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27 PGS:AL-RESTRICTIONS	
BONNIE BATCH: 205945 07/23/2018 - 09:32 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	135.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	137.00

STATE OF TENNESSEE, BRADLEY COUNTY

DINA SWAFFORD
REGISTER OF DEEDS

Mail to

THIS INSTRUMENT PREPARED BY:
 Evan A. Allison
 Miller & Martin PLLC
 Suite 1200, Volunteer Building
 832 Georgia Avenue
 Chattanooga, TN 37402-2289

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
 CADEN'S COURT**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made to be effective as of the 17th day of July, 2018 (the "Effective Date"), by John J. Sheehan, Jr., a resident of Bradley County, Tennessee, in his capacity as the Developer (herein defined) and owner of the Property (herein defined) encumbered by this Declaration.

Background:

A. Developer (herein defined), as owner of certain real property located in Bradley County, Tennessee, and being more particularly described in Exhibit "A" hereto attached and herein incorporated, is creating thereon a development known as Caden's Court.

B. Developer desires to provide for the preservation of the land values and home values in the Development and desires to subject the Development to certain covenants, restrictions, easements, and affirmative obligations as hereinafter set forth, each and all of which are hereby declared to be for the benefit of the Development and each and every Home Site and Owner of any and all parts thereof.

C. It is the plan of the Developer to devote the Home Sites in the Development solely to residential purposes in the form of single family townhomes.

Declaration:

NOW, THEREFORE, Developer subjects the Property, as described in Exhibit "A" hereto attached and herein incorporated, to the terms of this Declaration and declares that the same is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, and affirmative obligations hereinafter set forth; and these Covenants shall touch and concern and run with the Property and each Home Site thereof.

**ARTICLE I
DEFINITIONS**

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

meanings:

1.01 Board of Directors or Board. “Board of Directors” or “Board” shall mean the governing body of the Association established and elected pursuant to this Declaration.

1.02 Bylaws. “Bylaws” shall mean the Bylaws of the Townhome Association, the initial text of which is set forth in Exhibit B attached hereto and made a part hereof.

1.03 Common Expense. “Common Expense” shall mean and include (a) expenses of administration, maintenance, repair or replacement of the Common Properties; (b) expenses approved as Common Expenses by the Townhome Association; and (c) expenses declared Common Expenses by the provisions of this Declaration.

1.04 Common Properties. “Common Properties” shall mean those items of personal property, fixtures, or areas of land with any improvements thereon, which are owned or declared to be owned in common by all Owners or which are owned or deeded to the Townhome Association if said property is designated as a “Common Property.” All Common Properties are to be devoted to and intended for the common use and enjoyment of the Owners and persons occupying Home Sites, subject to the fee schedules and operating rules adopted by the Townhome Association. The Common Properties may include but not be limited to streets, street lights, medians in roadways, entrance and street signs, walking trails, pavilions, maintenance easement areas, and landscaping easement areas. Developer reserves the right to make a determination that some or all of the Common Properties may not be built. If and when the Common Properties are constructed and built, the maintenance and repair shall become the responsibility of the Townhome Association.

1.05 Covenants. “Covenants” shall mean the covenants, restrictions, conditions, easements, charges, assessments, and affirmative obligations set forth in this Declaration.

1.06 Declaration. “Declaration” shall mean this Declaration of Covenants and Restrictions for Caden’s Court and any supplemental Declaration filed pursuant to the terms hereof.

1.07 Development. “Development” shall mean the whole Property described on Exhibit “A” and all other real property later subjected to this Declaration, together with all buildings, improvements, and fixtures now or hereafter constructed thereon.

1.08 Developer. “Developer” shall mean John J. Sheehan, Jr., a resident of Tennessee and his successors and assigns.

1.09 Home Site or Home Sites. “Home Site” or “Home Sites” shall mean any improved or unimproved subdivided lot shown on the Plat, with the exception of any Common Properties.

1.10 Owner or Owners. “Owner” or “Owners” shall mean the record owner or owners, whether one or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Home Site situated in the Development, but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure; nor shall the term “Owner” mean or refer to any lessee or tenant of an Owner. Developer may be an Owner.

1.11 Plat. “Plat” shall mean that subdivision plat of the Development recorded at Book 35, Page 32, Register's Office of Bradley County, Tennessee.

1.12 Property. “Property” shall mean the real property described on Exhibit "A" hereto attached and herein incorporated.

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

1.14 Townhome. “Townhome” shall mean the homes within the Development constructed on the Home Sites.

1.15 Townhome Association. “Townhome Association” or the “Association” shall mean a body consisting of all the Owners and known as Caden’s Court Homeowners’ Association, Inc., a Tennessee non-profit corporation.

ARTICLE II **TOWNHOME ASSOCIATION**

The Townhome Association shall manage and administer the affairs of the Development, including maintenance of the Common Properties. The Townhome Association may, but shall not be required to, identify officers of the Townhome Association. The Townhome Association shall not be required to conduct regularly scheduled meetings, but a meeting may be called by the Developer, the Board, or by Owners representing not less than two of the Townhomes in the Development, by delivery of written notice to all Owners identifying a date, time, and place of the meeting, such date to be not more than fifty (50) days and nor less than ten (10) days (except in the case of emergency) following the date of the notice. The Townhome Association must have a quorum at any meeting to conduct business, and a quorum shall consist of Owners representing at least a majority of the Townhomes in the Development. Except as expressly stated otherwise, any and all decisions and actions of the Townhome Association must be approved by Owners representing at least a majority of the Townhomes in the Development, and by Developer for as long as Developer owns any property in the Development. Any actions or decisions which could be made by the Townhome Association at a duly called meeting, may be made or taken by a unanimous written consent of the Townhome Association.

ARTICLE III
COMMON PROPERTIES

3.01 Initial Construction, Identification. Developer will install initially the streets, parking lot(s), and one or more entrance signs to the Development. The streets, parking lot(s), and signs shall become part of the Common Properties when Developer conveys them to the Townhome Association, at which time the Townhome Association shall become responsible for the operation, maintenance, repair and replacement of same. Alternatively, Developer may transfer and convey the streets to Bradley County, Tennessee and dedicate them as public streets. Developer may also landscape the entrance areas (whether privately or publicly owned), if any, and other areas where it may or may not have reserved an easement. Additionally, the Developer may, but shall not be required to, install walkways, pavilions, street lights and/or street signs and other improvements which likewise will become Common Properties when conveyed to the Townhome Association. Developer and the Townhome Association may add additional Common Properties from time to time as they see fit. The Common Properties shall remain permanently as streets and open space except as improved, and there shall be no subdivision of same, except as otherwise provided herein. No building, structure or facility shall be constructed in or on the Common Properties unless it is purely incidental to one or more of the uses above specified. Developer may reserve to itself or its designees the exclusive use of any areas as storage areas or construction yards as may be reasonably required, convenient or incidental to the sale of Townhomes and/or the construction improvements on the Common Properties. All Common Properties must be maintained, repaired and replaced by the Townhome Association so as to be kept in at least the same condition and of at least the same quality as initially constructed, it being the intent for the Common Properties not to deteriorate in quality or condition.

3.02 Use. Each Owner's right and interest in any Common Properties is and forever shall be inseparable from, and shall be conveyed as an appurtenance to, such Owner's interest in his/her respective Home Site.

ARTICLE IV
PURPOSES, USES AND RESTRICTIONS

4.01 Home Site Residential Use. All of the Home Sites in the Development shall be, and be known and described as, residential Home Sites, and no structure shall be erected, altered, placed or permitted to remain on any Home Site other than as described herein. The Development shall consist of eleven (11) Townhomes, nine (9) of which shall be constructed in the form of three (3) triplex buildings (the "Triplex Townhomes"), and two (2) of which shall be constructed in a duplex building (the "Duplex Townhomes"). Developer, in its sole discretion, may increase, decrease or otherwise alter the number of Townhomes and style of buildings constructed on the Home Sites. Home Sites shall be used for residential purposes only; provided however, this residential restriction shall not prohibit a "home office" customary for a residential setting that is incidental to the primary use of the Townhome.

4.02 Exterior Home Care; Yards. For the benefit of the Development, the exterior of all Townhomes and all Home Sites (including the yard or landscaping areas) must be properly irrigated and otherwise kept and maintained neat and clean and in a condition of appearance and repair that is appropriate for an up-scale townhome development by the Townhome Association, with such expenses being deemed Common Expenses. Owners shall not be permitted to cut any yards in the Development. Owners shall have the right to plant flowers on their patio areas, if any, at the back of their Home Site, but shall not be permitted to plant any flowers at the front of their Home Site. Maintenance, repair and replacement of the Townhome roofs and the painting or repainting of exterior surfaces of the Townhomes shall be a responsibility of the Townhome Association, with expenses for same being deemed Common Expenses. The following maintenance and repair tasks must be performed contemporaneously and in unison on all of the Home Sites that constitute a single Townhome building, with such timing in performing these tasks determined by mutual agreement in writing of a majority of the Owners residing in such Townhome building (and the consent of Developer as long as Developer owns any property in the Development): (i) replacement of the roof, any related roof element, and the brick, wood, stone, stucco, or other material comprising the exterior surface of the Townhome building's perimeter walls, and (ii) cleaning and painting of all exterior surfaces of the Townhome building's perimeter walls. In the event of any repainting of exterior surfaces or replacements of roofs resulting in an aesthetic change, such change must be approved in accordance with Section 5 hereof. The cost for any such tasks must be quoted in a manner that allocates the total cost amongst the affected Home Sites, and each Owner of such affected Home Sites will pay the amount that is allocated to his/her Home Site. The costs of performing any of these tasks shall be deemed a special assessment and shall benefit from the provisions of this Declaration pertaining to same, including the right to place a lien on a Home Site in the event of non-payment.

4.03 Repairs and Completion of Construction. Except to the extent the same is identified as an obligation of the Townhome Association in Section 4.02, Owners shall complete any and all repairs to the exterior of any Townhome in an expeditious manner. In the event of material damage to a Townhome due to fire, casualty, or otherwise, the Owner thereof shall commence repairs and reconstruction within two (2) months of the event causing the damage and shall complete the repairs and/or restoration within nine (9) months of commencement. In order to preserve the aesthetic and economical value of all Home Sites within the Development, each Owner shall have the affirmative duty to rebuild, replace, repair, or clear and landscape, within a reasonable period of time, any building, structure, and improvement or which shall be damaged or destroyed by fire, or other casualty. Variations and waivers of this provision may be made only upon Developer or the Townhome Association establishing that the overall purpose of these Covenants would be best effected by allowing such a variation. Variations to this section are to be strictly construed and the allowance of a variance by the Developer or the Townhome Association shall not be deemed to be a waiver of the binding effect of this section upon all other Owners.

4.04 Detached Buildings. Detached garages or outbuildings shall not be placed on any Home Site without the prior written approval of Developer or the Townhome Association.

4.05 Fences. Except with the prior written approval of the Developer or the Townhome Association, fences shall not be erected on any Home Site except as provided for by the Developer.

4.06 Signs. No sign of any kind shall be displayed from any Home Site or from any Common Properties, with the exception of a "For Sale" and/or a "For Lease" sign to facilitate the sale of that Townhome, which shall only be placed in the front yard of the selling Owner.

4.07 Exterior Lighting. No exterior lighting (other than as exists upon completion of initial construction) may be attached to any Townhome without the prior written approval of the Developer or the Townhome Association.

4.08 Animals; Dog Houses. No sheep, swine, goats, horses, cattle, fowls (excluding household birds such as parrots and parakeets) or any like animals shall be permitted to be kept or to remain on any of the Home Sites, or to roam at large on any of the streets or way in or bordering the same. There shall be no kennels permitted on any Home Site for the commercial breeding or boarding of domestic pets. Pet owners shall not allow pets to roam unattended, and pets shall be leashed if off their master's Home Site. When pet owners are exercising their pets in the Development, owners must pick up and remove all pet waste at the time of the occurrence. The pet owners shall also muzzle any pet which consistently barks. If the barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "offensive activity" under Section 4.14. Dog houses or other exterior animal structures are prohibited.

4.09 Antennas. Television antennae, dishes, radio receivers or senders or other similar devices shall not be attached to or installed on the exterior portion of any Townhome or other structure on any Home Site within the Development, except that eighteen inch (18") satellite dishes shall be permitted provided that the location of such satellite dishes receives the prior written consent of the Developer or the Townhome Association.

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

4.11 Laundry. No Owner, guest, or tenant, shall hang laundry from any area within or outside a Townhome if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings.

4.12 Vehicle Parking. Vehicles owned by Owners shall be parked only in the Owner's garage or in striped spaces designated for use by the Development. Each Triplex Townhome shall have two parking spaces assigned to it available as street parking, as designated on a site plan created by Developer. Each Duplex Townhome will have two (2) car garages and two (2) parking spaces in its respective driveway. Developer shall provide copies of its site plan to Owners and prospective owners upon request. No overnight parking of any vehicles of any type, including any boats, trailers, or trucks, will be permitted on the street, except in striped parking spaces designated for use by the Development; provided, however, that this prohibition on street parking shall not be enforced on Thanksgiving Day and Christmas Day, and the two (2) days surrounding such holidays, and such parking will be permitted, provided that vehicles do not block access to Home Sites or preclude use of the street by other vehicles. Each Triplex Townhome shall have two (2) permeable parking spaces available as designated on the Developer's site plan. As initially constructed, these spaces are located across the street from each Home Site. All Owners shall have an easement to park from time to time in these permeable paver parking spaces which are designated for other Townhome units, as they become available; provided, however, that no overnight parking of any vehicles of any type, including any boats, trailers, or trucks, will be permitted by such Owners exercising such easement rights, and such Owners parked overnight in violation of this sentence shall be towed at such Owner's expense.

Developer shall also install permeable pavers and appropriate signage for the purpose of establishing a guest and/or overflow parking section(s) in the Development, and Owners shall cause all guests to park in said guest parking section(s); Developer shall have the right to relocate, reduce, expand, and/or remove said guest parking section(s) in its discretion from time to time. No overnight parking of any vehicles of any type shall be permitted in said guest parking section(s); provided, however, that this prohibition against overnight parking shall not be enforced on Thanksgiving Day and Christmas Day, and the two (2) days surrounding such holidays, and such parking will be permitted, provided that vehicles do not block access to Home Sites or preclude use of the street by other vehicles. No public parking shall be permitted in the Development. Developer may establish other restrictions concerning parking as part of the Rules and Regulations. Developer reserves the right to tow any vehicles parked in violation of the provisions of this Declaration, or of any Rules and Regulations of the Association as they presently exist or as they may be amended from time to time. Notwithstanding the provisions of this Section 4.12, Developer reserves the right to relocate or to reduce or expand the number of parking spaces designated for use to the Home Sites as Developer deems necessary for development purposes, provided that there shall be overflow parking section(s) in the Development made available to Home Sites in the event the number of designated parking spaces for such Home Sites are decreased from those described herein.

4.13 Rearrangement of Home Site Lines. The Home Sites may not be subdivided, combined or reconfigured without the approval of the Developer or the Townhome Association.

4.14 Offensive Activity. No noxious or offensive activity (be it offensive as to sight, sound, smell, or otherwise) shall be carried on upon any Home Site, nor shall anything be done thereon which may be or may become an annoyance, discomfort, embarrassment or nuisance to the Development or which may disrupt the peaceful and quiet enjoyment of any other Owner.

4.15 Tree Houses and Swings. No tree houses may be built or maintained on a Home Site, and no swing sets, other than those in a rear yard, will be permitted.

4.16 Wells. No private wells may be drilled or maintained on any Home Site without the prior written consent of the Developer (or, after Developer no longer owns any property in the Development, then the Townhome Association by and through its Board).

4.17 Common Walls. Each wall which is built as a part of the original construction of a Townhome unit and placed on the dividing lines between two (2) Home Sites shall constitute a party wall, the maintenance, repair and replacement of which shall be subject to the general rules of law regarding party walls and liability for property damage from negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners of the adjoining Townhomes equally. If a party wall is destroyed or damaged by fire or other casualty, either Owner who adjoins the wall may restore it. The other Owner (of the adjoining Townhome) shall contribute equally to the restoration cost, without prejudice, however, to the right of any such Owner to call for a larger contribution from the Owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provisions herein to the contrary, an Owner, who by such Owner's negligent or willful act damages a party wall or otherwise causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary repairs as needed. In the event of any dispute arising concerning the repair, maintenance, or replacement of a party wall, or under the provisions of this Declaration, the Developer's decision with respect to such dispute shall be final and conclusive. Every portion of a Townhome contributing to the support of an abutting Townhome shall be burdened with an easement of support for the benefit of such abutting Townhome.

4.18 Developer Reserved Rights. Notwithstanding any other provisions herein to the contrary, Developer reserves unto itself, its successors and assigns, the following rights, privileges and powers: to combine Home Sites or parts of Home Sites, to rearrange boundaries of Home Sites, to cause any part of any Home Site to become a part of the Common Properties, and to cause portions of Common Properties to become a part of any of the Home Sites bordering them. Developer additionally reserves unto itself, its successors and assigns the right to impose additional or different Covenants on additional property subjected to the terms of this Declaration, by recording an amendment to this Declaration setting forth such additional or different Covenants.

4.19 Stormwater Management. All Home Sites are purchased and accepted subject to the notations on the Plat and the other plats of record with respect to the Development, including but not limited to those provisions pertaining to perpetual stormwater facility maintenance agreement requirements (collectively, the “Stormwater Agreement”). The Stormwater Agreement is imposed to comply with applicable governmental regulations. By purchasing a Home Site, each Owner assumes the personal obligation to comply with such Stormwater Agreement and agrees to indemnify and hold harmless Developer, and its successors and assigns, from the cost and expense of compliance with the Stormwater Agreement, as well as property taxes and any fees pertaining to the stormwater facilities. This provision shall survive the delivery of the deed and be a personal obligation of each Owner as well as a covenant touching and concerning the land that runs with the title to the land. If any stormwater facilities in the Development are damaged by any Owner or its respective contractor, agent, resident family member guest or invitee, then such Owner shall pay the cost to repair and restore the stormwater facilities to the functionality and design standards required by the government agency enforcing the applicable stormwater facilities regulations. The Plat refers to a Perpetual Storm Water Facility Maintenance Agreement, which agreement is incorporated hereto by this reference. The Perpetual Storm Water Facility Maintenance Agreement, among other provisions, provides that taxes and expenses for the stormwater facility shall be apportioned among the Home Sites. The Perpetual Storm Water Facility Maintenance Agreement provides in part that a developer’s responsibility to the City of Cleveland for stormwater facility maintenance, repair and operation “will terminate after a two year period from the issuance of a land disturbance permit upon satisfying two conditions: 1) Successful completion of post construction in accordance with Sections 18-306 and 18-307 of Ordinance #2004-41 of the City of Cleveland Storm water regulations specifically Sections 18-306 and 18-307, and 2) The sale or transfer of ownership of 51% of all those lots, tracts and/or parcels in the platted subdivision”. The obligations of Developer for stormwater facilities maintenance and repair and for property taxes with respect to each Home Site shall cease automatically with delivery of the deed to the Owner for such Home Site.

ARTICLE V
ARCHITECTURAL CONTROL

Any building, construction, development, redevelopment, and exterior alterations of a Townhome, and any interior alterations of a Townhome that are visible from the exterior or that affect the structural integrity of a Townhome must be approved in writing in advance by Developer. Developer may, in its discretion, promulgate architectural development guidelines, as the same may be amended or modified from time to time, to provide builders and Owners with information regarding Developer’s architectural requirements for the Development. All exterior architectural and aesthetic elements and characteristics of the Townhomes shall remain unchanged from their appearance as initially constructed, so as to preserve the continuity and uniformity of the Townhomes; except that Owners may make aesthetic, exterior changes so long as the changes are uniform to all Townhomes, and are approved by Owners representing eighty percent (80%) of the Home Sites in the Development and by the Developer, so long as

Developer owns any property in the Development; provided, however that such changes made by Developer shall not require the approval of Owners. This provision shall apply to items including, but not limited to, the appearance, color, and style of exterior doors, shutters, light fixtures, paint schemes, trim work, shingles, and exterior materials. When considering such approval, the Developer (or, after Developer no longer owns any property in the Development, then the Townhome Association by and through its Board), may ask that the requesting Owner provide detailed plans or specifications regarding the proposed changes, showing the nature, kind, shape, height, materials, location, appearance, and other such details of the changes as may be relevant to considering the request.

ARTICLE VI **ASSESSMENTS**

6.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed conveying a Home Site, whether it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms and provisions of this Declaration and pay to the Townhome Association annual assessments (to be paid quarterly, if authorized by the Board) and special assessments for the purposes set forth in this Article, such assessments to be fixed, established and collected from time to time as hereinafter provided. The Owner of each Home Site shall be personally liable, such liability to be joint and several if there are two or more Owners, to the Townhome Association for the payment of all assessments, whether annual or special, which may be levied while such party or parties are Owners of a Home Site. The annual and special assessments, together with such interest thereon and costs of collection therefor as hereinafter provided, shall be a charge and continuing lien on the Home Site and all of the improvements thereon against which each such assessment is made. Unpaid assessments shall bear interest from due date to date of payment at the rate set by the Board, and said rate can be changed from time to time so that the rate is reasonably related to the economic situation. In the event that two or more Home Site are combined into a single Home Site by an Owner, the assessments will continue to be based upon the number of original Home Sites purchased. In the event three or more Home Sites are combined into two or more Home Site by an Owner, the assessments will continue to be based upon the number of original Home Sites, and if any original Home Site is subdivided, the assessment on such original Home Site shall be prorated between the Owner based upon the square footage owned by each Owner.

6.02 Purpose of Annual Assessments. The annual assessments levied by the Townhome Association shall be used exclusively to provide services to the Owners, promote the recreation, health, safety and welfare of the Owners and for the improvement and maintenance of the Common Properties. Assessments may include a sewer fee, which will be owed regardless of whether a Townhome has been constructed on a Home Site.

6.03 Amount of Annual Assessment. Until the transfer of governing authority from the Developer to the Board takes place as described in the Bylaws, the amount of the annual assessments shall be set by the Developer at such amount as the Developer, in its sole discretion,

deems appropriate to promote the recreation, health, safety and welfare of the Owners. Thereafter, the amount of the annual assessments shall be set by the Board unless seventy-five percent (75%) of the Owners who are in attendance or represented by proxy at the annual or any special meeting of the Townhome Association vote to increase or decrease the said annual assessment set by the Board. At any such meeting, Developer shall have the number of votes as provided in the Bylaws. The initial annual assessment of the Development shall be One Thousand Two Hundred and 00/100 Dollars (\$1,200.00).

6.04 Special Assessments for Improvements and Additions. In addition to the annual assessments, the Townhome Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, or the cost of any addition to the Common Properties, provided that any such assessment shall have the assent of seventy-five percent (75%) of the vote of the Owners who are in attendance or represented at a duly called meeting of the Association, written notice of which shall be sent to all Owners at least thirty (30) days in advance setting forth the purpose of the meeting. At any such meeting, Developer shall have the number of votes as provided in the Bylaws. Notwithstanding, special assessments for the maintenance, repair and replacement of the roofs and the painting or repainting of exterior surfaces of some but not all of the Townhomes in the Development shall be approved and assessed in accordance with Section 4.02 hereof.

6.05 Reserve Fee. Upon the sale of any Townhome or Home Site in the Development, a reserve fee in the amount of One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) shall be paid to the Townhome Association by the purchaser of same at closing. Such funds shall be used by the Townhome Association in the same manner and for the same purpose as Annual Assessments.

6.06 Property Subject to Assessment. Only land within the Property which has been subdivided into Home Sites, and the plats thereof filed for public record, shall constitute a Home Site for purposes of assessments.

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

The following property, individuals, partnerships or corporations, subject to this Declaration, shall be exempted from the assessment, charge and lien created herein:

- (a) The grantee of a utility easement.
- (b) All properties dedicated and accepted by a local public authority and devoted to public use.

(c) All Common Properties as defined herein.

(d) All properties exempted from taxation by the laws of the State of Tennessee upon the terms and to the extent of such legal exemptions. This exemption shall not include special exemptions, now in force or enacted hereinafter, based upon age, sex, income levels or similar classification of the Owners.

(e) Home Sites owned by Developer; provided, however, for any undeveloped Home Sites owned by Developer, Developer shall only pay the cost to mow and seed such Home Sites. For any Developer-owned Home Sites with a completed Townhome, Developer shall commence paying assessments for such Townhome if such Home has not sold within twelve (12) months of completion.

6.08 Date of Commencement of Annual Assessments.

(a) The annual assessments provided for herein shall commence on the date a Home Site is first transferred. Developer shall have the financial responsibility to physically maintain the Common Properties until the date of commencement of such assessments.

(b) The amount of the first annual assessment shall be based pro rata upon the balance of the calendar year and shall become due and payable on the date of commencement. The assessments for any year after the first year shall become due and payable the first day of January of said year; however, the Board may authorize payment in four (4) equal quarterly payments.

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

6.09 Lien. Recognizing that the necessity for providing proper operation and management of the Development entails the continuing payment of costs and expenses therefor, the Townhome Association is hereby granted a lien upon each Home Site and the improvements thereon as security for the payment of all assessments against said Home Site, now or hereafter assessed, which lien shall also secure all costs and expenses, and reasonable attorney's fees, which may be incurred by the Townhome Association in enforcing the lien upon said Home Site. The lien shall become effective on a Home Site immediately upon the closing of that Home Site. The lien granted to the Townhome Association may be foreclosed as other liens are foreclosed in the State of Tennessee. Failure by the Owner or Owners to pay any assessment, annual or special, on or before the due dates set by the Association for such payment shall constitute a default, and this lien may be foreclosed by the Association.

6.10 Lease, Sale or mortgage. Whenever any Home Site may be leased, sold or mortgaged by the Owner thereof, which lease, sale or mortgage shall be concluded only upon

compliance with other provisions of this Declaration, the Association, upon written request of the Owner of such Home Site, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the Owner of such Home Site; and such statement shall also include, if requested, whether there exists any matter in dispute between the Owners of such Home Site and the Association under this Declaration. Such statement shall be executed by any officer of the Association, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and the Association shall be bound by such statement.

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

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

6.11 Register of Owners and Mortgages. The Townhome Association shall at all times maintain a register setting forth the names of the Owners, and, in the event of a sale or transfer of any Home Site to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Home Site, together with such recording information that shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Home Site. Further, the Owner shall at all times notify the Association of any mortgage and the name of the mortgagee on any Home Site, and the recording information which shall be pertinent to identify the mortgage and mortgagee. The mortgagee may, if it so desires, notify the Association of the existence of any mortgage held by it, and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same. The Association may rely on such register for the purpose of determining the Owners of Home Sites and holders of mortgages.

6.12 Subordination of Lien to First Mortgages. The liens provided for in this Declaration shall be subordinate to the lien of a first mortgage on any Home Site if, and only if, all assessments, whether annual or special, with respect to such Home Site having a due date on or prior to the date such mortgage is recorded have been paid. In the event any such first mortgagee (i.e., one who records a mortgage on a Home Site for which all assessments have been paid prior to recording) shall acquire title to any Home Site by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such mortgagee acquiring title shall only be liable and obligated for assessments, whether annual or special, as shall accrue and become due and

payable for said Home Site subsequent to date of acquisition of such title. In the event of the acquisition of title to a Home Site by foreclosure, deed in lieu of foreclosure, or judicial sale, any assessments, whether annual or special, as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as part of the Common Expense; provided, however, nothing contained herein shall be construed as releasing the party or parties liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

6.13 Examination of Books. Each Owner and each mortgagee of a Home Site shall be permitted to examine the books and records of the Board and Association during regular business hours.

ARTICLE VII **REMEDIES**

7.01 Scope. Each Owner shall comply with the provisions of this Declaration, the Bylaws and any Rules and Regulations of the Association as they presently exist or as they may be amended from time to time, and each Owner shall be responsible for the actions of his or her family members, servants, guests, occupants, invitees or agents.

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

7.03 Recovery of Expenses. In any proceeding arising because of an alleged default by an Owner, the Developer or the Association, if successful, shall, in addition to the relief provided for in Section 7.02 above, be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be allowed by the court, but in no event shall the Owner be entitled to such attorneys' fees.

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

7.05 Election of Remedies. All rights, remedies and privileges granted to the Developer, the Association or an Owner or Owners pursuant to any term, provision, covenant or

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

ARTICLE VIII
GENERAL PROVISIONS

8.01 Duration. The covenants of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Townhome Association, the Developer or Owner of any Home Site subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

8.02 Amendments. This Declaration may be amended, modified or revoked in any respect from time to time by the Developer prior to the date that the governing authority for the Development is transferred from the Developer to the Board in accordance with the Bylaws. Thereafter, this Declaration may be amended or modified in any respect from time to time by an instrument signed by the Owners representing not less than eighty percent (80%) of the votes in the Development, with such signatures duly notarized, and such instrument then duly recorded with the Register's Office of Bradley County, Tennessee.

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

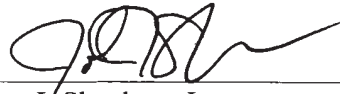
8.04 Captions. The captions herein are inserted only as a matter of convenience and for reference and are in no way intended to define, limit or describe the scope of this Declaration nor any provision hereof.

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

8.06 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

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

IN WITNESS WHEREOF, the Developer has executed, or caused to have executed by its duly authorized officers this Declaration on the date first above written.



John J. Sheehan, Jr.

STATE OF TENNESSEE)
)
COUNTY OF Bradley)

Before me, John Sheehan, a Notary Public in and for the state and county aforesaid, personally appeared John J. Sheehan, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 17 day of July, 2018.



Notary Public

My Commission Expires: 2-6-2019

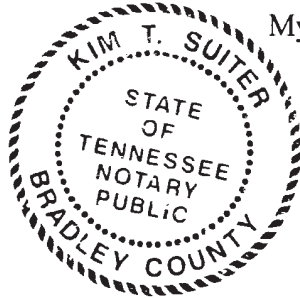


EXHIBIT A

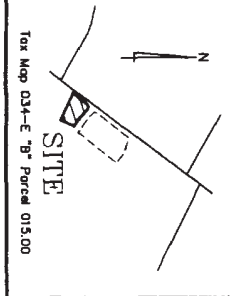
Property Subject to the Declaration

IN THE CITY OF CLEVELAND, BRADLEY COUNTY, TENNESSEE:

Lot 2 as shown on Plat of record entitled Final Plat of The Pointe at the Farm Townhomes recorded in Plat Book 35, Page 32, Register's Office of Bradley County, Tennessee.

A copy of the Plat is attached hereto on the following page.

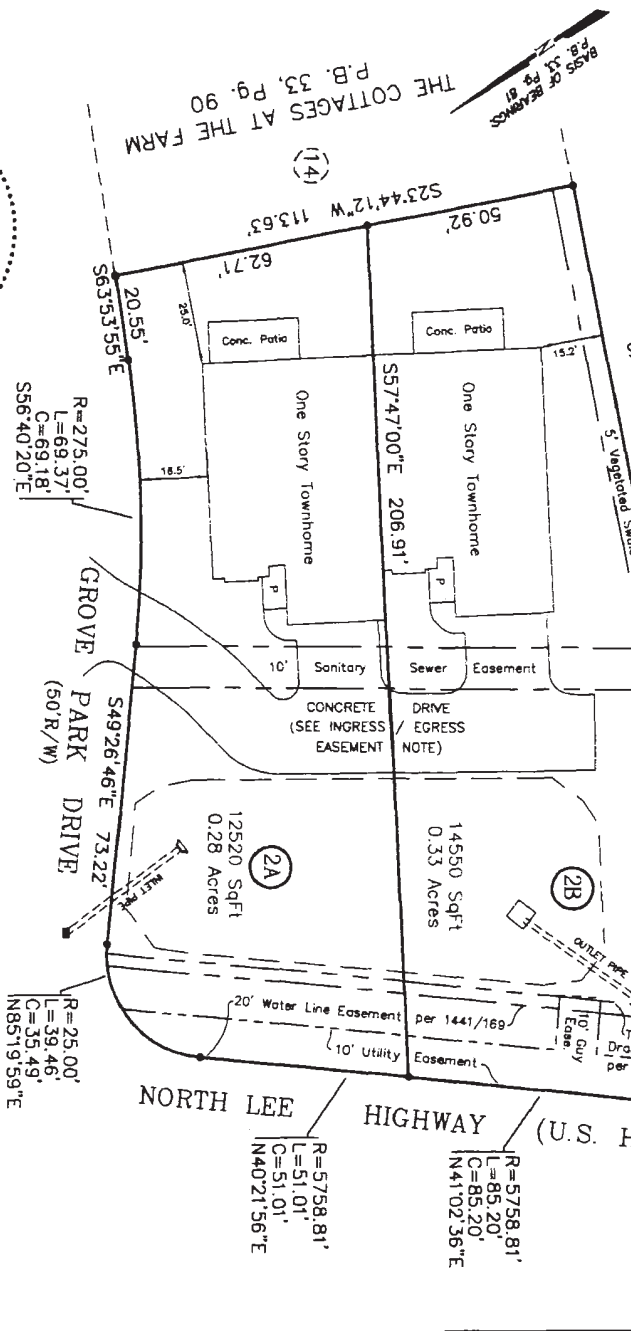
Exhibit A



LOCATION MAP (N.T.S.)

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT HE OWNS THE LAND BEING SUBDIVIDED AND THAT THERE ARE NO PREVIOUS PRIVATE RESTRICTIONS AGAINST SUBDIVIDING. THAT ALL TENNESSEE STATE TAXES, BRADLEY COUNTY TAXES AND OTHER TAXES HAVE BEEN PAID TO THE SATISFACTION OF THE RELEVANT AUTHORITIES AND THAT HE IS REPLICATING THE ROAD RIGHT-OF-WAYS FOR PUBLIC USE AND ANY OTHER AREAS SO DESIGNATED AND IS ALSO ESTABLISHING EASEMENTS AS SPECIFIED ON THIS PLAT.

JOHN J. SHEEHAN, JR.
John S. Sheehan Sr.



THIS PLAT IS SUBJECT TO ANY AND ALL RIGHTS-OF-WAY, EASEMENTS, AND/OR RESTRICTIONS, ENCUMBRANCES, AND INTERESTS, WHICH ARE NOT RECORDED, EASEMENTS, RESTRICTIONS, AND OTHER USES MAY EXIST THAT ARE NOT CLEARLY DEFINED BY THE LATEST DEED, THEREFOR NOT SHOWN HEREON, AND TITLE ABSTRACT WAS PERFORMED OR OBTAINED BY THIS FIRM. THE USE OF THIS SURVEY PLAT IS STRICTLY LIMITED TO THE CLIENT FOR WHOM IT WAS PREPARED. IT IS HEREBY CERTIFIED THAT THIS PLAT IS A TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, & WAS PREPARED FROM AN ACTUAL FIELD SURVEY, AND UNDER MY DIRECT SUPERVISION. THAT THIS IS A CATEGORICAL SURVEY, FOOT PER TEN THOUSAND FEET.

John T. Kinder 07-12-18

JOHN T. KINDER

MULTIPLUM, Setbacks:
 (PER PRELIMINARY PLAT)
 FRONT SETBACK 25'
 REAR SETBACK 20'
 SIDEWALK SETBACK 15'
 SIDE STREET SETBACK 15'

CLEVELAND SURVEYING COMPANY
 1623 South Lee Highway
 Cleveland, Tennessee 37311
 Telephone (423) 479-1829



For: John J. Sheehan, Jr.
 505 Annotole Lane N.W.
 Cleveland, TN 37312

07/16/2018 - 03:29 PM
 180085551
 1 PGS. AL PLAT
 BATCH: 205766
 PLAT BOOK: PB35
 PAGE: 32

REC.FEE	16.00
DP.FEE	2.00
TOTAL	17.00

STATE OF TENNESSEE, BRADLEY COUNTY
 DINA SWAFFORD
 REGISTERED PLANNER

CITY OF CLEVELAND
 I hereby certify that to the best of my knowledge this minor subdivision plat meets the requirements of the City of Cleveland Subdivision Regulations as specified in Section 7.08, and elsewhere.

Secretary of Planning Commission
[Signature]
 Date 8/16/18

GENERAL NOTES
 Current Zoning: RUD 12
 Area Subdivided: 0.33 Acres
 This project is not a R.A. and is not subject to the provisions of the Comprehensive Zoning Ordinance, Chapter 2, 20027.
 Effective Date February 2, 20027.
 Iron pins placed or found on all corners.
 This plat subdivides property recorded in P.B. 33, Pg. 81; O.B. 2484, Pg. 881
 20' Utility & Drainage Easements on all lot lines abutting public roads.
 10' Utility & Drainage Easements on all lot lines forming outside boundary.
 10' Utility & Drainage Easements on all lot lines forming inside boundary.
 7.5' Utility & Drainage Easements on all except under buildings.
 Water by Cleveland Utilities
 Electricity by Cleveland Utilities
 Sewer by Cleveland Utilities
 Subject to Stormwater Requirements as per P.B. 33, Pg. 81.
 Note: Lots 2A and 2B have no direct access to North Lee Highway and shall access Grove Park Drive only. The driveway as shown hereon shall be a joint grass/gravel easement for both lots.

Prior Reference: P.B. 33, Pg. 81
 FINAL PLAT
 THE POINT E AT
 THE FARM TOWNHOMES
 LOT 2
 2nd Ward, 3rd Civil District
 Cleveland, Bradley Co., Tennessee
 Scale: 1" = 30' July 12, 2018
 CSC Proj. No. 160318PointeLot2PF

EXHIBIT B
BYLAWS FOR
CADEN'S COURT HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME

The following provisions shall constitute the Bylaws of Caden's Court Homeowners' Association, Inc. (the "Bylaws"), a Tennessee not-for-profit corporation (the "Association") which shall, along with the provisions of the Charter of the Association (the "Charter"), the Declaration of Covenants and Restrictions for Caden's Court, as may be amended from time to time (the "Declaration") and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of Caden's Court, a residential townhome development (the "Development") and the real property in the Development owned by the Association ("Common Properties"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Declaration for this Development.

ARTICLE II
OFFICES

The principal office of the Association shall be located at 3555 Keith St NW, Cleveland, TN 37312, or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III
PURPOSES

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

ARTICLE IV
ASSOCIATION

4.01 **Membership.** Developer and every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Townhome which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Member upon the conveyance of

any Townhome and recording of the deed of conveyance in the Office of the Register of Deeds of Bradley County, Tennessee. Membership shall be appurtenant to and may not be separated from ownership of any Home Site which is subject to assessment.

4.02 Voting Rights.

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

(b) Developer shall be entitled to three (3) votes for each Townhome owned by the Developer.

ARTICLE V
THE BOARD OF DIRECTORS

5.01 Board of Directors. Subject to Section 5.02 of this Article hereinbelow, the administration of the Developer and Common Properties on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of five (5) natural persons of legal age, each of whom, except as set forth herein, at all times during membership on the Board, shall be a Member, a member of the household of an Member, or the nominee of an entity, other than a natural person, which is a Member.

5.02 Developer Performs Functions.

(a) The rights, duties and functions of the Board shall be solely exercised by Developer. Developer may, in its sole discretion, designate all individuals to serve on the Board on behalf of the Developer during the period that the Developer is performing the functions of the Board. Such individuals designated by the Developer need not be Members, and may be removed and replaced by the Developer at will.

(b) Prior to calling the meeting of the Association to determine the individuals designated as the Board, the Developer may execute and record in the Office of the Register of Deeds of Bradley County, Tennessee a document stating that the Developer reserves unto itself, its successors, or assigns, the rights given to the Board in the Declaration pertaining to architectural control of the Development, and stating that said reservation, notice of which is thus provided, shall survive the election of a Board to succeed the Developer. Thereafter, the Developer may continue to exercise the rights thus reserved to it until such time as it has sold all of the Home Sites in the Development. No later than twelve (12) months from the date the first Townhome is sold or at such earlier time as the Developer determines to relinquish its rights it has reserved to itself, the Developer shall execute and record in the Office of the Register of Deeds of Bradley County, Tennessee a document assigning those rights to the Board.

5.03 Successor Board Members. The Board shall be self-perpetuating and, in the event a member of the Board desires to resign, such member shall nominate a successor, who must be approved by the remaining Board members.

5.04 Term. Members of the Board shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are duly approved by the remaining members of the Board, or until their death, resignation or removal.

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

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

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

(a) Water, sewer, garbage collection, mowing of front yards, electrical, telephone and gas and other necessary utility services for the Property.

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

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

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

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

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

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

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

(i) Appointing a nominating committee for new Board members.

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

5.08 Additional Powers of the Board. The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the Property as may be necessary or convenient in the operation and management of the Property, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Members and as such shall manage, maintain and improve the Property and also collect, conserve, allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and any Rules and Regulations.

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

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

5.11 Special Meetings. Special meetings of the Board may be called by the President of the Association or by any two (2) Board members.

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

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

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

5.15 Fiscal Year. The fiscal year of the Association shall be determined by the Board.

5.16 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, including without limitation an Architectural Review Committee, each committee to consist of two (2) or more Members appointed by the Board, which, to the extent provided in said resolution, shall have and may exercise the powers set forth in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted. The Developer shall perform the functions of all Special Committees until such time as provided in Section 5.02 hereof. Such Special Committee or Committees shall have such name or names as may be determined from time to time by the Board. Such Special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Members to fill vacancies on Special Committees.

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

5.18 Limitation on Capital Additions, Etc. The Board shall authorize no structural alterations, capital additions to, or capital improvements of the Property, any of which require an expenditure in excess of Five Thousand Dollars (\$5,000.00) without approval of a majority of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; or in excess of Ten Thousand Dollars (\$10,000.00) without approval of sixty-seven percent (67%) of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; provided, however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Property as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity

thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

ARTICLE VI
THE ASSOCIATION; MEETINGS, OFFICERS, ETC.

6.01 Quorum. The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the Members, in response to notice to all Members properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of Members entitled to cast a majority of the votes which are represented at such meeting.

6.02 Annual Meeting. There shall be an annual meeting of the Association on the first Monday of May at 6:00 P.M. at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Members: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Member; and (2) a statement of the Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Member. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Members who were not present at the annual meeting if not previously provided.

6.03 Special Meeting. Special meetings of the Association may be held at any time and at any reasonable place to consider matters which, by the terms hereof, require the approval of all or some of the Members, or for any other reasonable purpose. Special meetings may be called by a majority of the Board, or by at least ten percent (10%) of the Members by written notice, delivered to all Members not less than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

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

6.05 Officers. The officers of the Association shall be the President, Secretary and Treasurer (who shall also act as the Vice-President). Developer may, in its sole discretion, designate individuals to fill these positions during the period that the Developer is performing the functions of the Board pursuant to Section 5.02 hereof. Such officers designated by the Developer need not be Members, and may be removed and replaced by the Developer at will. The Developer shall determine the scope of the authority of each such designated officer.

Once the Developer has turned over authority to a successor Board pursuant to Section 5.03 hereof, the following provisions shall become applicable: Each officer shall be required to be a Member, and the President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be a Member, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

(a) President. The President shall be the chief operating officer of the Association and in the absence of the Chairman of the Board, he shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

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

(c) Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Board and the Association, but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board. The Treasurer shall also act as the Vice-President who, in the absence or inability of the President, shall perform the functions of the President.

ARTICLE VII **LIABILITY AND INDEMNIFICATION**

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

7.02 Indemnification by Association. To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members. No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is

brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

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

ARTICLE VIII **GENERAL PROVISIONS**

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

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by Developer, prior to the election of the first Board to succeed the Developer, and thereafter by not less than sixty-seven percent (67%) of the votes of those Members of the Association who are present or represented at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Tennessee. At any such meeting the Developer shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, any amendment shall not be required to be recorded with the Recorder's office but must be kept on file with Developer or the Secretary and available to all Members upon written request.

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

3555 Keith St NW
Cleveland, TN 37312

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

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

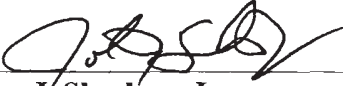
8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their heirs, successors and assigns.

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

8.08 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter 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 costs.

ADOPTION OF BYLAWS

The undersigned as the Developer of the Property hereby adopts the foregoing Bylaws of the Association, this 17 day of July, 2018.



John J. Sheehan, Jr.