than seventy-five percent (75%) of the Lots in the Subdivision;

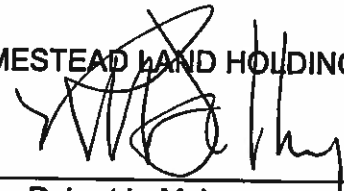
provided, any such amendment must have the approval of and be signed by the Developer so long as the Developer owns a Lot in the Subdivision. Any amendment will not be effective until it is recorded in the Register's Office for Knox County, Tennessee.

Notwithstanding the foregoing, the Developer shall have the unilateral right at any time and from time to time to amend this Declaration, the Charter and the Bylaws of the Association, and the Rules and Regulations and to file new plats and surveys showing additional phases and/or revised division of the Property into Lots so as to (a)(i) conform with applicable laws, governmental regulations, statutes and municipal planning commission standards, (ii) meet the requirements of lending institutions and agencies associated with the Subdivision so that the development and said documents are "approved," (iii) correct any inconsistencies, errors or inadequacies therein, (iv) more particularly resubdivide the Property into Lots (by legal description if necessary), or (v) exercise of the rights of the Developer as set forth in this Declaration, including, without limitation, the rights granted to Developer under Articles III, XI, XII and XVI.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Homestead Land Holdings, LLC, a Tennessee limited liability company, has caused this Declaration of Covenants and Restrictions of Brookmere to be executed as of the date set forth above.

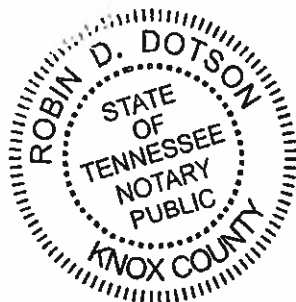
HOMESTEAD LAND HOLDINGS, LLC


By: 
Robert L. Mohny,
Managing Member

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared ROBERT L. MOHNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to the Managing Member of Homestead Land Holdings, LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself Managing Member.

Witness my hand and seal, this 10th day of October, 2019.




Notary Public

My commission expires: 3/31/2021

Exhibit A
Legal Description of the Property

TRACT I (CLT NO. 152-044.00):

SITUATED in the Farragut West district of Knox County, Tennessee, without the corporate limits of the City of Knoxville, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at an iron pin set in the eastern right of way of Virtue Road, corner to Fox Den Country Club (Plat Cabinet L, Slide 184-C; Warranty Book 1894, page 372); thence leaving Fox Den Country Club, and with the eastern right of way of Virtue Road, the following seven (7) calls and distances: 1) South 80 deg. 49 min. 14 sec. West, 149.88 feet to an iron pin set; 2) with a curve to the right, said curve having a radius of 145.00 feet, an arc length of 143.50 feet, and a chord bearing and distance of North 70 deg. 49 min. 43 sec. West, 137.71 feet to an iron pin set; 3) North 42 deg. 28 min. 41 sec. West, 133.19 feet to an iron pin set; 4) with a curve to the left, said curve having a radius of 2030.00 feet, an arc length of 89.96 feet, and a chord bearing and distance of North 43 deg. 44 min. 51 sec. West, 89.95 feet to an iron pin set; 5) North 45 deg. 01 min. 01 sec. West, 586.91 feet to an iron pin set; 6) with a curve to the right, said curve having a radius of 1970.00 feet, an arc length of 192.25 feet, and a chord bearing an distance of North 42 deg. 13 min. 16 sec. West, 192.18 feet to an iron pin set; and 7) North 39 deg. 25 min. 32 sec. West, 22.41 feet to an iron pin set, corner to Lot 115, Block A, Sugarwood Subdivision, Unit 4 (Plat Cabinet K, Slides 206-B and 206-C); thence leaving the eastern right of way of Virtue Road, and with Lots 115, 114, 113 and 112, North 53 deg. 50 min. 49 sec. East, 529.54 feet to a 5/8 inch rebar found, corner to Lot 112 and in the line of Lot 109; thence with Lots 109 then Lot 108, South 61 deg. 49 min. 29 sec. East, 340.59 feet to a 5/8 inch rebar found; thence continuing with Lot 108 and then Lot 107, North 49 deg. 52 min. 07 sec. East, 200.54 feet to an iron pin set; thence continuing with Lot 107, then Lot 104, North 28 deg. 09 min. 07 sec. East, 402.77 feet to a 5/8 rebar found, corner to Lot 103; thence with Lot 103, North 12 deg. 38 min. 07 sec. East, 290.64 feet to a 5/8 inch rebar found, corner to Lot 99; thence with Lot 99, North 33 deg. 39 min. 33 sec. West, 74.43 feet to an iron pin set; thence continuing with Lot 99 and then Lot 98, North 37 deg. 19 min. 07 sec. East, 139.28 feet to an iron pin set; thence continuing with Lot 98, North 80 deg. 46 min. 07 sec. East, 37.01 feet to an iron pin set; thence continuing with Lot 98 and then Lots 97, 96 and 95, North 33 deg. 34 min. 07 sec. East, 387.23 feet to an iron pin set; thence with Lot 95, North 23 deg. 05 min. 53 sec. West, 96.63 feet to an iron pin set; thence with Lot 95 and then Lot 94, North 43 deg. 26 min. 07 sec. East, 126.88 feet to an iron pin set; thence with Lot 94 and then Lots 93 and 92, North 02 deg. 42 min. 07 sec. East, 148.04 feet to an iron pin set; thence continuing with Lot 92 and then Lots 91 and 90, North 22 deg. 30 min. 07 sec. East, 401.13 feet to an iron pin set, corner of Lot 90 and Lot 89, Sugarwood Subdivision, Unit 4, and Lot 80, Sugarwood Subdivision, Unit 2 (Plat Cabinet F, Slide 79-C); thence with Lot 80, South 34 deg. 25 min. 18 sec. East, 15.46 feet to an iron pin set, corner to Lot 78; thence with Lot 78, South 37 deg. 24 min. 35 sec. East, 46.37 feet to a 5/8 inch rebar found, corner to Lot 77; thence with Lot 77 and then Lot 76, South 36 deg. 37 min 08 sec. East, 371.48 feet to an iron pin set, corner to Lot 75; thence with Lot 75 and then Lots 73 and 72, South 33 deg. 41 min. 56 sec. East, 397.19 feet to a 5/8 inch rebar found, corner to Lot 71; thence with Lot 71

and then Lots 70 and 69, South 33 deg. 36 min. 29 sec. East, 266.97 feet to an iron pin set; thence continuing with Lot 69 and then Lots 68, 67 and 66, South 37 deg. 39 min. 34 sec. East, 415.00 feet to an iron pin set, corner to Lot 65; thence continuing with Lot 65 and then Lot 64, South 33 deg. 20 min. 34 sec. East, 279.67 feet to an iron pin set; thence continuing with Lot 64 and then Lot 63, South 45 deg. 27 min. 34 sec. East, 364.42 feet to a 1 and 1/4 inch iron pipe found in the line of Lot 21, Kingsgate Subdivision, Unit 2 (Plat Cabinet E, Slide 26-D); thence with Lot 21 and then Lot 22, South 34 deg. 27 min. 44 sec. West, 144.80 feet to an iron pin set, corner to Lot 23; thence with Lot 23 and then Lots 24 and 25, South 47 deg. 41 min. 39 sec. West, 314.27 feet a 5/8 inch rebar found, corner to Lot 26; thence with Lot 26 and then Lots 27, 28, 29, 30, and 33, and then Lot 1, Kingsgate Subdivision, Unit 3 (Plat Cabinet E, Slide 55-B), South 50 deg. 49 min. 43 sec. West, 991.44 feet to a 5/8 inch rebar found, corner to Lot 3; thence with Lot 3 and then Lots 4 and 5, South 50 deg. 30 min. 55 sec. West, 388.50 feet to an iron pin set in line with the Town of Farragut (Warranty Book 1973, page 387); thence with the Town of Farragut, North 47 deg. 53 min. 22 sec. West, 98.03 feet to an iron pin set; thence continuing with the Town of Farragut and then with Fox Den Country Club, North 66 deg. 20 min. 07 sec. West, 237.60 feet to an iron pin set; thence continuing with Fox Den Country Club the following four (4) calls and distances: 1) North 75 deg. 54 min. 08 sec. West, 205.35 feet to an iron pin set; 2) South 65 deg. 14 min. 52 sec. West, 34.54 feet to an iron pin set; 3) South 33 deg. 27 min. 02 sec. West, 48.29 feet to an iron pin set; and 4) South 06 deg. 38 min. 32 sec. West, 114.13 feet to the iron pin marking the POINT OF BEGINNING, containing 87.34 acres (3,804,587 square feet), more or less, as shown on survey of Ryan S. Lynch, Surveyor, Tennessee RLS No. 2447, dated November 21, 2017, bearing Project No. 4040. Surveyor's Address: Lynch Surveys LLC, 4405 Coster Road, Knoxville, TN 37912.

TRACT I BEING the same property conveyed to Homestead Land Holdings, LLC by Warranty Deed from L.E. Harville, Jr., by and through his duly appointed attorney-in-fact, Judith O. Harville, and wife, Judith O. Harville, dated May 14, 2018, filed for record as **Instrument No. 201805150067380** in the Knox County Register of Deeds Office.

TRACT II (CLT NO. 152FA-022.00)

SITUATED in District No. Six (6) of Knox County, Tennessee, without the corporate limits of the City of Knoxville, being Lot 23, Block F, Kings Gate Subdivision, Unit 2, as shown by plat filed for record in Plat Cabinet E, Slide 26-D (formerly Map Book 52-S, Page 54) in the Knox County Register of Deeds Office, and being more particularly bounded and described as follows:

BEGINNING at an iron pin in the northwestern line of Kingsgate Road, said pin marking a common corner to Lot 23 and Lot 24; thence from said beginning point, along the dividing line of Lot 23 and Lot 24, North 39 deg. 41 min. 09 sec. West, 161.31 feet to an iron pin; thence North 47 deg. 41 min. 39 sec. East, 74.00 feet to an iron pin; thence along the dividing line of Lot 23 and Lot 22, South 56 deg. 14 min. 26 sec. East, 160.35 feet to an iron pin in the northwestern line of Kingsgate Road; thence along the northwestern line of Kingsgate Road, South 34 deg. 13 min. 11 sec. West, 20.12 feet to an iron pin; thence a curve to the right with a radius of 150.00 feet, a chord bearing and distance of South 42 deg. 25 min. 41 sec. West, 42.34 feet; thence South 50 deg. 42 min. 03 sec. West, 58.34 feet to an iron pin, being the POINT OF BEGINNING,

containing 0.36 acres (15,797 square feet), more or less, as shown on ALTA/ACSM Survey: 430 Virtue Road and Lot 23 Kingsgate, by Ryan S. Lynch, Surveyor, Tennessee RLS No. 2447, dated November 21, 2017, last revised May 11, 2018, bearing Project No. 4040. Surveyor's Address: Lynch Surveys LLC, 4405 Coster Road, Knoxville, TN 37912.

TRACT II BEING the same property conveyed to Homestead Land Holdings, LLC, a Tennessee limited liability company, by deed from David B. Rosine, dated as of May 14, 2018, filed for record as **Instrument No. 201805150067382** in the Knox County Register of Deeds Office.

(c) **Definition of Plat.** Article I of the Declaration is hereby amended by deleting the definition of "Plat" in its entirety and inserting the following definition in lieu thereof:

"Plat" shall mean, refer to and include (i) that certain plat entitled "Brookmere Phase 1" of record as **Instrument No. 201910100025219**, in the Register's Office for Knox County, Tennessee, which shows Phase 1 of the development of the Property, (ii) that certain plat entitled "Brookmere Phase 2" of record as **Instrument No. 202002200055259**, in the Register's Office for Knox County, Tennessee, which shows Phase 2 of the development of the Property, and (iii) any additional plats or surveys showing a division or revised division of the Property into Lots, additional phases, or reduction or addition of land which may hereinafter be recorded in said Register's Office. The Developer anticipates that it will record an additional plat for Phase 3 of the development of the Property, which shall be included in the definition of Plat for purposes of this Declaration after it has been recorded.

(d) Special Allocation of Landscaping Expenses. Section 4.13 of the Declaration is hereby amended by deleting Section 4.13 in its entirety and inserting the following provision in lieu thereof:

4.13 Special Allocation of Landscaping Expenses. As more particularly provided in Section 6.3(b), the Association will mow and provide certain landscaping services for the yards of the Maintenance Free Lots. The costs the Association incurs in providing these services to the Maintenance Free Lots will be specially allocated to the Owner of the Maintenance Free Lots on a pro rata basis based on the total number of Maintenance Free Lots receiving these services from the Association. The allocated costs will be added to the annual assessments that the Owner of each Maintenance Free Lot is required to pay under Section 4.3 above.

(e) Amendments. Article XVI of the Declaration is hereby amended by adding the following sentence at the end of the last paragraph in Article XVI:

In addition, the Developer shall have the unilateral right at any time and from time to time to amend Exhibit B to this Declaration to add or remove Lots from the list of Maintenance Free Lots on Exhibit B.

2. Defined Terms. Any capitalized term not otherwise defined herein shall have the same meaning given it in the Declaration.

3. Continued Effect. Except to the extent it is modified or amended hereby, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer and Saddlebrook have caused this instrument to be executed by its duly authorized officer as of the date set forth above.

HOMESTEAD LAND HOLDINGS, LLC

By: [Signature]
Robert L. Mohnhey,
Managing Member

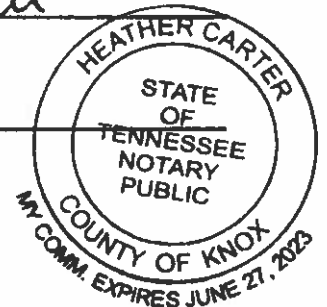
STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared ROBERT L. MOHNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to the Managing Member of Homestead Land Holdings, LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself Managing Member.

Witness my hand and seal, this 10 day of March, 2020.

[Signature]
Notary Public

My commission expires: _____



SADDLEBROOK PROPERTIES, LLC

By: _____

Robert L. Mohney
Managing Member

STATE OF TENNESSEE
COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared ROBERT L. MOHNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to the Managing Member of Saddlebrook Properties, LLC, the within named bargainor, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself Managing Member.

Witness my hand and seal, this 10 day of March, 2020.

Notary Public

My commission expires: _____

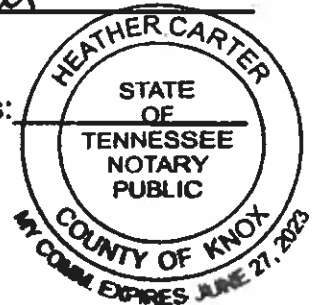


EXHIBIT B

LIST OF MAINTENANCE FREE LOTS

• Lots 1 through 43 are Maintenance Free Lots.

Lots 1 through 17 and Lots 32 through 42 are shown on the Plat of Phase 1 of the development of the Property, which is recorded as Instrument Number 201910100025219 in the Register's Office for Knox County, Tennessee.

Lots 18 through 31 and Lot 43 are shown on the Plat of Phase 2 of the Property, which is recorded as Instrument No. 202002200055259 in the Register's Office for Knox County, Tennessee.

There are 43 Maintenance Free Lots.

BYLAWS
OF
BROOKMERE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BROOKMERE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be at such location in Knoxville, Tennessee as may be designated by the Board of Directors. Meetings of members and directors may be held at such places within or without the State of Tennessee as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to BROOKMERE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions of Brookmere, and such additions as may hereafter be brought within the jurisdiction of the Association by declaration or otherwise.

Section 3. "Common Area" shall mean all real property and easement rights owned by the Association for the common use and enjoyment of the Owners, as described in the Declaration.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area and dedicated streets.

Section 5. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property but excluding those having such interest as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to Homestead Land Holdings, LLC, its successors and assigns, if such successors or assigns should acquire the entire interest of Homestead Land Holdings, LLC, in the Property for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants and Restrictions of Brookmere recorded as **Instrument No. 201910100025218** in the Office of the Register of Deeds of Knox County, Tennessee.

Section 8. "Member" shall mean and refer to those persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

Section 9. "Subdivision" shall mean the residential community known as Brookmere, as described in the Declaration.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration.

There shall be Class A membership and Class B membership, as described in the Declaration.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Areas as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. All annual meetings of the Members shall be held on the day and month of the year and on the time to be established by the Board of Directors.

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

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

Section 4. Quorum. The presence at an Annual or Special Meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) members nor more than five (5), to be elected annually by the Members. The members of the Board of Directors need not be owners of a Lot in the Subdivision.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors, each of whom shall have a term of one year. At each succeeding annual meeting, that number of directors whose terms are expiring will be elected for terms of the same duration of the director they are replacing.

Section 6. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 7. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 8. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

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

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Subject to the terms of Article V, Section 1, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETING OF DIRECTORS

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

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

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

(b) suspend the voting rights and right to the use of the recreational facilities of a Member or non-voting Member during any period in which such Member or non-voting Member shall be in default under the provisions of the Declaration or these Bylaws in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction or published rules and regulations;

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

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) employ attorneys to represent the Association when deemed necessary.

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

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

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

(c) as more fully provided in and subject to the terms of the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

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

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

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

(e) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the Common Area and such other real and personal property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

Section 3. Professional Management. In performing the foregoing duties outlined in Section 2, the Board of Directors may obtain the services of a qualified professional management company, experienced in the field of management of planned communities, if such exists.

ARTICLE IX

OFFICERS AND DUTIES

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

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

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

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

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

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

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

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

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

(b) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of the meetings of the Board and of the Association together with their addresses; and shall perform such other duties as required by the Board. The secretary shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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

ARTICLE X

COMMITTEES

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

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws 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 cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Anything herein to the contrary notwithstanding, the Developer shall not be liable for assessments on any Lot owned by Developer.

ARTICLE XIII

CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote or a majority of a quorum of Members present in person or by proxy; provided, however, as long as there is Class B membership, as

defined in the Declaration, any amendment to these Bylaws shall be subject to the approval of the Developer.

Section 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Any grievance or complaint which an Owner or Owners shall have against any other Owner or Owners for violation of the provisions of the Declaration, these Bylaws, other Rules and Regulations of the Association, or for any other reason shall be submitted to the Board of Directors of the Association for arbitration.

Section 2. All such grievances shall be submitted in writing to the Board outlining the Owner or Owners complaining, the Owner or Owners complained against, the nature of the violations, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Board following submission of all complaints within thirty (30) days. If the Board decides adversely to the complaining party, or fails to act within thirty (30) days of submission of the complaint, then the complaining party shall have the right to resort to any other legal remedies which may be available to them.

Section 3. The grievance procedure set out herein shall be the exclusive remedy for all grievances and complaints, and no Owner shall have the right to resort to other legal remedies until the remedies provided herein have been fully exhausted.

ARTICLE XVI

ANNEXATION

Additional residential property and Common Area outside the boundary of the property described in the Declaration may be annexed to the Property in the manner provided in the Declaration.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVIII

CERTIFICATION

The undersigned, Melissa Cruze, does hereby certify that she is the duly elected and acting secretary of BROOKMERE HOMEOWNERS ASSOCIATION, INC., a Tennessee corporation, and that these Bylaws were duly adopted by the Directors of the Association on January 29, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed by name as of January 29, 2020.



MELISSA CRUZE, Secretary

Filed

Nick McBride
Register of Deeds
Knox County

23

CHARTER OF
BROOKMERE HOMEOWNERS ASSOCIATION, INC.

The undersigned person, a lawful citizen of the United States of America having the capacity to contract and acting as the incorporator of a nonprofit corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter provisions:

1. The name of the corporation is: BROOKMERE HOMEOWNERS ASSOCIATION, INC.
 2. The duration of the corporation is perpetual.
 3. The name of the corporation's initial registered agent is Brian Mohny. The street address of the corporation's initial registered office is 122 Perimeter Park Drive, Knoxville, Tennessee 37922, which office is located in Knox County, Tennessee, and the mailing address is P.O. Box 23190, Knoxville, Tennessee 37933.
 4. The name and address of the incorporator is L. Caesar Stair IV, 116 Agnes Road, Knoxville, Tennessee 37919.
 5. The street address of the principal office of the corporation is 122 Perimeter Park Drive, Knoxville, Tennessee 37922, which office is located in Knox County, Tennessee, and the mailing address is P.O. Box 23190, Knoxville, Tennessee 37933.
 6. The corporation is a nonprofit corporation. The corporation is a mutual benefit corporation.
 7. The corporation will have Class A and Class B members. Every person or entity who is the owner of a fee or undivided fee interest in any lot or lots in the residential development known as Brookmere located in Knox County, Tennessee (the "Subdivision"), shall be a member of the corporation, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a member.
- Membership shall commence on the date such person or entity becomes the owner of a fee or undivided fee interest in a lot in the Subdivision and shall expire upon the transfer, release or other conveyance of said ownership interest, other than a conveyance for security purposes. Membership is appurtenant to, and inseparable from, ownership of a lot.
8. The corporation is formed to provide for the maintenance, preservation and architectural control of the lots and common area which are a part of the Subdivision. The corporation shall have all powers now or hereafter granted by the Tennessee Nonprofit Corporation Act, including without limitation all powers set forth in T.C.A. §48-53-102, as it now exists or as hereafter amended.

Knox County, TN Page: 1 of 5
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RECORD FEE: \$9.00 T20200004232
M. TAX: \$0.00 T. TAX: \$0.00

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In addition to the foregoing purposes, the corporation shall also promote the health, safety and welfare of the residents within the above described property and any additions thereto, and for all the purposes set forth herein shall have the power to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Declaration of Covenants and Restrictions of Brookmere (hereinafter the "Declaration"), of record in the Register's Office for Knox County, Tennessee, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth verbatim;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including licenses, taxes or governmental charges levied or imposed against the property of the corporation;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;

(d) borrow money, and with the assent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the common area held by the corporation to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members agreeing to such dedication, sale or transfer, and

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members.

9. Any amendment of this Charter shall require the approval of at least two-thirds (2/3) of the members of the corporation.

10. The corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes similar to those for which this corporation was created.

11. No director shall have personal liability to the corporation or its members for monetary damages for breach of his fiduciary duty as a director, and any such personal liability is hereby eliminated; provided, however, that the personal liability of a director is not eliminated or limited:

(a) For any breach of the director's duty of loyalty to the corporation or its members;

(b) For acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law; or

(c) Under T.C.A. §48-58-302.

12. The corporation shall hold harmless and indemnify officers and directors, whether or not then in office, and their respective executors, administrators and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit or proceeding, whether civil or criminal, arising with respect to such person's previous, present or future service as an officer or director of the corporation to the maximum extent permitted by law.

13. The corporation shall pay for or reimburse all reasonable expenses incurred by an officer or director of the corporation in advance of the final disposition of the proceeding to the maximum extent permitted by law.

This 28th day of January, 2020.



L. Caesar Stair IV, Incorporator



Tre Hargett
Secretary of State

Division of Business Services
Department of State

State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

BROOKMERE HOMEOWNERS ASSOCIATION, INC.
PO BOX 23190
KNOXVILLE, TN 37933-1190

January 30, 2020

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	001076427	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	01/29/2020
Filing Date:	01/29/2020 11:14 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2021
Duration Term:	Perpetual	Image # :	B0809-0035
Public/Mutual Benefit:	Mutual		
Business County:	KNOX COUNTY		

Document Receipt

Receipt # : 005234519	Filing Fee:	\$100.00
Payment-Check/MO - CAPITAL FILING SERVICE INC, NASHVILLE, TN		\$100.00

Registered Agent Address:
BRIAN MOHNEY
122 PERIMETER PARK RD
KNOXVILLE, TN 37922-2225

Principal Address:
122 PERIMETER PARK RD
KNOXVILLE, TN 37922-2225

Congratulations on the successful filing of your **Charter** for **BROOKMERE HOMEOWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.


You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Danielle Howell

Affidavit

I, Andrew C. Henson do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jennifer R. Thompson, a notary public for this county and state, Andrew Henson who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary signature

My Commission Expires: 5-3-21

Notary Seal:

